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

REGULAR MEETING - TUESDAY, APRIL 18, 2017 - 10:00 A.M.

- 1. CALL TO ORDER PLEDGE OF ALLEGIANCE INVOCATION
- 2. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Order Adopted No. LL-17-01, a liquor license application submitted by Katie Lynn Parks for a new Series 12 Restaurant License at the Bandits Restaurant & The Dirty Cowboy Saloon located in Strawberry.
- 3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to approve Tabled Intergovernmental Agreement No. 2017-01 between the Gila County Sheriff's Office and the National Park Service for law enforcement assistance at the Tonto National Monument for a performance period of four years after the date of final signature. (J. Adam Shepherd/Duane Hubbard)

Approved

B. Information/Discussion/Action to approve Amendment No. 1 to Contract No. 092815
Document Scan Conversion for the Gila County Recorder's Office. (Sadie Jo Bingham/James Menlove)

C. Information/Discussion/Action to adopt Proclamation No. 2017-04 proclaiming April 2017 as Fair Housing Month in Gila County. (Malissa Buzan)

Adopted

D. Information/Discussion/Action to approve Amendment No. 3 to Contract No. 014-0444 between the Pinal-Gila Council for Senior Citizens (PGCSC), Area Agency on Aging, Region V, and the Gila County Community Services Division, Housing Services, whereby PGCSC will provide funding in the amount of \$6,242 to be used for emergency minor home repair to eligible citizens residing in Gila County effective April 18, 2017, through June 30, 2017. (Malissa Buzan)

Approved

E. Information/Discussion/Action to accept or reject a Citizen's Petition to begin the process to establish Forest Service Road 54A (lower Cherry Creek) as a Primitive Road. (Steve Sanders)

Accepted

F. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 020917-Forest Service Road No. 512-Asphalt Patching Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. (Steve Sanders/James Menlove)

Awarded

G. Information/Discussion/Action to formally Approved establish the Fair and Racing Commission as a seven member board to assist in the governance of the Gila County Fairgrounds; appoint the following members: Bill Byrne, Chairman-April 18, 2017 through December

30, 2021; Christy Lavin, Secretary-April 18, 2017 through December 30, 2021; Melva Enders, Treasurer-April 18, 2017 through December 30, 2019; Andy Hetrick, Member-April 18, 2017 through December 30, 2019; Janet Cline, Member-April 18, 2017 through December 30, 2021; Floyd Livingood, Member- April 18, 2017 through December 30, 2021; Sherron Lavin, Past Chair-April 18, 2017 through December 30, 2019; and direct staff to work with the newly appointed members of the Fair and Racing Commission for the purpose of creating bylaws and seeking input relative to their vision for the future management of the Gila County Fairgrounds.

(Michael Scannell)

- H. Information/Discussion/Action Adopted regarding premium rates in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective as of July 1, 2017, as follows: Adopt Schedule A Employee Insurance Contributions FY 2018 (attached to the agenda item). (Jacque Sanders)
- I. Information/Discussion/Action to approve the Approved sale of Assessor's tax parcel number 102-13-032-F to Gila County for \$1 so that it can be used for a public purpose related to transportation or flood control pursuant to Arizona Revised Statute § 42-18303 (E); and authorize the Chairman's signature on the related Quit Claim Deed. (Steve Sanders)

- 4. CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)
 - A. Approval of Order No. LL-14-05-RTR, which is Approved a Series 19-Application for a Remote Tasting Room submitted by Ray Stephens, Jr. for Trident Winery, whereby a remote tasting room will be established at 6373 Ruin Hill Loop, Pine, Arizona.
 - B. Approval of an Application for Extension of Premises/Patio Permit submitted by James Martin Escobar to temporarily extend the premises where liquor is permitted to be served at the Mi Familia Mexican Food, located in Pine, at an event to be held on May 5-6, 2017.
 - C. Approval of Amendment No. 3 to Funding Approved Agreement No. 203-16 between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Services, to amend the Budget and Request for Payment pages whereby funding from the Department of Energy has been decreased by a total amount of \$34,500.
 - D. Approval of Amendment No. 2 to Request for Approved Qualified Vendor Agreement No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and Gila County d/b/a Gila County Employment and Special Training Department to allow for the continued provision of DDD

services to eligible residents of Gila County, and remain in compliance with federal and state regulations and provisions of the Qualified Vendor Agreement.

- E. Approval of the following precinct Approved committeemen appointments as submitted by Gila County Republican Committee Chairman Gary Morris: Bernard George Wohlforth Globe #2 precinct; Greg Barsness Globe #4 precinct; and Jim Muhr Payson #3 precinct.
- F. Acknowledgment of the March 2017 monthly Acknowledged activity report submitted by the Payson Regional Constable's Office.
- G. Acknowledgment of the March 2017 monthly Acknowledged activity report submitted by the Clerk of the Superior Court's Office.
- H. Acknowledgment of the March 2017 monthly Acknowledged departmental activity report submitted by the Globe Regional Constable's Office.
- I. Acknowledgment of the March 2017 monthly Acknowledged activity report submitted by the Globe Regional Justice of the Peace's Office.
- J. Acknowledgment of the February 2017 Acknowledged monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
- K. Approval of the March 28, and April 4, 2017, Approved Board of Supervisors' meeting minutes.

Acknowledgment of contracts under \$50,000 Acknowledged L. which have been approved by the County Manager for the weeks of March 13, 2017, through March 17, 2017; and March 27, 2017, through March 31, 2017.

- 5. **CALL TO THE PUBLIC:** Call to the Public is Comments held for public benefit to allow individuals to Provided 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.

- 6. At any time during this meeting pursuant to Presented A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.
- **EXECUTIVE SESSION ITEMS: (The Board of** 7. Supervisors may vote to go into executive session on one or all of the items listed in this section. No action will be taken by the Board while in executive session.)

A. Information/Discussion/Action to vote to go into executive session to receive legal advice from its attorney regarding its position in the United States of America V. ASARCO Consent Decree No. CV-15-2206-PHX-JZB, and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4). If the Board does go into executive session, the County Attorney's Office suggests that after the Regular Meeting has been reconvened, the Board vote to instruct the County Attorney's Office to proceed as directed in executive session.

Directed Staff

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

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

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

Public Hearing 2. A.

Regular BOS Meeting

Meeting Date: 04/18/2017

<u>Submitted By:</u> Melissa Henderson, Deputy Clerk <u>Department:</u> Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Order No. LL-17-01 Liquor License Application.

Background Information

Katie Lynn Parks has submitted an application to the Arizona Department of Liquor Licenses and Control (DLLC) for a new Series 12 Restaurant License at the Bandits Restaurant & The Dirty Cowboy Saloon located in Strawberry. Part of the statutory process is once the DLLC accepts and processes the license, it is sent to the local governing body in which city, town or county the establishment is located. Upon the local governing body's, which in Gila County is the Board of Supervisors' (Board), review of the application, a recommendation is then issued to the DLLC to either approve, deny or issue a "no recommendation" decision.

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

Evaluation

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

Conclusion

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

Recommendation

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

Suggested Motion

Information/Discussion/Action to adopt Order No. LL-17-01, a liquor license application submitted by Katie Lynn Parks for a new Series 12 Restaurant License at the Bandits Restaurant & The Dirty Cowboy Saloon located in Strawberry.

Attachments

Board Recommendation to State

Affidavit of Posting - Signed

Community Development Approval

Health and Emergency Department Approval

Treasurer's Approval

Bandits Restaurant Liquor Licenses Application



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

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

1. City or Town of: N/A L	iquor License Application #: 12043101
2. County of: Gila C	City/Town/County#: LL-17-01
3. If licensed establishment will operate within an "entertainmer	at district" as described in A.R.S. §4-207(D)(2),
N/A	N/A
(Name of entertainment district)	(Date of resolution to create the entertainment district)
A boundary map of entertainment district must be attached. Gila County Board 4. The Governing body) (Governing body) (Regular of County Board)	meeting held on the 18th (Day)
April , 2017 considered the application	of Katie Lynn Parks
for a license to sell spirituous liquor at the premises described in	application 12043101
for the license series #: type <u>Series 12 - R</u>	(Arizona liquor license application #) eStaurant as provided by A.R.S § 4-201. g wine store)
ORDER OF APPROVA	/ /
to sell spirituous liquor of the class and in the manner des	ignated in the application, is hereby recommended
for(Approval, disapproval, o	r no recommendation)
TRANSMISSION OF C	ADDED TO STATE
TRANSMISSION OF C IT IS FURTHER ORDERED that a certified copy of this order of Liquor, License Division, 800 W Wash	be immediately transmitted to the State Department
Dated at on	Day) (Month) (Year)
(Printed name of city, town or county clerk)	(Signature of city, town or county clerk)



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

AFFIDAVIT OF POSTING

Date of Posting Remov	val: 4-3-17	
Katie		hynn _{Middle}
	Straw berry	85544 zip
in a conspicuous place d for at least twenty (20)	e on the premises pro	oposed to be
Gila County	Sheriff (928)	402-4449
Title	(720)	ne Number
	70C - 70	3 - 1 7 e Signed
	First e in a conspicuous place of for at least twenty (20) Gila County	Straw berry city e in a conspicuous place on the premises pro d for at least twenty (20) days. Gila County Sheriff (928) Title Pho

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

03/14/17 08:02	Gila County Sh Civil Process Se	eriff's Office rvice Worksheet	51 Page:	13
PROCESS: Process Number : 1703SOO Agency : GCSO Date Issued : **/**/* Expiration Date: **/**/* Date Returned : **/**/*	* C	m/Dt Receivd: 07:50:02 ourt Case No: ourt Code : Cop ourt Date : **/**/** udge Name :	oies: 1	
	vs			
Plaintiff		Defendant		-
PAPERS TO SERVE: Notice				
PERSON TO SERVE: Katie L Address : 8278 N City, State, Zp: Strawbe Birth Date : 04/25/7	Parkinson rry, AZ 85544	Phone: (928)4 Alert Codes:	76-2233	
OFFICER ASSIGNED: Holmes	, John Jr Dispo	sition: ACT Location:	PAY	
SERVICE REQUIREMENTS: (none)				
SERVICE ATTEMPTS: Date Time Miles	Officer	Misc. Comments		
				-
				_
COMPLETED SERVICE:		-		-
	/5 Milos	Officer VII	War	
Time: <u>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</u>				
Addr: 4079-61 N. Hwy			1on:	
City: 3 TapuBiRay				
Who Served:		Relationship:		
Comments:				

 Received: \$ 0.00
 Service: \$ _____

 Mileage: \$ _____
 Other: \$ ______

SERVICE FEES:

78249 C362706





INTEROFFICE MEMORANDUM

DATE:	3-7-17 Scott Buzan, Chief Building Official
TO:	Scott Buzan, Chief Building Official Community Development Division
FROM:	Marian Sheppard, Clerk of the Board
SUBJECT: Cowboy Sal	Liquor License Application for Bandits Restaurant & The Dirty oon; Series 12-Restaurant
which time license appl that the Sta and email the April 10, 20	aring will be held by the Board of Supervisors on April 18, 2017, at the Board will obtain public comments on the attached liquor lication; thereafter, a vote will be taken by the Board to recommend the Liquor Board approve or disapprove the application. Please sign his memo to Melissa Henderson, Deputy Clerk, by no later than 017. The ether the applicant has any pending issues with regard to your
department,	such as building permits, Building Code clearance requirements,
	10 - 1



INTEROFFICE MEMORANDUM

DATE:

3-7-17

TO:

Michael O'Driscoll

Health and Emergency Management Division Director

FROM:

Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Bandits Restaurant & The Dirty

Cowboy Saloon; Series 12-Restaurant

A public hearing will be held by the Board of Supervisors on **April 18, 2017**, at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve* or *disapprove* the application. Please sign and email this memo to Melissa Henderson, Deputy Clerk, by *no later* than **April 10, 2017**.

Indicate whether the applicant has any pending issues with regard to your	
department, such as health permits, etc.	
department, such as health permits, etc.	
action on this item.	
Signed: Mulled Glaself 3/3/17	



INTEROFFICE MEMORANDUM

DATE:	3-7-17
TO:	Debi Savage, Treasurer
FROM:	Marian Sheppard, Clerk of the Board
	Liquor License Application for Bandits Restaurant & The Dirty loon; Series 12-Restaurant
which time license app that the Sta	earing will be held by the Board of Supervisors on April 18, 2017 , at the Board will obtain public comments on the attached liquor lication; thereafter, a vote will be taken by the Board to recommend ate Liquor Board <i>approve</i> or <i>disapprove</i> the application. Please sign this memo to Melissa Henderson, Deputy Clerk, by <i>no later</i> than 1017 .
subject pro	nether the applicant is current on paying property taxes for the perty for the proposed liquor license or any other properties that are ila County. Please provide the amounts owed, if any.
301-11-1	28c Second Half Daxes Due for 2016.
Signed: M	Valla Consul
Talked due M	to the Treasures office on 3-8-17. Taxes are Parch I but not delinquent until May 1. mH

Gila County Treasurer

 Account
 Parcel Number
 Receipt Date
 Receipt Number

 R015551
 30111128C
 Oct 14, 2016
 2016-10-14-DC-50502

PARKS JAMES & KATIE 8278 N PARKINSON DR STRAWBERRY, AZ 85544

Situs Address	Payor				
	COPP	ER STATE SEI	RVICING		
Legal Description					
PARCEL C OF ROS 3370 SW1/4	4 SEC 22 T12N R08E;=0.29A	C OUT OF 301	-11-128		
Property Code	Actual	Assessed	Year	Area	Tax Rate
1210	7,820	1,173	2016	1276	0.104300
1210	9,188	1,378	2016	1276	0.049906
Payments Received					
check			\$9	0.44	

Number 2030262

Paymer Year	nts Applied Charges	Billed	Prior Payments	New Payments	Balance
2016 2016	Tax Abatement Tax Charge	(\$4.12) \$0.00	(\$185.00) \$0.00	\$90.44 \$0.00	\$90.44 \$0.00
	-		-	\$90.44	\$90.44
		Balance	Due as of Oct 14, 2016	5	\$90.44

Gila County

3 rd Halpoo

Thank You!

·17FB 恕 Liq. Ipt M 2 经



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

Application for Liquor License
Type or Print with Black Ink

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

A service fee of \$25 will be charged for	all dishonored checks (A.R.S. § 44-6852)
SECTION 1 This application is for a: Interim Permit (Complete Section 5) New License (Complete Sections 2, 3, 4, 13, 14, 15, 16) Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16) Location Transfer (Bars and Liquor Stores Only) (Complete Section 2, 3, 4, 11, 13, 14, 16) Probate/ Will Assignment/ Divorce Decree (Complete Sections 2, 3, 4, 9, 13, 14, 16) (Fee not required) Government (Complete Sections 2, 3, 4, 10, 13, 16) Seasonal	SECTION 2 Type of Ownership: J.T.W.R.O.S. (Complete Section 6) Individual (Complete Section 6) Partnership (Complete Section 6) Corporation (Complete Section 7) Limited Liability Co (Complete Section 7) Club (Complete Section 8) Government (Complete Section 10) Trust (Complete Section 6) Tribe (Complete Section 6) Other (Explain)
SECTION 3 Type of license 1. Type of License: Class 12 Restainment	LICENSE #_ [704310]
SECTION 4 Applicants 1. Individual Owner/Agent's Name: PORMS 2. Owner Name: DCLOCK BESTONY (Ownership name for type of ownership checked on section) 3. Business Name: DCLOCK BESTONY (Exactly as it appears on the exterior of premises) 4. Business Location Address: DCM BIN MUCH BIN (Do not use PO Box) 5. Mailing Address: DCM BIN MUCH BIN (All correspondence will be mailed to this address) Street 6. Business Phone: DCSM GROUND BIN BIN (All correspondence will be mailed to this address) Street 7. Email Address: DONSM GROUND BIN (BIN DUNCE) 8. Is the Business located within the incorporated limits of the second process of another City, Town or Tribal Reservation? Yess No If yes, what City, Town or Tribal Reservation is this Business 10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar (Correction)	Cant St The Dirty (alboy) autor by 87 Strawberry Az 85544 Gila City State Zip Code County State Zip Code Style State Zip Code Story Com S
Fees: Application Interim Permit Site Inspection Is Arizona Statement of Citizenship & Alien Status for State Baccepted by: Department of State Inspection St	

SECTION 5 Interim Permit

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

1. Enter li	cense number (currently at the l	ocation:						
2. Is the li	cense currently	in use? Yes]No If n	o, how long I	nas it been out	of use?			
Attach a	copy of the lice	nse currently issu	ued at this l	ocation to th	is application.				
I,	(Print Full	Name)		are that I am t	he CURRENT OW and location.	NER, AGENT,	OR COI	ntrollin	G PERSON
x	(Signature of CHIPPEN	IT Individual Owner/Ag	and)	State	of	Cou	inty of _		
Mycommis	ssion expires on:		jein)					riedged befo	ore me this
iviy Commissi	sion expires on	Date			Day OI _	Mont	h		Year
						Signature of NO	TARY PUBL	IC	
CARD. Individual	<u>l</u>								
Last	First	Middle		%Owned	Mailing Addre	is	City	State	Zip Code
	name, current o	pove, going to shaddress, and tele	phone num	nber of person		onal sheets if	necess	Phone	#
Partnershi Name of P			8				1		
Seneral-Limite	ed Last	First	Middle	%Owne	ed Mailing Add	dress	City	State	<i>Iip</i> Code
J.T.W.R.O.S Name of J.1		h Rights of Surviv	orship)						
Last	First		Middle		ailing Address		City	State	Zip Code

SECTION 6 - continu	Jea					
TRUST Name of Trust:						
F22.4	-	67.00E 0				
Last	First	Middle	Mailing Address	City	State	Zip Code
	100					
TRIBE Name of Tribal Own	nership:					
Last	First	Middle	Mailing Address	City	State	7ip Code
ACH PERSON LISTED MI		QUESTIONNAIRE, AN "APP	UCANT' TYPE FINGERPRINT	CARD AND \$22	PROCESSING	FEE FOR EACH
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7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 8 Club Applicants

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

1. Name of Club:							
2. Is Club non-profit?	Yes No						
3. List all controlling	members (minimur	m of four (4) reque	ested)				
Lost	First	Middle	Mailing Add	ress	City	State	Zip Code
· -							
		(Attach addition	onal sheet if necessary)				
SECTION O Back at a Will	A						
SECTION 9 Probate, Will		orce becree or o	an existing Liquor Lic	cense			
 Current Licensee's No (Exactly as it appear on t 		ast	First	Middle			
2 Assignee's Name							
2. Assi <mark>gne</mark> e's Name:	te	ast	First	Middle			
			License Number				
3. License Type:			LICCIBC INDIVIDUIT.				
ATTACH TO THIS APPLICAT	ION A CERTIFIED CO	OPY OF THE WILL, PR	OBATE DISTRIBUTION				i e
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SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants.

The ab	in three hundred	a public or private s	school building wi	d (300) horizontal feet th kindergarten progr reational area adjace	ams or gra	des one (1) through (12)
b) c)	Restaurant license (§ 4 Hotel/motel license (§ Microbrewery Series 3 Craft Distillery Series 1	4-205.01)Series 11		e) Government license f) Fenced playing area g) Wholesaler Series 4 h) Farm Winery Series 1	a of a golf cou		B)(5))
(If less t	nce to nearest Sch than one (1) mile note fo	potage)	iles	_Name of School: P	Pine (Properación
2. Distar (If less	nce to nearest Ch than one (1) mile note fo	urch: 1 100 potage)) FEET	Name of Church: S Address: 25 9			Unapel Rd. Strewl Z. 85544
SECTION	l 14 Business Finar	ncials			Ten		
1. I am t	he: Lessee	Sub-lessee	Owner	Purchaser		Managem	ent Company
2. If the	premise is leased	give lessors:	Name:				
			Address:				
3. Month	nly Rent/ Lease Ro	ite: \$		Street	City	State	Ζip
4. What	is the remaining le	ength of the lease?	Yrs	Mc	onths		
				or Other			
5. What6. Total r	is the penalty if th	e lease is not fulfille for the Business not you owe money t	ed?\$including lease?	(Give details-attach a	ddifional sheet i	f necessary)	PA-E-PERM
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SECTION 12 Person to Person Transfer Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

Individual Owner / Agent Name:	Last	First	Middle Entity:	(Individual, Agent, Etc.)		
2. Ownership Name:	(Exactly as it o	appears on license)				
3. Business Name:						
4. Business Location Address:Stree	eet	City	State	Ζip		
5. License Type:		License Number:				
6. Current Mailing Address:	et	City	State	Zip		
7. Have all creditors, lien holders, interest	holders, etc. bee	n notified? Yes	□No			
8. Does the applicant intend to operate t	he business while	this application is pe	ending? Yes [□No		
If yes, complete Section 5 (Interim Permit) of this applicatio	n; attach fee, and o	current license to th	is application.		
transfer the privilege of the license to the the fulfillment of these conditions, I certify the date of issue. I. (Print Full Name) STOCKHOLDER or LICENSEE of the stated litrue, correct, and complete.	y that the applica	nt now owns or will o	own the property ri	ghts of the license by R, MEMBER, PARTNER		
<u>NOTARY</u>						
X(Signature of CURRENT Individual Owner/Ag	gent)	State ofThe fore	County of _ egoing instrument was ackno	wledged before me this		
My commission expires on:		of _	Month	Year		
			Signature of NOTARY PU	вис		

SECTION	ON 15 Restaurant or hotel/motel license applicants
1. Is th	nere an existing Restaurant or Hotel/Motel Liquor License at the proposed location? Tyes No
2. If t	he answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is ing; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
	Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the rtment of Liquor Licenses and Control.
gross the lic maint	stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on censed premises. By applying for this Restaurant Hotel/Motel, I certify that I understand that I must ain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Motel Records Required for Audit form with this application.
the lice for this inspec	nderstand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an action when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on sensed premises. With the exception of the patio barriers, these items are not required to be properly installed in inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your action 90 days after filing your application, please request an extension in writing; specify why the extension is sary; and the new inspection date you are requesting.
SECTIO	DN 16 Diagram of Premises
Check	ALL boxes that apply to your business:
	Entrances/Exits Liquor storage areas Patio: Contiguous
	☐ Walk-up windows ☐ Drive-through windows ☐ Non Contiguous
1.	Is your licensed premises currently closed due to construction, renovation or redesign? Yes \square No If yes, what is your estimated completion date? \square Cereb. 3042 2017
	Month/Day/Year
2.	<u>Restaurants and Hotel/Motel</u> applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
3.	The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
4.	Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.
5.	As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows,

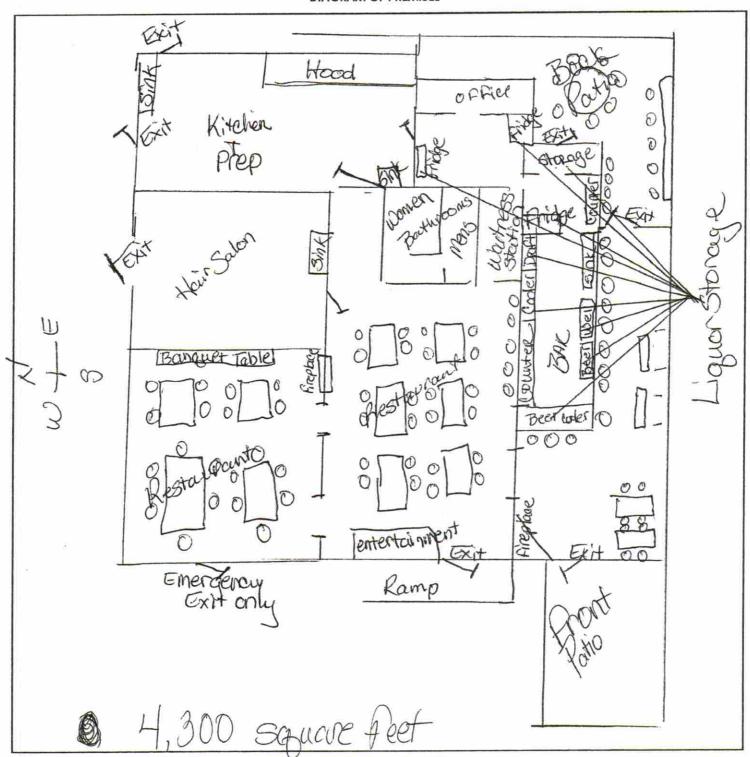
service windows or increase or decrease to the square footage after submitting filis initial diagram.

SECTION 16 Diagram of Premises - continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up \u2213.

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

DIAGRAM OF PREMISES



<u>NO'</u>	TARY
I, (Print Full Name) Stafed in Section 4# 1. I have read this application and verify X (Signature of CUKRENT Individual Owner/Agent) My commission expires on: OFFICIAL SEAL J. COLVIN Notary Public - State of Arizona GILA COUNTY My Comm. Expires August 18, 2019	ereby declare that I am the Owner/Agent filing this application as all statements to be true, correct and complete. State of County of County of The foregoing instrument was acknowledged before me this Day Month Year

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

- B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.
- D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.
- E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.
 - F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

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ARF-4167

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 04/18/2017

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

<u>Department:</u> Sheriff's Office

Information

Request/Subject

Intergovernmental Agreement No. 2017-01 between the Gila County Sheriff's Office and the National Park Service for law enforcement assistance at the Tonto National Monument.

Background Information

The Gila County Sheriff's Office was contacted by the Superintendent of the Tonto National Monument requesting assistance with law enforcement services at the Tonto National Monument. Currently, the Tonto National Monument does not have a law enforcement officer stationed at the Monument. If an officer is needed at the Tonto National Monument, he/she would be required to come from Montezuma Castle.

Evaluation

The Tonto National Monument is located within Gila County and has limited resources for law enforcement, so a request for assistance from the Gila County Sheriff's Office has been made.

Conclusion

The Gila County Sheriff's Office has agreed to help with law enforcement assistance within the Tonto National Monument.

Recommendation

Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve Intergovernmental Agreement No. 2017-01 between the Gila County Sheriff's Office and the National Park Service for law enforcement assistance at the Tonto National Monument for a performance period of four years after the date of final signature.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 2017-01 between the Gila County Sheriff's Office and the National Park Service for law enforcement assistance at the Tonto National Monument for a performance period of four years after the date of final signature. (J. Adam Shepherd/Duane Hubbard)

Attachments

Intergovernmental Agreement No. 2017-01

INTERGOVERNMENTAL AGREEMENT NO. 2017-01 BETWEEN GILA COUNTYSHERIFF'S OFFICE AND THE NATIONAL PARK SERVICE

This agreement is entered into by and between the National Park Service (hereinafter "NPS"), an agency of the United States Department of the Interior, acting through the Superintendent of Tonto National Monument (hereinafter "TONT" or "park"), and the Gila County Sheriff's Office (hereinafter "GCSO"), Arizona, acting through the Gila County Sheriff. Although TONT does not have a law enforcement officer on staff, an agreement is in place with the Superintendent and Chief Ranger of Montezuma Castle and Tuzigoot (hereinafter "MOCA") for law enforcement support at TONT. The purpose of this agreement is to establish the terms and conditions under which the parties will provide mutual law enforcement assistance in TONT within Gila County. Throughout this agreement the NPS and the GCSO may be referred to jointly as "the parties."

Whereas the Secretary of the Interior, acting through the NPS, administers TONT as a unit of the National Park System in accordance with Presidential Proclamation No. 696-(December 8, 1906), 34 Stat. 3265 and the laws applicable generally to units of the national park system; and

Whereas 54 U.S.C. § 102701 authorizes the Secretary of the Interior "to designate . . . certain officers or employees of the Department of the Interior who shall maintain law and order and protect persons and property within areas of the National Park System"; and

Whereas 54 U.S.C.§ 102711 authorizes the Secretary of the Interior to render "emergency rescue, firefighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System"; and

Whereas Arizona authorizes the Sheriff of Gila County to enforce the laws of the State of Arizona and whereas this agreement will enhance public safety and benefit both the NPS and the GCSO;

Now, therefore, the parties agree as follows:

I. TERM:

A. This agreement will be effective for a period of four years after the date of final signature, unless it is terminated earlier by one of the parties pursuant to article VIII below. At the conclusion of that four-year term, this agreement may be extended or renewed by written agreement of the parties.

II. STATEMENT OF WORK:

- A. In-park Law Enforcement Pursuant to 54 U.S.C § 102701, and Search and Rescue Operations.
 - 1. In accordance with 54 U.S.C § 102701, NPS Law Enforcement Officers shall enforce all applicable federal laws within TONT.
 - 2. NPS Law Enforcement Officers may enforce state laws and county ordinances within the portion of TONT located within Gila County.

- 3. GCSO Law Enforcement Officer shall enforce state laws and county ordinances within the portion of TONT located within Gila County.
- 4. Upon receiving an official request from the NPS, the GCSO shall render emergency law enforcement assistance to TONT whenever possible. The NPS shall direct such requests to the GCSO Lieutenant or his designee, who must approve all such requests before any GCSO Law Enforcement Officers may render emergency assistance.
- 5. The GCSO may render emergency law enforcement assistance inside of TONT in those situations where a properly appointed or otherwise legally empowered GCSO Law Enforcement Officer, while in the course of his/her official duties, observes an emergency situation, at which time the GCSO Law Enforcement Officer may take appropriate initial action to secure and manage the scene. The GCSO shall immediately notify the NPS of the emergency. Upon arrival of the first NPS Law Enforcement officer on the scene, the GCSO Law Enforcement Officer shall relinquish control to the NPS officer; however, upon request the GCSO Law Enforcement Officer may assist the NPS officer for the duration of the emergency incident.
- 6. The GCSO shall render assistance only until such time as the NPS has enough resources on the scene to adequately control the emergency or until the emergency no longer exists, whichever comes first.
- 7. The on-scene commanding officer of the NPS shall be in command of all officers, including GCSO Law Enforcement Officers who are rendering emergency assistance; provided that the NPS on-scene commander shall exercise command of GCSO Law Enforcement Officers only through the highest ranking GCSO Law Enforcement Officer on the scene, which individual shall be identified by the GCSO for incidents on TONT.
- 8. At any time the GCSO Lieutenant or his designee may decide to withdraw emergency law enforcement assistance.

III. EMPLOYEES AND REIMBURSEMENT:

- **A.** NPS Law Enforcement Officers rendering emergency assistance to the GCSO pursuant to this agreement shall be deemed to be acting within the scope of their federal employment. Under no circumstances shall NPS Law Enforcement Officers be deemed to be "borrowed servants" of the GCSO.
- **B.** GCSO Law Enforcement Officers rendering emergency assistance to the NPS pursuant to this agreement shall be deemed to be acting within the scope of their county employment. Under no circumstances shall GCSO Law Enforcement Officers be deemed to be "borrowed servants" of the NPS.
- C. The parties further agree as follows:
 - 1. The parties will exercise their best efforts to perform their responsibilities under this agreement in a timely and professional manner. However, nothing in this agreement is intended to restrict either party's lawful discretion to act (or not to act) in the manner it deems most appropriate in a particular situation.
 - 2. Each party will bear its own costs for furnishing services under this agreement, and neither party will claim reimbursement for those costs from the other.
 - 3. Nothing in this agreement will be construed to bind the NPS to expend in any

one fiscal year any sum in excess of funds appropriated by Congress or allocated by the NPS for the purposes of this agreement.

- 4. Nothing in this agreement will be construed to bind the GCSO to expend any one fiscal year any sum in excess of funds approved by the Gila County Board of Supervisors for the purposes of this agreement.
- 5. Each party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and releases the other party and its employees from any and all liability arising out of or resulting from activities under this agreement. Each party will be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney's fees). Notwithstanding the foregoing, the parties will cooperate with each other, to the maximum extent practicable in the investigation and defense of any claim, demand, or cause of action filed by a third party arising out of or resulting from activities under this agreement.
- 6. The parties will coordinate all public information releases about law enforcement incidents, investigations, actions, or other matters involving both parties within TONT.
- 7. The parties will provide radio frequencies through a Radio Frequency Use Agreement to assist in communications in the event of an emergency response.

IV. NOTIFICATION:

A. All communications and notices regarding this agreement shall be directed to the following key official(s) for each party:

For the NPS:

Superintendent, Duane C. Hubbard Tonto National Monument 26260 N. AZ Hwy 188, Lot 2 Roosevelt, AZ 85545 Phone: (928) 467-2241 x8100

For the GCSO:

Sheriff, J. Adam Shepherd- Sheriff Gila County Sheriff's Office Globe: PO Box 311/1100 E South St Globe, AZ 85502 Payson: 108 W Main St Payson, AZ 85541 Office: 928-425-4449

V. PROPERTY UTILIZATION:

A. Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other shall remain the property of the furnishing party. Any property furnished by the NPS to the GCSO shall be used and disposed of as set forth in the NPS Property Management Regulations.

VI. PRIOR APPROVAL:

A. See Article II (Statement of Work) above.

VII. REPORTS AND/OR OTHER DELIVERABLES:

A. Upon request and to the extent permitted by applicable law, the parties shall share with each other final reports of incidents involving both parties.

VIII. MODIFICATION AND TERMINATION:

- A. Except as otherwise provided herein, each party shall have the right to terminate this IGA without liability to the non-terminating party by hand-delivering to the non-terminating party written notice of termination at least sixty (60) days prior to the effective date of said termination or as otherwise agreed to by the Parties in writing.
- B. In the event of early termination for any reason, any funds advanced to either party shall be returned to the advancing party within ten (10) days after the date of termination or upon receipt of notice of termination of the IGA, whichever is earlier.
- C. Either party has the right to terminate this IGA upon twenty-four (24) hour notice when it is deemed the health or welfare of the service recipients is endangered.
- D. Non-Availability of Funds. If funds are not allocated and available for the continuance of this IGA, this IGA may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to Parties in the event this provision is exercised. Neither Party shall be obligated, or liable for any future payments of, for any damages as a result of termination under this paragraph.
- Notice is given that pursuant to A.R.S. § 38-511, the Parties may cancel any IGA without penalty or further obligation within three years after execution of the IGA, if any person significantly involved in initiating, negotiating, securing, drafting or creating the IGA on behalf of the County is at any time while the IGA or any extension of the IGA is in effect, an employee or agent of any other party to the IGA in any capacity or consultant to any other party of the IGA with respect to the subject matter of the IGA. Additionally, pursuant to A.R.S §38-511 the Parties may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the IGA on behalf of the County from any other party to the IGA arising as the result of the IGA. Pursuant to A.R.S. §38-511, parties, their political subdivisions or any department or agency of either may, within three years after its execution, cancel any IGA without penalty or further obligation, made by either party political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the IGA on behalf of either party, its political subdivisions or any department or agency of either is, at any time while the IGA or any extension of the IGA is in effect, an employee or agent of any other party to the IGA in any capacity or a consultant to any other party to the IGA with respect to the matter of the IGA. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation, unless the notice specifies a later time.

IX. STANDARD CLAUSES

- A. No member of delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- B. This IGA is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this IGA.
- C. Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and local governments whether or not specifically reference herein. The Parties agree that there will be no discrimination as to race, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, gender identity, disability, age, marital status or status in regard to obligations, work, and services performed under the terms and any IGA ensuing from this engagement. The Parties will comply with the Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).
- D. Each party warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty
- E. The laws of the State of Arizona and the United States shall govern this IGA.
- F. Pursuant to A.R.S. § 35-214 and § 35-215, both parties shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after completion of the Agreement. All records shall be subject to inspection and audit by either party at reasonable times. Upon request, a party shall produce a legible copy of any or all such records. Notwithstanding this commitment under Arizona law, the United States will comply with applicable federal record retention policies and procedures.
- G. Each party is responsible to provide financing for and establish and maintain a budget for its respective obligations under this agreement.
- H. In accordance with A.R.S. § 35-154, every payment obligation of each party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and the parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- I. If any term, covenant, condition or provision of this IGA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- J. Any provision of this IGA which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

- K. This IGA may be amended only by the mutual written consent of authorized representatives for all Parties and require Board approval.
- L. Waiver of any breach of any term, conditions or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant or condition herein.
- M. This IGA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and copied signatures are acceptable as original signatures.
- N. (Remainder of page intentionally left blank, signatures to follow)

X. AUTHORIZING SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have entered into this IGA as of the date of the last signature set forth below.

Gila County Sheriff's Office		National Park Service		
J. Adam Shepherd Sheriff	Date	Chief Ranger Montezuma Castle National M	Date Ionument	
		Superintendent Tonto National Monument	Date	
Gila County, a political subdivision of the State of Arizona				
BY: Tommie C. Martin Chairman, Board of Supervisors	Date			
ATTEST:				
Marian E. Sheppard Clerk of the Board	Date			
Approved as to form:				
Jefferson R. Dalton Deputy Gila County Attorney Civil Bureau Chief	Date			

ARF-4253

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 04/18/2017

Submitted For: James Menlove, Finance Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

<u>Fiscal Year:</u> 2016-2017; 2017-2018 <u>Budgeted?:</u> Yes

Contract Dates 03-01-17 to 02-28-18 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of Amendment No. 1 to Contract No. 092815 Document Scan Conversion for the Gila County Recorder's Office.

Background Information

On May 26, 2015, the Board of Supervisors approved a request to advertise Request for Proposals (RFP) No. 042815 Document Scan Conversion Project for the Gila County Recorder's Office. RFP No. 042815 was advertised in the Arizona Silver Belt in the May 27, 2015 and June 03, 2015 editions of the Arizona Silver Belt.

Four proposals were received and opened in a public setting on June 25, 2015. On March 1, 2016, the Board of Supervisors awarded a contract to the lowest, most responsible and qualified bidder, which was US Imaging. The contract annual amount was for \$117,200.

Evaluation

The original contract term for Contract No. 092815 was from March 01, 2016 to February 28, 2017, with an option to renew for one additional one-year period at an annual cost of \$117,200.

Amendment No. 1 will serve to exercise the option to renew the contract for one additional year from March 1, 2017 to February 28, 2018.

Conclusion

The Gila County Recorder's Office is pleased with the service provided by US Imaging and would like to extend the contract for another year.

Recommendation

The Recorder and the Finance Director recommend that the Board of Supervisors approve Amendment No. 1 to Contract No. 092815 Document Scan Conversion for the Gila County Recorder's Office.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Contract No. 092815 Document Scan Conversion for the Gila County Recorder's Office. (Sadie Jo Bingham/James Menlove)

Attachments

US Imaging Amendment No. 1
Contract No. 092815-US Imaging, Inc.



AMENDMENT NO. 1

The following amendments are hereby incorporated into the agreement for the below project

DOCUMENT SCAN CONVERSION

RECORDER'S OFFICE

Effective March 01, 2016 Gila County and US Imaging entered into a contract whereby US Imaging agreed to provide Document Scan Conversion for the Recorder's Office.

Service Agreement No. 092815 will expire on February 28, 2017. Per Minimum Specifications – Term and Renewal, Gila County shall have the sole option, to renew the contract for three (3) additional (1) year periods or portions thereof.

Amendment No. 1 to Service Agreement No. 092815, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) additional one (1) year term, from March 01, 2017 to February 28, 2018, for a contract amount of not to exceed One Hundred Seventeen Thousand Two Hundred dollars and 00/100's (\$117,200.00) without prior written approval from the County.

Further, Amendment No. 1 will serve to add the language: Contractor hereby certifies that it is not currently engaged in, and will not, for the duration of this agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Agreement.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 01, 2017 to February 28, 2018 renewal period.

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

GILA COUNTY SERVICE AGREEMENT NO. 092815

APPROVED:	Den Da Man
Tommie C. Martin, Chairman of the Board	US Imaging
Tommie C. Martin, Chairman of the Board	OS imaging
Marian Sheppard, Clerk of the Board	
APPROVED AS TO FORM:	
Jefferson R. Dalton, Deputy Gila County Attor	ney
for Bradley D. Beauchamp, County Attorney	

GILA COUNTY

NOTICE OF REQUEST FOR PROPOSALS-REBID 092815

DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE

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 PROPOSALS NO. 092815-REBID DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to provide scanned images of the official recorded documents of Gila County from 1969-1997.

SUBMITTAL DUE DATE:

Thursday, January 21, 2016

11:00 AM

RETURN PROPOSAL TO:

Gila County Finance Department

Attn: Jeannie Sgroi, Contracts Administrator

Guerrero Complex

1400 East Ash Street, Globe, AZ 85501

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.

Interested Bidders may obtain a copy of this solicitation by calling Gila County Finance at 928-402-8612. Bidders are strongly encouraged to carefully read the entire Request for Proposals.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The county takes no responsibility for informing recipients of changes to the original solicitation document. It is the offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

The board of supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the office of the clerk of the Gila County Board of Supervisors, Globe.

Arizona Silver Belt advertisement dates: December 23, 2015 and December 30, 2015

Signed.

Michael A. Pastor, Chairman, Board of Supervisors

Date: 12-15-15

Signed:

Jefferson R. Dalton, Deputy Gila County Attorney

Date:

Civil Bureau Chief

for Bradley D. Beauchamp, County Attorney

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DEFINITION OF TERMS

CD. Compact Disc – a small plastic disc on which music or other digital information is stored, and from which the information can be read using reflected laser light.

DPI. Dots per inch.

File Compression. File compression is a data compression method in which the logical size of a file is reduced to save disk space for easier and faster transmission over a network of the Internet. It enables the creation of a version of one or more files with the same data at a size substantially smaller than the original file.

IPEG. Joint Photographic Experts Group – a format for compressing image files – a graphic image created from a range of compression qualities. JPEG is an ISO/IEC group of experts that develops and maintains standards for a suite of compression algorithms for computer image files.

Microfilmed Images. Also known as microphotography.

- 1. Microfilm is film on which tiny photographs of printed materials are stored.
- 2. Film on which documents, printed pages, etc. Are photographed in a reduced size for convenience in storage and transportation; enlarged prints can be made from such film, or the film can be viewed by projection.
- 3. Reproduction on microfilm.
- 4. A film on which printed materials are photographed at greatly reduced size for ease of storage.
- 5. A reproduction on this kind of film.

<u>Microfische Cards.</u> A flat sheet of microfilm in a form suitable for filing, typically measuring 4 by 6 inches and containing micro reproductions, as of printed or graphic matter in a grid pattern.

Positive and Negative Images. A positive image is a normal image. A negative image is a total inversion, in which light areas appear dark and vice versa.

SFTP. Secure File Transfer Protocol – a network protocol that provides file access, file transfer, and file management over any reliable data stream.

TIFF. A format for image files. A common format for exchanging raster graphics (bitmap) images between application programs, including those used for scanned images.

USB Drive. An external hard disk drive or optical disk drive that plugs into the USB port.

SCOPE OF SERVICES

SCOPE:

It is the intention of Gila County to award a contract to a qualified contractor for document scanning and conversion services. The Gila County Recorder has an estimated 1,000,000 microfilmed images that need to be scanned, enhanced, and uploaded into the official Gila County Recording System, also known as Tyler Technologies – Eagle. With the completion of this project, all recorded documents from 1969 to present will be online and available to the public.

Contractor agrees to hold Gila County data in strict confidence. Contractor shall not use or disclose Gila County data, except as permitted or required by this Contract, as required by law, or as otherwise authorized, in writing, by an authorized agent of Gila County. Contractor agrees that it will protect the data according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

METHOD OF APPROACH:

The offeror shall provide a narrative response to each question that demonstrates the understanding of the Scope of Work and describes the offeror's comprehensive method for providing the services stated in this solicitation. Within the offeror's response, the narrative shall include:

Project Consulting and Job Plan:

The offeror shall assume the services will be provided for a Customer who has never managed a document imaging project. With that assumption, the offeror shall describe how it will consult with the customer on its proposed job, including the types of questions the offeror will ask to best understand the project, the suggestions the offeror may make to help the customer obtain the proper outcome at the most effective cost, etc. Please provide a blank job-plan template for review. This template shall confirm the offeror's understanding of the requirements of a job plan that shall be presented to such a customer for the requested service.

On-Site and Off-Site Performance:

The offeror shall describe how it plans to work with the customer's storage facility for the imaging work which will take place at the storage facility. Topics should include, but are not limited to; movement of equipment, power required, space required, security on site, job-force background checks, and supervision; it shall also explain how the offeror will minimize the impact on customer and storage facility operations and will meet the facility's special security requirements.

Secure Transportation:

The offeror shall describe how it plans to manage and control the customer's film from pickup at the storage facility site through the return of the film to the storage facility. Include an explanation of any additional measures your organization takes which demonstrates your commitment to the safety and security of the customer's records.

Control and Storage of Records throughout the Imaging Process:

Describe the flow of the microfilm through the scanning and imaging process and how you ensure that all records are processed, controlled, and securely stored while in your possession. This should include a description of any tracking software you use.

Progress Reports:

Provide a template document of a standard progress report that will be provided to customer upon the customer's request.

ScanningData and Capturing Images:

Describe the offeror's procedures for capturing the best possible image for the customer and communication with the customer regarding any special actions taken.

Indexing and Data Entry:

Describe the different processes the offeror uses to index documents. Explain when the offeror would use each and describe the measures it would take to provide the customer with the most cost effective approach.

Quality Control and Assurance:

Describe the offeror's quality control procedures throughout the different phases of an imaging project. Also, describe the different levels of quality control and quality assurance it provides to your customers.

Output

List and describe each media output method the offeror's firm can provide to customers (i.e. CD, secure file transfer protocol [SFTP], etc.

Disaster Recovery:

Provide a response to disaster recovery and include the items below. The discussion must include time frames for recovery.

- Methods for providing disaster recovery for both physical and electronic data;
 and
- Method for providing disaster recovery in situations where the offeror's own business continuity may be compromised. That is, how could Customers access their data if the offeror's business operation were not functioning.
- A. <u>Capacity of the Offeror:</u> The Offeror shall provide a narrative response that describes its ability to provide all services stated in solicitation. Within the Offeror's response, the narrative shall include at a <u>minimum</u>:

Overall Company Information. The following bulleted information shall be provided in the offeror's response:

- Full legal company name;
- Brief company history, including the year business started:
- Physical Address of primary business offices, as well as the sites where described services shall be provided;

- Identification of a single or lead contact person, who will be responsible for all communications with the county throughout the solicitation process, as well as a contract person for any resultant contract;
- Days and hours of operation; and
- Whether the offeror's company is currently involved in any litigation and whether an
 adverse decision in such litigation would result in a material change in the company's
 financial position and future viability?

<u>Staff.</u> Describe the measures the offeror takes to ensure its staff members are well qualified, trained and supervised.

<u>Accuracy.</u> Describe the accuracy of the offeror's imaging process. What is its accuracy rate? How is that rate calculated? How often does the offeror assess the accuracy of its output?

<u>Current Customer Base.</u> Offeror shall provide a minimum of three (3) current government customer reference letters. These references shall be from current customers who are using services similar to what has been proposed in this Solicitation. The letters shall be address to the Gila County Contract Administrator's attention and detail should be provided regarding the type of work that was performed by the offeror, overall communication during the project term, and the results that were achieved. The letter shall state who the customer is and current contact information.

General Information and Requirements:

- All media is on 4x6 jacket microfiche cards; there is no roll film. The film is 16mm with no Optical Character Recognition (OCR) required.
- The fiche is located at our storage facility at 400 S. Franklin St., Saginaw, MI 48607. It is the responsibility of the Offeror to transport the film to and from the storage facility in a secure manner with the plan of transportation stated in the official bid. The following is information vital to project shipping costs:
 - o 34 boxes of microfiche
 - O Dimension of boxes 15 inches x 14 inches x 5 inches
 - o There are 28 inches of fiche per box
- Image Count approximately 1,000,000 this is images not documents. Image count also known as microphotograph count.
- Images positive and negative to be scanned to provide positive results. Images are in both positive and negative formats due to the time when the original film was produced. Positive and negative images will be scanned and saved in a positive format.
- Scanned Output Images are all in black and white. In each phase of this project the images
 will be scanned in JPEG for a working copy then converted to TIFF for a smaller and clear end
 product.
- Microfiche is filed by fee numbers and or docket and page.
- USB Drives shall be included in the price quoted by the vendor.

 A statement from Tyler Technology stating that the Offeror's system is compatible with Tyler Technology system and that Offeror will work with Tyler Technology in the uploading of the finished product. Gila County's point of contact at Tyler Technology is:

Christine Jandreau
Tyler Technologies/Eagle Solution Group
720-497-8070
Christine Jandreau@tylertech.com

Gila County Requirement:

• Phase 1

- Scanning Location The original film for this project is located at 400 S. Franklin St., Saginaw, MI 48607.
- Microfiche Scanning The microfilm images will be scanned at 300 dpi in 256 shades of gray and saved by industry standard JPEG format with 85% compression. JPEG images shall be ordered in a sequentially numbered system, with the same referencing as the original microfilmed image. The images referenced in this proposal will be found in several different referencing formats; book and page, docket and page, document type, document range number and fee number.
- o **Image Format** Each image will be scanned in as JPEG and TIFF formats. Each image shall be saved by the images referenced in this proposal, and will be found in several different referencing formats; book and page, docket and page, document type, document range number and fee number. Each TIFF image borders will be cropped with optimum file compression.
- o **USB Hard Drive** All images, JPEG and TIFF, will be copied to two USB hard drives and one will be shipped to Gila County for inspection of the first phase and back up.
- o **Phase 1 Completion Time Frame –** The completion of phase 1 shall be completed within 30-45 days from Bid Award which shall serve as the official start date.

Phase 2

- o **Manual Cropping –** Manual cropping will be performed to provide a more accurate original page size and fewer bytes per image.
- o **Manual Document Group & Index –** Manual grouping and index of images according to the first page of the document number will be performed.
- o Image Inspection The images will be scanned to JPEG in both color and black and white. Each image color JPEG image will be compared to a black and while TIFF image to ensure document accuracy and clarity. They shall also be compared to ensurethat all vital information, parties' names, dates, legal descriptions, and signatures are all captured.

- o Image Report A poor quality image report will be supplied to the Gila County Recorder's Office with reference to the images with poor quality; e.g. too light, too dark, blurry, duplication or missing pages. It will be composed of TIFF images with the reference number assigned to the original image for the Gila County Recorder's office inspection.
- Phase 2 Image Format Images will be cropped, inspected, and indexed referenced by document and page number or by docket and page number. Both JPEG and TIFF files will be stored on USB hard drive.
- **Phase 2 Completion Time Frame** The completion of Phase 2 shall be completed within 120-180 days after the completion of Phase 1.

Phase 3

- o **Image Enhancements** Images listed on the poor image report will be enhanced and re-approved by Gila County. The entire and or any specific part of the image will be enhanced to the most legible image possible.
- **Rescanning** If at any time during the process, an image needs to be rescanned, it will be rescanned by the offeror at no cost to the county.
- Phase 3 Image Format all final images and indexes will be formatted for accurate importing into the official Gila County Recording System, Eagle – Tyler Technologies.
- USB Hard Drives All formatted images will be copied onto 2 sets of external hard drives and delivered to Gila County.
- **Phase 3 –** the completion time of Phase 3 shall be completed within 60-90 days after the completion of Phase 2.

REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND INFORMATION

The Contractor that is awarded the project shall, within one week of discovery, report to Gila County any use or disclosure of data not authorized by this contract or in writing by Gila County or its representative. Contractor shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by Gila County at no additional cost to Gila County.

MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION

Contractor shall develop, implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of Gila County or its representatives. These measures will be extended by contract to all subcontractors used by the Contractor.

Contractor shall not make any changes or modifications to the security measures or confidentiality of Gila County data without Gila County's prior written consent.

HANDLING OF DATA

Contractor will handle the data with the understanding that (i) only Authorized Persons, assigned by the Contractor, will have access to the data and (ii) such persons shall not divulge, publish, or otherwise disclose, orally or in writing, data or use the data except as specifically provided in this Contract.

OWNERSHIP

As between the Contractor and Gila County, all data provided by Gila County belongs to Gila County. Notwithstanding anything to the contrary herein, Gila County grants the Contractor an unlimited license to use all Gila County data, for the purpose and uses set forth in this Contract. Contractor retains all rights to and ownership of all Contractor properties, facilities, products, and services, including, without limitation, all software, web sites, servers, plug-ins, and all intellectual property. Nothing contained in this Contract shall give Gila County any right of audit or any right to enter upon, or interfere with, any of the Contractor's properties, servers or systems, or to demand any segregation of data except as, and to the extent, expressly provided in this Agreement.

CONFIDENTIALITY

The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Contract, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). To the extent permitted by Arizona law, "Confidential Information" means all information provided by the Disclosing Party to the Receiving Party hereunder that is (i) proprietary or non-public information related to the past, present and future business activities of the Disclosing Party, its subsidiaries, and its affiliates; (ii) information relating to the Disclosing Party's business plans, financial information, methods, processes, code, data, information technology, network designs, passwords, and sign-on codes; or (iii) any other information that is designated as confidential by the Disclosing Party, when it represents trade secrets under Arizona law.

Confidential information does not include information that is or was, at the time of disclosure: (i) generally known or available to the public; (ii) received by Receiving Party from a third party; (iii) already in Receiving Party's possession prior to the date of receipt from Disclosing Party; (iv) independently developed by the Receiving Party provided in each case that such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, or breach of this Agreement, or breach of any legal, ethical or fiduciary obligation owned to the Disclosing Party or (v) required by law or a court decision to be disclosed as public information.

At all times the Receiving Party shall (i) use the same standard of care to protect the confidential information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Gila County's identified representatives), and (iv) disclose the Disclosing Party's Confidential Information to its Representatives on a 'need to know' basis.

INQUIRIES

Requests for additional information relating to this RFP should be directed to Jeannie Sgroi, Contracts Administrator at (928) 402-8612, or emailed to isgroi@gilacountyaz.gov. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 PM, January 13, 2016, will not be answered.

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

INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibits "B" and "C", 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 Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required, but copies must have original signatures.
- B. Before submitting the Proposal and Forms each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Proposal and all forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature and Offer Page and all required forms at time and place of opening shall be grounds for automatic disqualification of the Contractor from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise, will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Exhibit "A" (continued).....

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 34.

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

Offer & Acceptance Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

Discussions

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

Public Record

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

As-Read proposal results are provided in response to telephone or written inquires. Awarded proposal results shall be on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

Submittal Proposal Format

It is required that the proposal be submitted in triplicate (3), all with original signatures on all required RFP documents. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

- 1. By signature in the offer section of the Offer and Acceptance page 35, Contractor certifies:
 - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
 - D. Do *not* submit proposals in GBC binding (spiral binding).
- 2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
- 3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope as follows:

- 1. A minimum of Three (3) copies, all with original signatures shall be provided by the bidder.
- 2. The bidder's company name shall be written on the outside front of the sealed envelope.
- 3. The Proposal Title "Document Scan Conversion for the Gila County Recorder's Office-Rebid", RFP No., "092815", Date "January 21, 2016", and time "11:00 AM" of Proposal opening shall be written on the outside of the sealed envelope.
- 4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

- 1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to the County of Gila.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 - 1. Waive any immaterial defects or informalities; or
 - 2. Reject any or all Proposals; or portions thereof; or
 - 3. Reissue a Request for Proposal.
- 2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest, responsive, most qualified, and responsible Contractor. To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
- 3. Further, the County reserves the right to reject the Proposal of any Contractor who has previously failed to perform adequately after having once been awarded a prior Proposal for providing services similar in nature.
- 4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.
- 5. Those Contractors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County <u>may</u> be invited to appear before the Board for an oral review.
- 6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a bid proposal for this RFP have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Contractor, their agents, subcontractors and or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 35, Offer and Acceptance Page, and Bidders Qualification and Certification Form pages 27-28.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and or debarment of the Contractor.

Independent Contractor

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of, or have any contractual relationship, with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for their employees working on this contract. It is further agreed by Contractor that he or she shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

- Payment: Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices may be submitted monthly, or bi-monthly, for services performed under this contract.
- Payment of Taxes: The Contractor shall be responsible for paying all applicable taxes.
- Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and shall require all subcontractors, to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and or state and local laws and regulations, any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- IRS W9 Form: In order to receive payment, the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor shall provide Lien Waivers prior to Contractor receiving payment.

Co-op Use of Contract - Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation 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.

Exhibit "B" (continued)....

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

- 1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services and or specifications required in the contract.
- 2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
- 3. In the opinion of the County, Contractor fails to furnish the required service and or product within the time stipulated in the contract.
- 4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Force Majeure

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

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

Exhibit "B" (continued)....

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS - PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide document scan conversion services for the Gila County Recorder's Office.

General Purpose

- 1. All product specifications are minimum.
- 2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
- 3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 4. Contractor shall review its Proposal submission to assure the following requirements are met.
 - a. One (1) original and two (2) copies, total of three (3), **all with original signatures** shall be submitted
 - b. Qualification and Certification Form
 - c. Price Sheet
 - d. References List
 - e. No Collusion Certification
 - f. Intentions Concerning Subcontracting
 - g. Legal Arizona Workers Act Compliance
 - h. Bidder's Checklist & Addenda Acknowledgment
 - i. Offer and Acceptance Page

Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for one (1) more additional one-year period or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract, and any amendments issued during the term of the contract, shall remain the same and apply during the renewal period with the possible exception of price and or minor scope additions and or deletions.

Price Adjustment

The County may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Board of Supervisors shall determine whether the requested Contract price increase or an alternate option is in the best interest of the County. Any agreed upon Contract price changes will be applied to each specific location under the contract and documented on the renewal amendment as requested.

Exhibit "C" (continued)....

Evaluation of Proposal

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Method of Approach (Methodology);
- b. Capacity of Offeror; and
- c. Cost

Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices is prohibited.
 - a. Any Response to a request for Clarification of a Proposal shall be in writing.
 - b. Gila County shall keep a record of all Negotiations.
- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
 - b. Exclusive Negotiations: A determination may be made by the Finance Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most advantageous to the County.
- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
 - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
 - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

EXHIBIT "D"

Form W-9
(Rev. December 2014)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank	•					
3ge 2.	2 Business name/disregarded entity name, if different from above						
Print or type See Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner	Trust/estate	4 Exempti certain ent instructions Exempt par	ities, not s on pag	individu je 3):	iels; s	r to
Print or type	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box i the tax classification of the single-member owner.		Exemption code (if an		TCA rep	orting	3
T C	☐ Other (see instructions) ▶		(Applies to ecce	-	bined outsic	le the U	LS.)
Seciff	Address (number, street, and apt. or suite no.)	Requester's name	and address	(optiona	Ŋ		
See S	6 City, state, and ZIP code						
	7 List account number(s) here (optional)						
Par	Taxpayer Identification Number (TIN)						
Entery	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to ave	oid Social sec	curity numbe	F			
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> page 3.] -[
		or					
quideli	If the account is in more than one name, see the instructions for line 1 and the chart on page nes on whose number to enter.	4 for Employer	identificatio	numbe	ar		
			-				
Part						11	Independent Control
	penalties of perjury, I certify that:						
1. The	number shown on this form is my correct taxpayer identification number (or I am waiting for	a number to be iss	ued to me)	and			
ORL	not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest o onger subject to backup withholding; and	I have not been nor dividends, or (c)	otified by the	e Interi notifie	nal Rev d me ti	enue nat I :	am
3. I am	a U.S. citizen or other U.S. person (defined below); and						
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	is correct.					
Certific becaus	cation instructions. You must cross out item 2 above if you have been notified by the IRS the e you have falled to report all interest and dividends on your tax return. For real estate transar paid, acquisition or abandonment of secured property, cancellation of debt, contributions to	at you are currently	s not smale	Con man			_

generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the

General Instructions

Signature of

U.S. person ▶

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

instructions on page 3.

Sign

Here

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- * Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- . Form 1099-A (acquisition or abandonment of secured property)

Date >

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

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. The Contractor shall assess its own risk and if it deems appropriate and or prudent, maintain higher limits and or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Additional insured coverage shall be on a primary and non-contributory basis.

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

• Each Occurrence

\$1,000,000

The policy shall name Gila County, Gila County's Board of Supervisors, employees, its representatives and agents as additional insured with respect to all operations and related work and shall provide that all insurance applies separately to each insured against whom a claim is made or suit is brought. The additional insureds shall be added under an endorsement or older edition dates and attached to the Certificate of Insurance.

Gila County requires occurrence coverage. The Certificates should be marked "occurrence." If there is no marked "occurrence", we require the notation "occurrence form" in the Special Conditions box.

2. Products and Completed Operations Liability

Products – Completed Operations Aggregate

\$2,000,000

• Each Occurrence

\$1,000,000

3. Umbrella or Excess Liability

Each Occurrence \$1,000,000
 Aggregate providing excess liability over the General \$1,000,000
 Liability, Auto Liability and Employers Liability

4. Cyber Data Coverage

General Aggregate \$4,000,000
 Each Occurrence Limit \$2,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work and or Specifications of this Agreement.

Vendor shall maintain such insurance for an additional period of three (3) years following termination of the Agreement.

The insurance should provide coverage for the following risks:

- A. Liability arising from theft, dissemination and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- B. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to the Vendor's services including denial of service, unless caused by a mechanical or electronic failure.

5. 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".

6. Professional Errors and Omissions Coverage

•	General Aggregate	\$4,000,000
•	Each Occurrence Limit	\$2,000,000

7. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1.000.000

This coverage must include, at a minimum, statutory coverage for states in which employees are in engaging in work. No excluded positions will be allowed. Vendor agrees to waive subrogation against Gila County, Gila County's Board of Supervisors, employees, its representatives and agents.

- 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. Before commencing services, all legal entities referenced above must be individually listed on the certificate of insurance as an additional insured for liability coverage.
 - 3. Contractor must maintain insurance coverage throughout the term of the Contract. Failure to maintain coverage throughout the term shall be considered a breach of Contract.
 - 4. Contractor shall require all of its subcontractors and their respective sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of subcontractors in the Vendor's own policy.
 - 5. Contractor will notify Gila County of any material changes (including cancellation) to policies and endorsements. The certificate of insurance shall be emailed, mailed or faxed to Jeannie Sgroi, isgroi@gilacountvaz.gov, fax number 928-402-4386.
 - 6. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 - 7. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501, and shall be sent by certified mail, return receipt requested.
- D. <u>ACCEPTABILITY OF INSURERS:</u> 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 A- Class VII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. <u>VERIFICATION OF COVERAGE:</u> 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.

Insurance Provisions (continued)....

- F. <u>SUBCONTRACTORS</u>: 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. <u>APPROVAL</u>: 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.

ORIGINAL

OUALIFICATION AND CERTIFICATION FORM

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 092815 Document Scan Conversion for the Gila County Recorder's Office

The applicant submitting this Proposal warrants the following:

	0
1.	Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:
	US Imaging, Inc.
	400 S. Franklin Street, Saginaw, MI 48607
	rolson@us-imaging.com (989) 754-9949 Rhonda Olson
2.	Has Contractor (under its present or any previous name) ever failed to complete a contract? YesNo. 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?YesNo. If "Yes", give details, including the date the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4.	Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)?YesNo. 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 <u>AT LEAST</u> THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:
	a. A brief history of the Company.
	b. A Cost Proposal shall be submitted on the Price Sheet, attached herein 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, at-

d. List the specific qualifications the Contractor has in supplying the specified services.e. A list of any subcontractors (if applicable) to be used in performing the service must ac-

tached herein and made a full part of this contract by this reference.

company the Proposal.

(If Applicable)	
	ation Insurance (NCCI) uses to measure a business'
	r, which when multiplied by premium, can reward
policyholders with lower losses. E-mod rate	e may be a determining factor in bid award.
Current Contractor Business License Numbe	er:
NA	
(If Applicable)	
Contractor must provide copies of all requing the scope of services provided in this requirement.	red Arizona Certifications and Licenses in perform-
ing the scope of services provided in this req	question proposais.
	\mathcal{L}_{i} Ω Ω_{i}
	Klinerka NVSCX
	1 Marchael France
	Signature of Authorized Representative
	Rhonda Olson
	Printed Name
	Project Manager
	Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 092815 Document Scan Conversion for the Gila County Recorder's Office.

Contractor Name:	US Imaging, Inc.	Phone No.:	989-754-9949
		_	

Description	Cost
Phase 1	\$ 21,300.00
Phase 2	\$ 65,675.00
Phase 3	\$ 30,225.00
TOTAL COST	\$ 117,200.00

All applicable taxes shall be included in proposed amount.

REFERENCES LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1.	Company Name: Washoe County - NV
	Contact: Larry Burtness - Chief Deputy Recorder
	Phone: _775-326-6032
	Job Length of Time:Months2 Years 10 mo
	Job Description: 1935-1999 Rollfilm, Jackets, Books, Image Archiving.
	Multiple projects were completed on-time & within budget
	5,535,416 images converted
	Washoe County uses a Tyler Recording System
2.	Company Name: Spokane County - WA
	Contact: Melanie Muzatko - Chief Deputy Recorder
	Phone: 509-477-5959 Address: 1116 W. Broadway, Spokane, WA 98250
	Job Length of Time:Months2 Years 6 mo
	Job Description: 1881-1996 Books & Rollfilm
	Multiple projects were completed on-time & within budget.
	4,478,040 images converted.
	Spokane County uses a Tyler Recording System
3.	Company Name: Weld County - CO
	Contact: Carly Koppes - Clerk & Recorder
	Phone: 970-340-6530 Address: 1402 N. 17th Ave. Greeley, CO 80631
	Job Length of Time: 11 Months Years
	Job Description: 1864-1982 Books & Rollfilm
	1,668,731 images converted.
	Weld County uses a Tyler Recording System
	LIC Imaging Inc
	US Imaging, Inc.
	2/10 est/0/10011
	Signature of Authorized Representative
	Project Manager
	Title



WASHOE COUNTY RECORDER

ADMINISTRATION BUILDING 1001 E. 9TH STREET - P.O. BOX 11130 RENO, NEVADA 89520-0027

LAWRENCE R. BURTNESS County Recorder

Phone (775) 328-3661 Fax (775) 325-8010

January 25, 2016

Jeannie Sgroi, Contracts Administrator Gila County Finance Department Guerrero Complex 1400 East Ash Street, Globe, AZ 85501

Dear Jeannie,

I am providing this reference letter to be utilized for Gila County Recorder's Land Record Microfilm Scanning RFP # 092815.

Several Washoe County departments, including my office, have engaged in contracts with US Imaging. Careful and thorough evaluations were done in comparing image quality from several service organizations. US Imaging provided the highest quality images which made it an easy choice to select them as our vendor.

US Imaging scanned our 1935-1996 Official Record books and microfilm on-site and created high quality digital images that will be imported into our Tyler Technologies Land Records Management System. US Imaging inspected the digital images, enhanced poor quality TIFF images and grouped individual pages together as documents accurately. Cropping excess borders and the masking of multiple documents on a page was also performed.

US Imaging provided thorough and effective communication throughout the project. Over 4 million images were completed during the 2.5-year project. I would highly recommend your consideration of US Imaging for the Gila County microfilm scanning project.

Sincerely,

Larry Burtness Washoe County Recorder 1001 E. Ninth Street Reno, NV 89502 (775) 328-3664

L. R. Burfalss

Iburtness@washoecounty.us



SPOKANE COUNTY AUDITOR

January 25, 2016

Jeannie Sgroi, Contracts Administrator Gila County Finance Department Guerrero Complex 1400 East Ash Street, Globe, AZ 85501

Dear Jeannie,

I am providing this reference letter to be utilized for Gila County Recorder's Land Record Microfilm Scanning RFP # 092815.

Spokane County also issued an RFP and had several finalists scan samples of the same film so we could compare image quality fairly. US Imaging provided the highest quality images which made it an easy choice to select them as our vendor.

US Imaging scanned our 1881-1996 Land Record Books and Microfilm on-site and created high quality digital images that were imported into our Tyler Recording System. US Imaging inspected the digital images, enhanced poor quality TIFF images and grouped individual pages together as documents accurately. Cropping of excess borders and masking of multiple documents on a page was also performed.

US Imaging provided thorough communication throughout the project and over 4 million images were completed during the 2.5 year project. I would definitely recommend US Imaging for your Gila County's Land Record microfilm scanning project.

Sincerely,

Melanie Muzatko Records Manager

Spokane County Auditor 1116 W. Broadway Spokane, WA 98250 (509) 477-5959 MMuzatko@spokanecounty.org



OFFICE OF THE CLERK AND RECORDER

Gilbert Ortiz Pueblo County Clerk and Recorder 215 W 10th ST Pueblo, CO 81003



Scan the barcode with your smart phone or handheld device to update your registration immediately.

January 25, 2016

Jeannie Sgroi, Contracts Administrator Gila County Finance Department **Guerrero Complex** 1400 East Ash Street, Globe, AZ 85501

Dear Jeannie,

I am providing this reference letter to be utilized for Gila County Recorder's Land Record Microfilm Scanning RFP # 092815.

US Imaging provided high quality scanning of our 1988-1997 Land Records from Microfilm Rolls. The digital images were thoroughly inspected, poor quality TIFF images were enhanced and the individual pages were grouped together as documents accurately. The final images were formatted for importing into our Eagle Recorder Land Records system from Tyler Technologies.

US Imaging provided thorough communication throughout the project and their 3 Stage process helped maintain control of the project and budget. After completion of over 550,000 images from 1988-1997, we contracted with US Imaging to scan 875,000 images from 1963-1987 which is started in November 2015 and we expect to have completed by November 2016.

I would highly recommend US Imaging for your Gila County's Land Records microfilm scanning project.

Sincerely,

Gilbert Ortiz **Pueblo County** 15 W. 10th Street Pueblo, Colorado 81003 ortiz@co.pueblo.co.us

(719) 583-6628

P.O. Box 878 Phone: (719)583-6515 Pueblo, CO 81002-0480

Fax: (719)583-4894

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

STATE OF: Michigan
)ss COUNTY OF: Saginaw)
Mamann Makowski
(Name of Individual)
peing first duly sworn, deposes and says:
That he/she is Administrative Assistant
(Title)
of US Imaging, Inc. and (Name of Business)
(Name of Business)
That he or she is bidding on Gila County BID NO. 092815 DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE, GLOBE, AZ, and,
That neither he or she nor anyone associated with the said
US Imaging, Inc.
(Name of Business)
us, 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. US Imaging, Inc. Name of Business
SANDRA K QUINNAN Notary Public - State of Michigan Seginaw County My Commission Expires Nov 24, 2021 Acting in the County of SAGENALO Administrative Assistant Pitle
ubscribed and sworn to before me this 26 th day of January, 20 16. My Commission expires: Hov. 24, 2021

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 092815, Document Scan Conversion for the Gila County Recorder's Office, my intention concerning subcontracting a portion of the work is as indicated below.

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

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

	It is my intention	on to subcontra	act a portion	of the work.
1507				

It is not my intention to subcontract a portion of the work.

US Imaging, Inc.	
Name of Firm	
I Molifia CH Sou	
By: (Signature)	
Project Manager	
Title	

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

County shall have the right at any time to inspect the books and records of Contractor and any sub-contractor 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.

Blocka USOn
Signature of Authorized Representative
Rhonda Olson
Printed Name
Project Manager
Citle Citle

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 DOCUME	ENT			COMPLETED	EXECUTED
QUALIFICATION & CI	ERTIFICATION FO	DRM			
PRICE SHEET					
REFERENCE LIST					
NO COLLUSION IN BI	DDING				
INTENTIONS IN SUBO	CONTRACTING				
LEGAL ARIZONA WO	RKERS ACT COM	PLIANCE			- 1
BIDDER'S CHECKLIST	& ADDENDA AC	KNOWLEDGMEN	Т		
OFFER AND ACCEPTA	ANCE PAGE				
BACKGROUND AUTH	ORIZATION			NA	
W-9					
ACKNOWLEDGMENT OF	RECEIPT OF AD	DENDA:			
INITIALS	130	_120_	#3	#4	#5
DATE	1-13-16	1-13-16			
Signed and dated this	25	lay of Jan	uary	2016.	
		Contractor	maging, Inc	allso	200

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: *Company Name, Request for Sealed Proposals No. 092815 Document Scan Conversion for the Gila County Recorder's Office-Rebid.* All proposals shall be filed with Gila County Finance at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before January 21, 2016, 11:00 AM.

OFFER AND ACCEPTANCE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

Contractor Submitting Proposal:	For Clarification of this Offer, Contact:
US Imaging, Inc.	Name: _Scott Robinson
Company Name 400 S. Franklin Street	Title: President/Owner
Signature of Person Authorized to Sign Rhonda Olson Printed Name Project Manager	Phone No.:(989) 714-9700 Fax:(800) 517-4293 Email:srobinson@us-imaging.com
Title	
ACCEPTANCE (For Gila Count	
The Contractor is now bound to provide the materials or s and conditions, specifications, amendments, etc. and the Contract shall henceforth be referenced to as Contract	services listed in RFP No.: 092815 including all terms ontractor's Offer as accepted by County/public entity.
GILA COUNTY BOARD OF SUPERVISORS	ATTEST
Awarded this day of	Marian Sheppard, Clerk of the Board
Michael A. Pastor, Chairman, Board of Supervisors	APPROVED AS TO FORM
	Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief for Bradley D. Beauchamp, County Attorney

Form W-9
(Rev. December 2014)
Department of the Treasury

Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	14 Name (or all the control of the c						
	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. US Imaging, Inc.						Meso
page 2.	968						
0	3 Check appropriate box for federal tax classification; check only fine of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate instructions on page 3): Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)						
Print or type	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the tax classification of the single-member owner.	n the line above t		from FAT	-	orting	-
4 0	☐ Other (see instructions) ▶		(Applies to acc	ounts maintain	sed outsid	e the U.S.)	trionym
등	5 Address (number, street, and apt. or suite no.)	Requester's na	me and address	(optional)		-	rpupa.
8	400 S. Franklin Street	Gila Co	unty Reco	order			
9	6 City, state, and ZtP code		ast Ash S				
တိ	Saginaw, MI 48607		AZ 52806				
I	7 List account number(s) here (optional)	Globe, A	12 520U	2			
Part	Taxpayer Identification Number (TIN)						
THE OWNER OF THE OWNER, THE OWNER	our TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	i l Casial				renderensensensensen	
Dackui	WITHOUGHO, FOR INDIVIDUALS. This is denerally your social security number (SCN). Liquoyou &	old Social	security number	ar			J
resider	R allen, sole proprietor, or disregarded entity, see the Part Linetructions on page 2. For other	1 1					1
entities	, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i> page 3.	a L					
		or					_
Note.	f the account is in more than one name, see the instructions for line 1 and the chart on page	4 for Emplo	yer identificatio	n number	7		
guiden	nes on whose number to enter.	0.4	20		,] ,]	_	
		04	- 384	1 7 /	7 7	5	
Part			American desperation of the second				-
	penalties of perjury, I certify that:					-	-
1. The	number shown on this form is my correct taxpayer identification number (or I am waiting for	a number to be	issued to mel	: and			
2. I am Serv	not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) ice (IRS) that I am subject to backup withholding as a result of a failure to report all interest onger subject to backup withholding; and	I have not been	on an analysis of the sat		al Reve	enue lat i an	k
	a U.S. citizen or other U.S. person (defined below); and						
4. The F	ATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	is correct.					
Certific	ation instructions. You must cross out item 2 above if you have been notified by the IDS the		ently subject to	haokun	sadificate a	nielie e	
voudust	f tou ligge ightu to icloud an illesem mhi finchenne on vollf tay farige. For mai actata tranca	ndiamani ikawa 🙉 🗝		88W		-	
HODI COL	Dally, avgulation of abandonitient of secured property, cancellation of debt, contributions to	one localizated and as	adlesses and according		29.000 A.S.		
nstructi	y, payments other than interest and dividends, you are not required to sign the certification, toons on page 3.	out you must p	rovide your co	rrect TIN	. See t	he	
Sign Here	ign Signature of 111						
	/	1 de	0			-	
Gene	ral Instructions	man Internal 48	On Plant of the	A 12		_	

General Instructions

Section references are to the internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TiN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Request for Proposal

RFP # 092815 Rebid Microfilm Scan Conversion Gila County Recorder 1969 – 1997 Land Records

Presented to:

Gila County Finance Department
Attn: Jeannie Sgroi, Contracts Administrator
Guerrero Complex
1400 E. Ash Street
Globe, AZ 85501

Presented by:

US Imaging, Inc. 400 S. Franklin Street Saginaw, MI 48607

Rhonda Olson Project Manager rolson@us-imaging.com (989) 754-9949

January 13, 2016



January 13, 2016

Jeannie Sgroi, Contracts Administrator Gila County Finance Department Guerrero Complex 1400 E. Ash Street, Globe, AZ 85501

US Imaging, Inc. is pleased to present this Proposal to scan original microfilm jackets of the Gila County Recorders 1969-1997 Land Records. Our team will provide the County with an unparalleled combination of services and technology to provide the highest quality images and indexes possible. We exceed all ANSI, AIIM, NACRC & PRIA standards and are County's premier Scanning vendor due to our:

- **Experience** We have been in the imaging business for 40 years and have successfully scanned & indexed Land Records for over 523 Recorders.
- 3 Stage Process Our unique 3 Stage process allows us to provide the highest quality at the lowest price while providing the County with complete control over the image quality and project budget.
- <u>Stage 1:</u> On-Site Scanning US Imaging currently stores the original microfilm jackets in our climate controlled vaults and we will provide all necessary hardware, software and staff to perform on-site scanning of all the media types for this project. On-site scanning completely eliminates the possibility of loss.
- State of the Art Scanners We are a beta test site for multiple scanner manufacturers and receive new technology several months before our competitors. We utilize the newest scanners for every media type.
- Grayscale & Bi-Tonal Images We scan all media at 300 dpi and provide images as both Grayscale JPEG and Black & White TIFF formats. Grayscale JPEG images look exactly like the grayscale Microfilm and provide an exact digital backup of the film. Black and White TIFF images are enhanced to be just as legible as the JPEG images and their small file size provides superior system performance.
- ImageXpress Software An simple utility that provides temporary easy access to images by Book-Page #, Document #, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.
- Stage 2: Crop, Inspect² & Index² Images are cropped, inspected twice, indexed twice, 2 databases are compared and any mismatches are corrected to provide 100% grouping and indexing accuracy.
- **Poor Quality Reporting** Images are inspected twice as 12" x 16" images for legibility. We create a detailed Poor Quality Image Report that identifies the Book-Page # or Document-Page # of every poor quality TIFF image and the reason why it should be enhanced: too light, too dark, blurry, missing, microfilm retake, etc.
- ImageReview Software A simple utility that sorts the poor quality image report and displays the poor quality images. The County can quickly review the poor quality images, remove acceptable images from the report and control the level of quality and the budget for enhancing poor quality images.
- <u>Stage 3:</u> Image Enhancement US Imaging has developed the unique ability to adjust the contrast of Poor Quality TIFF images. We can adjust any light or dark area of an entire roll, splice, docket, jacket, document, page or <u>any specific area on a page</u> to provide the most legible TIFF images possible.
- Tyler Formatting We have successfully formatted images for over 40 Tyler Recording Systems.
- Guaranteed Quality If a County is ever unsatisfied with any image or index, we will correct it for free, forever.

We appreciate the opportunity to present our services and look forward to working with you. If you have any questions, please call (989) 754-9949 or e-mail rolson@us-imaging.com.

Sincerely,

Rhonda Olson Project Manager

Specific Qualifications US Imaging has in supplying the specified services within this RFP:

- US Imaging currently stores the original microfilm in our climate controlled vault.
- US Imaging will perform all scanning within our facility to completely eliminate the possibility of loss.
- We have successfully completed over 525 Land Record projects, which is more than all of our competitors combined.
- We maintained 100% customer satisfaction during the past 10 years and have never had a dissatisfied Recorder.
- We scan all media in color or grayscale and provide both JPEG & TIFF images, if a County ever questions the content
 of a TIFF image, they can view the JPEG to see exactly what the original image looked like on the original film or book.
- We have developed a custom capture, indexing and enhancing software program for high volume processing of Land Records called *ImageXpert*, no other vendor has this program or it's unique capabilities.
- We have developed *ImageXpress* retrieval software and provide it at no charge, so that Counties can easily access single page TIFF and JPEG images from Stage 1, while Stage 2 indexing and Stage 3 enhancing is taking place.
- We have developed *ImageReview* software to allow Counties to easily inspect and approve poor quality images for enhancement so the County can maintain control of quality and the budget.
- We display TIFF and JPEG images at full size on 2 portrait monitors and compare every TIFF to every JPEG and report any illegible TIFF images.
- Our secured facility currently stores over 100,000 boxes of confidential records for over 100 clients. Every box contains a barcode label with a unique number to identify the customer name, document type, first and last document within each box. Every box is physically tracked within a 4' x 4' location and can be physically located within seconds. Our database also tracks every employee that has touched each box.
- We can provide retrievals 24/7 and scan or fax documents within 15 minutes of request.
- We guarantee the quality and accuracy of the images and indexes. If the County should every have any issue, we will fix it for free, forever.
- We are currently Tyler Technologies preferred partner to scan and index microfiche for Tyler Recorder. We have successfully formatted images for over 40 Tyler Technologies customers.
- US Imaging will complete this entire project within 1 year of the start date.

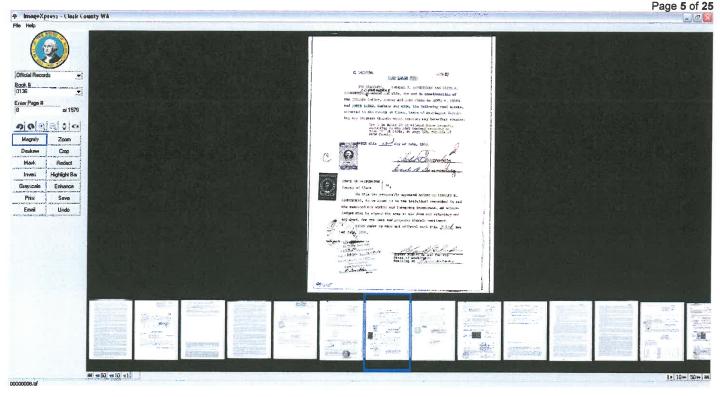
Gila County Requirements:

- Originals County will request authorization to scan original jackets at current off-site storage facility in Saginaw, MI.
- Index Data County will provide a text file of the docket # and page # of the first page of each document from the computer index for book 640 through book 916.
- Pilot County will inspect 1,000 images from a pilot sample to approve image quality and index accuracy.
- Poor Quality Image Report County will review & approve images on the poor quality image report for enhancement.
- Hardware County will allocate 100GB of Hard Drive Space to import TIFF images into the Tyler Recording System.
- Import County will contract with Tyler Technologies to import images and indexes into the Recording System.

US Imaging Requirements:

Stage 1 - Scan JPEG & TIFF On-Site for ImageXpress:

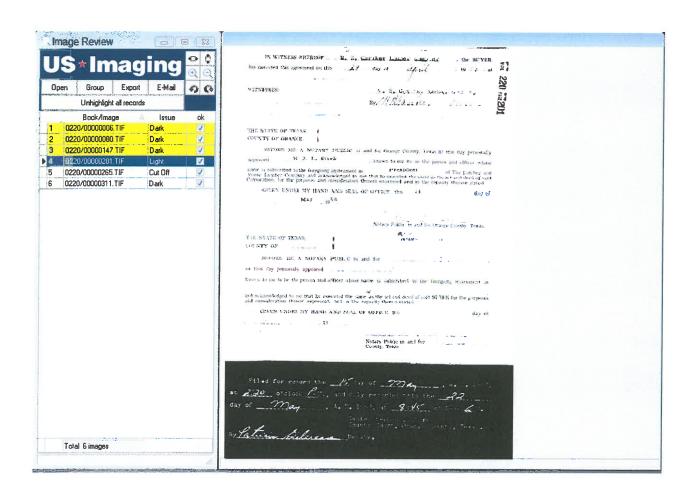
- On-Site Scanning US Imaging will provide all necessary hardware, software and staff to perform on-site scanning of all the jackets stored within our climate controlled vaults in Saginaw, MI.
- Media Tacking We will track the physical location of 100% of the jackets during the conversion process. We will
 provide an On-Line Inventory Report to track the location and progress of each box of jackets by the Box #, Docket
 Range or Document Range. Our staff will input their employee # and quantity of images after completing each Stage:
 scanning, cropping, inspecting, indexing, enhancing, formatting and shipping. The County can also utilize this report
 to track which images have been imported and accepted into the Tyler Recording system.
- Microfilm Jacket Inspection Each jacket will be inspected for scratches, dirt, damaged film, bent, and density throughout each Microfilm Jackets. If Diazo copies are interfiled with silver film, the Diazo will be removed from the original filing system and stored in order in a separate Diazo filing system. If Microfilm Jackets is damaged, deteriorating from Vinegar Syndrome or Redox, we will notify the County and request different copies.
- Microfilm Jacket Scanning Microfilm contains 256 shades of gray. 100% of the microfilm images will be scanned
 at 300 dpi in 256 shades of gray and saved in industry standard JPEG format. JPEG images are sequentially
 numbered by a zero filled 8 digit number and stored in folders named by Book Type and Docket # or Document #
 Range for approximately 1,000 documents.
- On-Site Content Inspection Our staff will inspect 100% of the images during scanning to guarantee that 100% of the pages have been captured in their entirety.
- Automatic Image Enhancement Each TIFF image will be automatically deskewed and solid black borders will be automatically cropped for optimum file compression. Despeckle is not performed on scanned images.
- Stage 1 Image Format Images will be stored in directories named by Document Type, Image Type and Docket # or Document # Range. Both JPEG and TIFF images will be single page images named by a zero filled, 8 digit, sequential number starting with 00000001.jpg and 00000001.tif for each Docket or Document Range.
- **USB Hard Drives** All single page JPEG and TIFF images will be copied to 2 sets of external 1TB USB Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for conversion to TIFF and off-site backup.
- Pilot Images 1,000 sample images will be cropped, inspected, indexed, enhanced and formatted for the Recording System. Pilot images will also be saved as multi-page TIFF files that are named by the Docket-Page # or Document # for easy viewing with any image viewer. We will e-mail a link, user name and password to download the Pilot Images from our FTP site.
- ImageXpress We will provide a software utility called ImageXpress to allow the County to retrieve single page TIFF & JPEG images until final images from Stage 3 are completed and imported into the Recording System. End users can retrieve digital images in the same manner as they currently do from microfilm and books, only much faster! Digital images can be viewed at Fit to Height, Fit to Width, Zoomed, Deskewed, Cropped, Redacted, Masked, Inverted and viewed in Black & White or Grayscale. Grayscale images can be adjusted lighter and darker and multiple pages can be selected for printing, saving or e-mailing as TIFF, JPEG or PDF.



Stage 2: Crop, Index & Inspect for ImageReview:

- Manual Cropping Due to certain camera backgrounds, page sizes, scratches on film and film formats, the
 automatic crop included in automatic cropping may leave large white borders, black borders, black lines and shadows
 on the images. Manual cropping is performed to provide a more accurate original page size, fewer bytes per image
 and better performance of your system and overall appearance of every image. No data or marginal notations will be
 removed from the image during this process.
- Manual Document Group¹ & Index¹ Our staff will manually group individual images together as documents and index each document by the Document # or the Book-Page # of the first page of the Document. Manual Grouping and indexing is done in a single pass and the accuracy will be approximately 99.5%.
- Automatic Document Group & Index Computer Index data for 275,000 images worth documents will be provided to automatically group images together as documents. The Computer Index data will include the Docket-Page # of the first page of each document. US Imaging will inspect every 10th document to insure that the Book-Page # data is in sync with the Book-Page # indexed on each page. If a mismatch is located, we will backup 10 documents and go image by image to locate the mismatch, make the necessary correction to return to sync. Automatic grouping and indexing is done in a single pass and the accuracy will be approximately 99.5%.
- Image Inspection Both Color JPEG and Black & White Images will be displayed side by side on two 20" monitors as full size 8.5" x 14" images. Our staff will compare the Black & White TIFF to the Color JPEG to make insure that all extremely light and extremely dark data has been captured properly. They will also look for specific details such as party names, legal description, signatures, time-date stamps and Book-Page numbers during this process. If any part of the TIFF image is considered illegible it will be added to the Poor Quality Image Report. The problems to be identified include: dark, light, cut off, blurry, A page, duplicate, missing, microfilm retake, and poor original.
- Poor Quality Image Report US Imaging will provide a report on the USB Hard Drive of single page TIFF images
 that identifies the Liber # or Document # Range, sequential TIFF image # and reason why it has been flagged (light,
 dark, blurry, poor quality original, A Page, duplicate, missing, etc.) The poor quality image report will identify the exact
 number of poor quality images so the County can inspect, audit and approve the quantity of images to be enhanced
 prior to the enhancement process.

- Stage 2 Image Format Cropped, inspected and indexed images will be stored in directories named by Document Type, Image Type and Docket # or Document # Range. Both JPEG and TIFF images will be single page images named by a zero filled, 8 digit, sequential number starting with 00000001.jpg and 00000001.tif for each Book, Box, Roll or Document Range. Indexes will be stored in a comma delimited text file and can be viewed along with the images.
- USB Hard Drives All cropped, inspected and indexed TIFF images will be copied to 2 sets of external 1TB USB Hard Drives. 1 set will be shipped to the County for review and on-site backup. 1 set will be stored at US Imaging for conversion to TIFF and off-site backup.
- ImageReview Software We will provide a reviewing software program called ImageReview that will allow the County to easily sort the Poor Quality Report by Document-Page #, Book-Image # or Poor Quality Issue (light, dark, blurry, etc). ImageReview can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. ImageReview will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. ImageReview highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, ImageReview exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.



Stage 3 - Enhance & Format for the Eagle Recording System:

- Image Enhancement US Imaging will adjust the poor contrast of County approved images. Our staff will enhance the entire page or <u>any specific area on a page</u> to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time in the future at no charge. US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- Rescanning In some cases, after all digital enhancement has been exhausted, US Imaging may return to the County to physically rescan media at different scanner settings to obtain a lighter or darker image. Return and rescanning will be performed at no additional charge to County.
- Stage 3 Image Format All final images and indexes will be formatted for accurate importing into your Eagle Recorder Recording System from Tyler Technologies.
- USB Hard Drives All formatted images will be copied to 2 sets of external 2TB USB Hard Drives. 1 set will be shipped to the County for importing and on-site backup. 1 set will be stored at US Imaging for off-site backup.

Before	After
IN WITNESS WHEREOF 9. S. Carridor Lancon Case, 11. the SUVER. has exercised this agreement on this A7 day of April 19.55 at WITNESSES: E. S. Con Lancon Case, 12. Sept. 10. S	IN WITNESS WHEREOF U. A. GARLON Labor. Couping the BEYER, but executed this greened on this. At any of Labor. 1958 of Swiften Street Couping to Street Couping to Management of the Couping to
COUNTY OF TEXAS. BEFORE ME. A NOTARY PUBLIC in and for Grange County. Totals on this day presently appeared. H. J. L. Stark. Shown to the form to the foregoing notioned as. President of The Intelligent about the foregoing notioned as. President of The Intelligent about the foregoing notioned as. President of The Intelligent about the foregoing notioned as. President of The Intelligent about the foregoing notioned as. President of The Intelligent about the foregoing notioned and of the Intelligent and Amount Lands of Grant Conference and confidences therein expressed and in the catalogy therein stated and Conference in the Intelligent and Intelligent Intelligent and Intelligent and Intelligent and Intelligent and Intelligent and Intelligent Annual Annual Annual Annual Intelligent I	THE STATE OF TEXAS. COUNTY OF GRANGE. REFORM MR. A MOTARY PUBLIC in and for Orange County, Texas on thir day percentally appeared. H. J. L. Stark
Solars, Public in and for County, Tesso. Filled for record the 15 by of May 220 of clock for the 15 by of May of May Solars Solars as Solars	Filed for record the 15 day of 200 day, the 22 day of 200 o'clock f and duly recorded that the 22 day of 200 day f. A. D. 1753. at 230 o'clock f and duly recorded that the 23 day of 200 day, A. D. 1958, at 215 o'clock f Sadie Stephens, Clirk County County, Texas. By County Silence Deputy.

- Disaster Recovery US Imaging's facility is located in Saginaw, MI which is free from Earthquakes, Hurricane's, Tsunami's, Volcano's, Tornado's and Flood's. Our facility is 20' above the 100 year flood plain and is made of Concrete and Steel. 100% of the facility is covered by a dry sprinkler system and server room and microfilm vaults have secondary clean agent suppression systems. Our climate controlled microfilm vaults maintain 65 degrees and 40% humidity. All of our servers are RAID 10 to allow a hard drive to crash and not loose any data. All of our servers and climate control systems have battery backup systems to maintain 1 hour of power loss and a secondary natural gas generator to provide unlimited power loss. Completed data is archived to 2 sets of external magnetic hard drives and archival quality M-Discs that have a 1,000 year life expectancy.
- Full Legal Name US Imaging, Inc.
- Brief Company History US Imaging was founded in 1976 as Micro Tec, a microfilm service bureau with 50 employees serving Financial and Healthcare entities in the Mid-West. In 1996, Micro Tec merged with 25 other service bureaus to form ImageMax, a nationwide service bureau with 600 employees serving Financial, Healthcare, State and Local Government. In 2006, the Government team left ImageMax to form US Imaging and focus exclusively on serving County Recorders. Our team has successfully served over 523 County Recorders nationwide.
- Physical Address 400 S. Franklin Street, Saginaw, MI 48607
- Lead Contact Person Rhonda Olson, Project Manager, Office Phone (989) 754-9949, Cell Phone (989) 928-1559
- Days and Hours of Operation Monday Friday, 6:00am 4:00pm MST
- **Litigation & Stability** US Imaging has never been involved in any litigation. US Imaging is owned by Scott Robinson, who has been in the imaging business for 30 years and is 50 years young. A Living Trust outlines responsibilities of Management staff in case Scott Robinson is no longer able to lead the organization.
- Staff Qualifications Staff:

Scott Robinson, CDIA - President & CEO

30 years of imaging experience

Bachelor's Degree, Business Management, Northwood University, 1988

Scott's grandfather started Micro Tec in 1976 and worked in production from 1982-1988, in 1988 Scott became the Regional Sales Manager for Micro Tec. From 1996-2006 Scott was consistently in the top 3 out of 50 sales people for ImageMax and became the VP of Government Solutions. In 2006 Scott formed US Imaging to focus solely on serving Counties. US Imaging has successfully completed over 523 projects, just like the one requested in this RFP.

Tina Arundel - Production Manager

18 years of imaging experience High School Diploma, Valley Lutheran H.S. 1998

Tina joined our administrative team in 1998 and quickly worked her way to Production Manager in 2002. Tina has managed the conversion of over 2 billion images for 600 clients. Tina is proficient with all of our hardware, software, processes and provides remote support to customers and software partners. Tina has helped develop our custom capture, indexing and enhancing program called *ImageXpert* and has worked out the details to create accurate export routines for over 50 imaging systems.

Rhonda Olson - Off-Site Project Manager

32 years of imaging experience High School Diploma, Eisenhower H.S. 1982

Rhonda has been with us for 31 years. She has "hands on" experience with every aspect of our business and was Production Manager for 7 years prior to Tina. Rhonda now coordinates proposals, document pickups, retrievals, project tracking, compares estimated totals to actual totals, document returns, satisfaction follow up. All questions regarding contracts, retrievals and project status can be handled by Rhonda.

- Accuracy We have proposed Single Grouping and Indexing of Land Records by our experienced staff which has been measured at 99% accuracy by over 100 Counties. Double Grouping and Indexing has been selected by over 400 Counties and is available for an additional charge of \$.025 per image to obtain 100% accuracy.
- Customer Base US Imaging has served over 523 County Recorders nationwide. We have provided reference letter from 3 County Recorder customers with similar year ranges, larger volumes and Eagle Recorder Software from Tyler Technologies. Here is a list of the 523 County Recorders we have served and we will be happy to provide details on as many as the County desires:

AR	Boone County
AR	Bradley County
AR	Lee County
AR	Miller County
AR	Montgomery County
AR	Pulaski County
AR	Union County
AR	St. Francis County
ΑZ	Coconino County
AZ	Gila County
ΑZ	Graham County
ΑZ	Santa Cruz County
CA	Amador County
CA	Calaveras County
CA	Contra Costa County
CA	Modoc County
CA	Mono County
CA	San Joaquin County
CA	San Luis County
CA	Santa Barbara County
CA	Siskiyou County
CA	Stanislaus County
СО	Archuleta County
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CO Garfield County	
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CO Huerfano County	
CO Lincoln County	
CO Mesa County	
CO Mineral County	
CO Montrose County	
CO Park County	
CO Pitkin County	
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KS	Pratt County
KS	Putnam County 2000
KS	Riley County
KS	Saline County
KS	Stafford County
KS	Trego County
KS	Wilson County
KS	Woodson County
KY	Anderson County
KY	Bell County
KY	Boyd County
KY	Bracken County
KY	Carroll County
KY	Clark County
KY	Daviess County
KY	Fleming County
KY	Graves County
KY	Green County
KY	Greenup County
KY	Hancock County
KY	Henry County
KY	Hopkins County
KY	Jessamine County
KY	Livingston County
KY	Lyon County

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KY	Mason County
KY	McLean County
KY	Menifee County
KY	Monroe County
KY	Nicholas County
KY	Ohio County
KY	Scott County
KY	Simpson County
KY	Spencer County
KY	Union County
KY	Warren County
KY	Webster County
ME	Hancock County
ME	Kennebec County
ME	Oxford County
ME	Sagadehoc County
ME	York County
МІ	Allegan County
MI	Alpena County
Mi	Barry County
МІ	Bay County
MI	Benzie County
MI	Berrien County
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М	Grand Traverse County
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М	Ionia County
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М	Jackson County
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MI	Livingston County
MI	Manistee County
MI	Marquette County
MI	Mason County
MI	Midland County
MI	Monroe County
MI	Montcalm County
MI	Newaygo County
MI	Oceana County
MI	Ogemaw County
MI	Osceola County
MI	Otsego County
MI	Ottawa County
MI	Presque Isle County
MI	Roscommon County
MI	Saginaw County
MI	Sanilac County
MI	Schoolcraft County
MI	Shiawassee County
МІ	St. Joseph County
MI	Tuscola County
MI	Van Buren County

М	Washtenaw County
M	Wayne County
M	Wexford County
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MN	Blue Earth County
MN	Brown County
MN	Chippewa County
MN	Cottonwood County
MN	Crow Wing County
MN	Dakota County
MN	Faribault County No. 3
MN	Fillmore County
MN	Houston County
MN	Kandiyohi County
MN	Lac Qui Parle County
MN	Lyon County
MN	Mahnomen County
MN	Marshall County
MN	Martin County
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MN	Mille Lacs County
	Mower County
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MN	Ottertail County
MN	St. Louis County
MN	Todd County
MN	Washington County
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	Winona County
MN	Sherburne County
MO	Audrain County
МО	Boone County
МО	Cape Girardeau County

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NC	Cabarrus County
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NC	Carteret County
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NC	Columbus County
NC	Cumberland County
NC	Davie County
NC	Durham County
NC	Haywood County
NC	Hoke County
NC	Lee County
NC	Macon County
NC	Martin County
NC	McDowell County
NC	Northampton County
NC	Robeson County
NC	Sampson County
NC	Stokes County
NC	Swain County
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SD	Butte County
SD	Hutchinson County
TN	Grainger County
TN	Knox County
TN	Marion County
TN	Van Buren County
TX	Atascosa County
TX	Bexar
TX	Blanco County
TX	Burnet County
TX	Cass County

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	Erath County
	Fort Bend County
	Galveston County
	Gillespie County
_	Gregg County
	Hurst, City of
TX	Jefferson
TX	Jourdanton Library
TX	Liberty County
TX	Live Oak County
TX	Lubbock County
TX	Moore County
TX	Orange County
TX	Refugio County
TX	San Patricio County
TX	Shelby County
TX	Somervell County
TX	Tarrant County
TX	Tom Green County
TX	Upshur
	Uvalde County
UT	Box Elder County
UT	Davis County
UT	Weber County
VA	Augusta County
VA	Bedford County
VA	Caroline County
VA	Carroll County
VA	Chatham County
VA	Chesapeake, City of
VA	Chesterfield County
VA	Clarke County
VA	Fluvanna County

VA	Isle of Wight County
VA	Kent County
VA	New Kent County
VA	Orangeburg County
VA	Prince William County
VA	Roanoke County
VA	Spotsylvania County
VA	Suffolk County
VA	Sussex County
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WA	Asotin County
WA	Clark County
WA	Columbia County
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WI	Green Lake County

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WI	Jackson County
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WI	Oconto County
WI	Ozaukee County
WI	Pierce County
WI	Portage County
WI	Racine County
WI	Rock County
WI	Sawyer County
WI	Sheboygan County
WI	St. Croix County
WI	Taylor County
WI	Trempeauleau County
WI	Vernon County
WI	Washington County
WI	Waukesha County
WI	Winnebago County
WI	Wood County
WY	Converse County
WY	Fremont County
WY	Johnson County
WY	Sweetwater County

Client#: 59647

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

USIMA

DATE (MM/DD/YYYY) 1/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate fiologi in fied of such effectsometrics).						
PRODUCER	CONTACT NAME:					
Saginaw Bay Underwriters	PHONE (A/C, No, Ext): 989 752-8600 FAX (A/C, No):					
Commercial Lines	E-MAIL ADDRESS:					
1258 S. Washington P.O. Box 1928	PRODUCER CUSTOMER ID #:					
Saginaw, MI 48605	INSURER(S) AFFORDING COVERAGE	NAIC#				
INSURED	INSURER A: Travelers Property Casualty					
US Imaging, Inc.	INSURER B : Amerisure					
400 S. Franklin St	INSURER C:					
Saginaw, MI 48607	INSURER D:					
	INSURER E:					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	XCLUSIONS AND CONDITIONS OF SUCH PO							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	MAD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	GENERAL LIABILITY			ZPP12P095581	02/03/2015	02/03/2016	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY			ii .			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
1							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
L	POLICY PRO- JECT LOC							\$
В	AUTOMOBILE LIABILITY			CA2090306	11/24/2014	11/24/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
-	ALL OWNED AUTOS					1	BODILY INJURY (Per accident)	\$
	X SCHEDULED AUTOS HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	X NON-OWNED AUTOS					-		\$
								\$
Α	X UMBRELLA LIAB X OCCUR			ZUP12P095831	02/03/2015	02/03/2016	EACH OCCURRENCE	\$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$1,000,000
	DEDUCTIBLE							\$
ì	X RETENTION \$ 10000							\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HKUB9443C324	02/03/2015	02/03/2016	X WC STATU- OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 500,000
	(Mandatory in NH)		N/A				E.L. DISEASE - EA EMPLOYEE	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$500,000
A	Professional			105511397	12/21/2015	10/12/2-16	\$5,000,000	
	Liability						\$25,000 Deductible	
DES	ASSOCIATION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required)							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Gila County, Gila Countys Board of Supervisors, employees, its representatives and agents as additional insured with respect to all operations and related work on a primary and noncontributory basis. 30 Day (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Gila County Recorder 1400 East Ash Street Globe, AZ 85501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	are o
	@1988-2009 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)			
Notice of Cancellation (10 Day Notice for nonpayment of premium) applies. If the insured is the successful bidder we will be able to obtain Professional Liability Limits of \$2,000,000/\$2,000,000, Cyber Date Coverage of \$2,000,000/\$2,000,000 and the waiver of subrogation on the workers compensation policy. (1/16)			

ARF-4273 Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 04/18/2017
Submitted For: Malissa Buzan

Submitted By: Allison Torres, Case Manager

<u>Department:</u> Community Services

Division: Comm. Action Program/Housing Servs.

Information

Request/Subject

Adoption of Proclamation No. 2017-04 proclaiming April as Fair Housing Month in Gila County.

Background Information

Each April, the U.S. Department of Housing and Urban Development (HUD) uses Fair Housing Month to mark the passage of the 1968 Fair Housing Act. The landmark law, passed shortly after the assassination of Dr. Martin Luther King, Jr., prohibits housing discrimination based on race, color, national origin, religion, sex, disability, and family status.

Evaluation

In an effort to raise awareness regarding the Fair Housing Act, the Gila County Community Services Division, Housing Services, would like to join the nation in proclaiming April as Fair Housing Month.

Conclusion

By the Board of Supervisors adopting Proclamation No. 2017-04, Gila County will join in a national effort proclaiming April as Fair Housing Month.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors adopt Proclamation No. 2017-04 proclaiming April as Fair Housing Month in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2017-04 proclaiming April 2017 as Fair Housing Month in Gila County. (Malissa Buzan)

Attachments

Proclamation No. 2017-04



PROCLAMATION NO. 2017-04

A PROCLAMATION OF THE GILA COUNTY BOARD OF SUPERVISORS PROCLAIMING APRIL AS FAIR HOUSING MONTH IN GILA COUNTY.

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 prohibit discrimination in the sale, rental, leasing, and financing of housing or land to be used for the construction of housing or in the provision of brokerage services on the basis of race, color, religion, sex, disability, family status or nation origin; and

WHEREAS, the 1968 and 1988 Federal Fair Housing Acts declare that it is a national policy to ensure equal opportunities in housing; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States.

NOW, THEREFORE, we, the members of the Gila County Board of Supervisors, do hereby proclaim April as Fair Housing Month in Gila County and do hereby urge all citizens of this County to comply with the letter and spirit of the Fair Housing Law.

PASSED AND ADOPTED this 18th day of April, 2017.

ATTEST:	GILA COUNTY BOARD OF SUPERVISORS
Marian Sheppard, Clerk	Tommie C. Martin, Chairman

ARF-4270 Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 04/18/2017
Submitted For: Malissa Buzan

Submitted By: Allison Torres, Case Manager

<u>Department:</u> Community Services

<u>Division:</u> Comm. Action Program/Housing Servs.

 Fiscal Year:
 2016 - 2017
 Budgeted?:
 Yes

 Contract Dates
 April 18, 2017 - June 30, 2017
 Grant?:
 Yes

Begin & End:

Matching No <u>Fund?:</u> Renewal

Requirement?:

Information

Request/Subject

Amendment No. 3 to Contract No. 014-0444 with Pinal-Gila Council for Senior Citizens Area Agency on Aging, Region V.

Background Information

For the past 12 years, Gila County Housing has received funding from Pinal-Gila Council for Senior Citizens Area Agency on Aging to provide emergency minor home repairs to eligible citizens residing in Gila County.

On July 16, 2013, the Board of Supervisors approved Contract No. 014-0444 for the period July 1, 2013, through June 30, 2014.

On July 15, 2014, the Board of Supervisors approved Amendment No. 1 to Contract No. 014-0444 for the period July 1, 2014, through June 30, 2015.

On August 4, 2015, the Board of Supervisors approved Amendment No. 2 to Contract No. 014-0444 for the period July 1, 2015, through June 30, 2016.

Evaluation

Amendment No. 3 will amend the contract dated July 1, 2013, to render services from April 18, 2017, through June 30, 2017.

The contract amount is \$6,242, which will be used to provide emergency minor home repair to eligible citizens residing in Gila County.

Conclusion

By approving Amendment No. 3 to Contract No. 014-0444, Gila County Housing Services will receive funding to assist eligible citizens with emergency minor home repairs.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this Amendment.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 3 to Contract No. 014-0444 between the Pinal-Gila Council for Senior Citizens (PGCSC), Area Agency on Aging, Region V, and the Gila County Community Services Division, Housing Services, whereby PGCSC will provide funding in the amount of \$6,242 to be used for emergency minor home repair to eligible citizens residing in Gila County effective April 18, 2017, through June 30, 2017. **(Malissa Buzan)**

Attachments

Amendment No. 3 to Contract No. 014-0444

Amendment No. 2 to Contract No. 014-0444

Amendment No. 1 to Contract No. 014-0444

Contract No. 014-0444 Pinal Gila Council for Senior Citizens Area Agency on Aging

PINAL GILA COUNCIL FOR SENIOR CITIZENS AREA AGENCY ON AGING, REGION V

CONTRACT AMENDMENT

1. CONTRACT NO. 014-0444	3. EFFECTIVE DATE OF AMENDMENT		4.
2. AMENDMENT #3 (6/16)	III DATE OF MOST RECENT S	SIGNATURE, WHICHEVER IS	
	LATER		
5. CONTRACTOR/PROVIDER (Name	and address)		
Gila County Community Services Divisi	ion		
5515 S. Apache Avenue, Suite 200 Globe, AZ 85501			
6. CONTENT OF AMENDMENT:			
.8			
A. To amend contract dated July 1,	2013.		
B. To render services from July 1, 2 and new service levels.	2016 through June 30, 2	017, in accordance w	ith the amended contract operating budget
7. EXCEPT AS PROVIDED FOR HERI HERETOFORE CHANGED AND/OI THE AMENDMENT SHALL BECOI OTHERWISE SPECIFIED HEREIN.	R AMENDED REMAII ME EFFECTIVE ON T	N UNCHANGED AN HE DATE OF THE I	ID IN FULL FORCE AND EFFECT. LAST SIGNATURE, UNLESS
SIGNATORY CERTIFIES HE/SHE	AAS THE AUTHORIT	Y TO BINE THE CO	NTRACTOR TO THIS CONTRACT.
9.		10.	
GILA COUNTY COMMUNITY SER	RVICES DIVISION	PINAL-GILA C	COUNCIL FOR SENIOR CITIZENS
SIGNATURE OF AUTHORIZED INDI	VIDUAL	SIGNATURE	
		(D)	m B. Gren
TYPED NAME		TYPED NAME	
Tommie C. Martin		O.	livia B. Guerrero
TITLE		TITLE	
Chairman,		P	resident/CEO
Gila County Board of Supervisors DATE	<u> </u>	DATE	
DAIL		DATE	
			5-28-2017

Approv	Approved as to form:		
Ву:	Jefferson R. Dalton		
TITLE:	Deputy Gila County Attorney, Civil Bureau Chief		
DATE:			

PINAL-GILA COUNCIL FOR SENIOR CITIZENS ANNEX B

CONTRACT I.D. NUMBER: 014-0444, Amendment #3 (6/16)

Area Agency on Aging Region V (AAA)

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

	[]	
	[]	Supplemental Payment Program (SPP)
	[]	Title V
	[]	United States Department of Agriculture (USDA)
	[]	Arizona Long Term Care System (ALTCS)
1.0	REIM	IBURSEMENT/PAYMENT CEILING:
		naximum contract reimbursement/payment ceiling for all services provided during m of the Contract and/or for the period specified shall be:
	Amou	nt during the Contract Term \$ 6,242
	year c establ	contract is extended or renewed for multiple periods, or is established as a multi- contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens ishes a reimbursement ceiling for each contract extension or renewal period, the nts by period are as indicated below.
	Maximu	n amount during the period from July 1, 2016 to June 30, 2017 is \$6,242
		nethod of compensation shall be in accordance with Section 2.0 of this ensation Section.

2.0 <u>COMPENSATION</u>

[X]

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

□2.1 Rate Note: This section is <u>not</u> applicable unless the box is either darkened or marked with an "X".

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

■ 2.2 Fixed Price with Price Adjustment Note: This section is <u>not</u> applicable unless the box is either darkened or marked with an "Y"

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling		
Minor Home Repair (RPR)	\$6,242		

3.0 METHOD OF PAYMENT

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with <u>Section 4.04 Payment</u> of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

- B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.
- C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).
- D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.
- E. The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.
- F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in <u>Section 4.03</u> Amendments of the General Provisions.
- G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.
- H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.
- I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.
- J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at \$0.00.

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with <u>Section 3.15 Reporting Requirements</u> of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

[X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with <u>Section 3.15 Reporting Requirements</u> of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

A.	Pinal-	-Gila Council for Senior Citizens/AAA
	[]	Congregate Monthly Meals Report (10 th)
	[]	Home Delivered Meals Monthly Meals Report (10th)
	[X]	Monthly Social Services (10 th)
	[]	Congregate Meals Registration Form w/Nutrition Score - Weekly
	[]	Service Utilization Log (Service Log) (3 rd)
	[]	Monthly Education/Activities Report (10 th)
	[]	Calendar of Activities (10 th)
	[]	Food Cost Report (10 th)
	[]	Nutrition Education Report (10 th)
	[]	Transportation Summary Sheet (10 th)
		Menu Cycle for RD approval - Quarterly
	[X]	Outreach Report - Quarterly
	[]	Non-Client Supportive Service Report – FCSP and roster (10 th)
	[]	Monthly, Ramp Loan Report (10 th)
B.	Supp	lemental Payment Program
	[]	ASCAP – Arizona Standardized Client Assessment Form (3 rd)
C.	Arizo	ona Long Term Care Services (ALTCS)
	[]	PG001 – Monthly Log of ALTCS Home Delivered Meals (3 rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens 8969 W. McCartney Road Casa Grande, AZ 85194-7432

or delivered to:

Pinal-Gila Council for Senior Citizens 8969 W. McCartney Road Casa Grande, AZ 85194-7432

5.0 <u>DELIVERY AND UNITS OF SERVICE</u>

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

- A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
- B. Significant changes in the delivery of the hot and/or frozen meal schedule.
- C. Revisions to the service methodology of any service specifications.
- D. Changes in the "suggested donation."
- E. The provider shall notify the PGCSC, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE		
Minor Home Repair	24			
20.00				

- 1) Direct Service means services performed by the contractor.
- 2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with

PGCSC policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PINAL-GILA COUNCI FOR SENIOR CITIZENS CONTRACT OPERATING BUDGET

Attachment A

Agency Name: Co Glia County Community Service:	ntract Number: 014-04	44, Amend. #3	FOR PERIOD From: 7/01/16	To: 6/30/17	Prepared by: M. Bu	zán	Date: July 1, 2016	
*****************	****************	****************		VENUES	<u>}</u>		4	
Services	Home Renair (RPR)					ŗ	***********	GRAND TOTAL
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U.S.D.A.		************		****************	**********			
U.S.D.A. ALTCS		***************		*************			}	
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OTHER CEILING						ļ	}	
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NON-FEDERAL CASH	***************************************							****************
OTHER NON-FEDERAL CASH				**************	*************	**************	}	
TITLE V		****************				**************	ļ	***************
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	6,242							
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RE		***************					(
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Space								
Equipment							1	
Viaterial/Supplies	500							50
Operating Svcs.								
Allocated Indirect							[
TOTAL EXPENSES	6,242	0	[6,24
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SUBTOTAL/Direct Svcs.	6,242	C) D	0	0		0	6,24
SUBTOTAL/Purchased Svs.				**************************************	************************************	p		
		****************	****************	• · · · · · · · · · · · · · · · · · · ·		}		
SERVICE TOTAL	6,242):				(6,24
No. of Units Direct	24						:	
No. of Units Purchased		*************		************	**************	!	1	
		,	†					
	260 08		•			i	•	
Unit Rate/Direct Unit Rate/Purchased	260.08				••••••		ļ	

11:02 AM AGM 8/8/2016 Page 1

PROGRAM/ADMINISTRATION SECTION

1.0	Authorized Signatory for Contractor:	
1.1	Gila County Community Services PROVIDER AGENCY NAME	FIE No86-6000444_
	_5515 S. Apache Ave. Suite 200, Globe Az 85501	928-425-7631
1.2	Tommie C. Martin Name of Authorized Signatory	Chairman Title
	is the signatory to this Contract on behalf of the Contracterm of this Contract.	actor and is responsible for the delivery of Contract Services during the
1.3	In the absence of the principal authorized signatory nar	med above, _Malissa Buzan
	_Director is authorized to sign this Cor	ntract and any amendments thereto on behalf of the Provider.
2.0	Notices:	
2.1	The PGCSC AAA shall address all notices relative to the	nis Contract to the attention of:
	Malissa Buzan Director Gila County Community Sen	vices
	5515 S. Apache Ave Suite 200 Globe, Az 85501	928-425-7631 ext. 8693 Phone Number
	FAX:928-425-9468	E-MAIL: mbuzan@gilacountyaz.gov
2.2	Daily contact regarding programmatic issues for this con <u>Estelle Belarde</u> Deputy Director Name and Title	ntract:
	_5515 S. Apache Ave. Suite 200 Globe Az 85501	928-425-7631 ext 8685 Phone Number
	FAX: <u>928-425-9468</u>	E-MAIL: ebelarde@gilacountyaz.gov
2.3	Financial contact for issues regarding this contract:: Dana True, Interim Fiscal Manager Name and Title	
	5515 S. Apache Ave Suite 200 Globe Az 85501	928-425-7631 ext 8653 Phone Number
	FAX:928-425-9468	E-MAIL dtrue@gilacountyaz.gov
2.4	The Provider shall address all notices relative to this Co	ontract to the attention of:
	Olivia B. Guerrero, President/CEO Pinal-Gila Council for Senior Citizens 8969 W. McCartney Road Casa Grande, AZ 85194-7432	Telephone Number: 520-836-2758 Fax: 520-421-2033 E-Mail: oliviag@pgcsc.org
3.0	Contract Term:	
	The term of this Contract shall begin onJuly 1, 2 or the date of last signature, whichever is later, and s	

4.0 Contract Purpose: The Contract Services to be provided during the term of this Contract shall address the problem(s) and need(s) and seek to achieve program goals described below.

The target populations and needs are identified and specified in the Area Agency on Aging Area Plan for Services and the Area Plan Amendments.

Contract Goal: To plan, coordinate and implement a comprehensive system of services for the elderly in accordance with the Older Americans Act of 1965 (42 U.S.C., and 3001, et. seq.); the OAA Regulations 45 CFR part 1321): DHHS Grant Administration Regulations (45 CFR part 74): and other applicable laws, rules and policies.

5.0 Contract Services and Service Delivery

5.1 Scopes of Work:

Each Contract Service to be provided during the term of this Contract shall be delivered in accordance with the requirements indicated in this contract.

5.2 Subcontractor

[] Any portion of the Contract Services to be provided under this contract by Subcontractors as identified in Section 5.6 of Annex A Section, the Contractor understands and warrants that no work shall be performed by a Subcontractor until the subcontract document has been reviewed by and approved in writing by the authorized PGCSC representative.

5.3 The Contract Services marked (x) below indicate the service(s) to be delivered during the term of this Contract to eligible persons are:

x Minor Home Repair/Renovation	Congregate Meals	Home Care Cluster:
Respite (Group)	Home Delivered Meals	Home Health Aid
Respite (In-Home)	Transportation	Housekeeping
Case Management	Legal	Nursing
FCSP Case Management		Personal Care

- 5.4 Eligibility Criteria, Intake Procedures and Case Records:
- 5.4.1 Eligibility Criteria
- [X] A. Title III:

Aging Services Eligibility criteria is limited to the descriptions in 45 CFR Part IV. "Grants for State and Community Programs on Aging," and Title XVI of the Social Security Act, as amended, and as identified in Aging & Adult Administration's Policy and Procedure Manual – 2004 and PGCSC Policies and Procedures.

[] B. Supplemental Payment Program:

Eligibility to be determined by case management agency. Clients eligible for the Supplemental Payment Program must meet the following criteria in order to receive services from the contractor.

- Be eligible for and receiving Supplemental Security Income (SSI).
- Be 65 years of age or older if applying for Home Health or Visiting Nurse Services.

5.4.2 Intake Procedures

- A. Providers will be required to adhere to PGCSC's Central Intake System for all client tracked (case managed) services.
- As required for individual services per Aging & Adults Administration's Policy and Procedure Manual 2004 and PGCSC policies and procedures.

5.4.3 Case Records

Case records shall be maintained as specified in the Aging & Adult Administrations Policy and Procedures – 2004 and PGCSC policies and procedures.

PINAL GILA COUNCIL FOR SENIOR CITIZENS AREA AGENCY ON AGING, REGION V

CONTRACT AMENDMENT

I. CONTRACT NO. 014-0444	3. EFFECTIVE DATE OF AMENDMENT		4.
2. AMENDMENT #2 (6/15)	■ DATE OF MOST RECENT SIGNATER	NATURE, WHICHEVER IS	
5. CONTRACTOR/PROVIDER (Name a	and address)		
Gila County Community Services Division 5515 S. Apache Avenue, Suite 200 Globe, AZ 85501	on		
6. CONTENT OF AMENDMENT:			
A. To amend contract dated July 1, 2	2013.		
B. To render services from July 1, 2 and new service levels.	015 through June 30, 201	6, in accordance w	ith the amended contract operating budget
7. EXCEPT AS PROVIDED FOR HERE HERETOFORE CHANGED AND/OR THE AMENDMENT SHALL BECOMOTHERWISE SPECIFIED HEREIN. SIGNATORY CERTIFIES HE/SHE HE	R AMENDED REMAIN U ME EFFECTIVE ON THE BY SIGNING THIS FOR	JNCHANGED AN E DATE OF THE L RM ON BEHALD	ND IN FULL FORCE AND EFFECT. LAST SIGNATURE, UNLESS OF THE CONTRACTOR, THE
9.	10	0.	
GILA COUNTY COMMUNITY SER			OUNCIL FOR SENIOR CITIZENS
SIGNATURE OF AUTHORIZED INDIV	VIDUAL S	IGNATURE	
Michael a Santi			Du Boller
TYPED NAME Michael A. Pastor Gila County Board of Superv		YPED NAME O	livia B. Guerrero
8-4-2015	Т	ITLE P	resident/CEO
DATE Approved as to form:	D	ATE	

Bryan B. Chambers
Deputy County Attorney/Civil Bureau Chief

PINAL-GILA COUNCIL FOR SENIOR CITIZENS ANNEX B

CONTRACT I.D. NUMBER: 014-0444, Amendment #2 (6/15)

Area Agency on Aging, Region V (AAA)

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

	6-3	
	[]	Supplemental Payment Program (SPP)
	[]	Title V
	[]	United States Department of Agriculture (USDA)
	[]	Arizona Long Term Care System (ALTCS)
1.0	REIN	ABURSEMENT/PAYMENT CEILING:
		naximum contract reimbursement/payment ceiling for all services provided during rm of the Contract and/or for the period specified shall be:
	Amou	unt during the Contract Term \$ 6.242
	year d establ	contract is extended or renewed for multiple periods, or is established as a multi- contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens lishes a reimbursement ceiling for each contract extension or renewal period, the nts by period are as indicated below.
	Maximu	m amount during the period from <u>July 1, 2015</u> to <u>June 30, 2016</u> is \$6,242
		nethod of compensation shall be in accordance with Section 2.0 of this pensation Section.

2.0 <u>COMPENSATION</u>

IXI

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

□2.1 Rate Note: This section is <u>not</u> applicable unless the box is either darkened or marked with an "X".

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

■ 2.2 Fixed Price with Price Adjustment Note: This section is not applicable unless the box is either darkened or marked with an "X"

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service Payment Ceiling	
\$6,242	

3.0 METHOD OF PAYMENT

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with <u>Section 4.04 Payment</u> of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

- B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.
- C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).
- D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.
- E. The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.
- F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in <u>Section 4.03</u> Amendments of the General Provisions.
- G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.
- H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.
- In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.
- J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at \$0.00.

4.0 <u>REPORTING REQUIREMENTS</u>

4.1 Financial Reporting Requirements

In accordance with <u>Section 3.15 Reporting Requirements</u> of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

[X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with <u>Section 3.15 Reporting Requirements</u> of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

A.	Pinal-	Gila Council for Senior Citizens/AAA
	[]	Congregate Monthly Meals Report (10 th)
	[]	Home Delivered Meals Monthly Meals Report (10th)
	[X]	Monthly Social Services (10 th)
	[]	Congregate Meals Registration Form w/Nutrition Score - Weekly
	[]	Service Utilization Log (Service Log) (3 rd)
	[] [] [] []	Monthly Education/Activities Report (10th)
	[]	Calendar of Activities (10 th)
	[]	Food Cost Report (10 th)
	[]	Nutrition Education Report (10 th)
	[]	Transportation Summary Sheet (10 th)
		Menu Cycle for RD approval - Quarterly
	[X]	Outreach Report - Quarterly
	[]	Non-Client Supportive Service Report – FCSP and roster (10 th)
	IJ	Monthly, Ramp Loan Report (10th)
B.	Supple	emental Payment Program
	[]	ASCAP - Arizona Standardized Client Assessment Form (3 rd)
C.	Arizo	na Long Term Care Services (ALTCS)
	[]	PG001 - Monthly Log of ALTCS Home Delivered Meals (3 rd)
The re	norts r	equire in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens 8969 W. McCartney Road

4.3

Casa Grande, AZ 85194-7432

or delivered to:

Pinal-Gila Council for Senior Citizens 8969 W. McCartney Road Casa Grande, AZ 85194-7432

5.0 <u>DELIVERY AND UNITS OF SERVICE</u>

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

- A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
- B. Significant changes in the delivery of the hot and/or frozen meal schedule.
- C. Revisions to the service methodology of any service specifications.
- D. Changes in the "suggested donation."
- E. The provider shall notify the PGCSC, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Minor Home Repair	24	

- 1) Direct Service means services performed by the contractor.
- 2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with

PGCSC policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS ANNEX B

CONTRACT I.D. NUMBER: 014-0444, Amendment #2 (6/15)

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

	[X]	Area Agency on Aging, Region V (AAA)
	[]	Supplemental Payment Program (SPP)
	[]	Title V
	[]	United States Department of Agriculture (USDA)
	[]	Arizona Long Term Care System (ALTCS)
1.0	REIN	ABURSEMENT/PAYMENT CEILING:
		naximum contract reimbursement/payment ceiling for all services provided during rm of the Contract and/or for the period specified shall be:
	Amou	unt during the Contract Term \$ 6,242
	year d establ	contract is extended or renewed for multiple periods, or is established as a multi- contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens lishes a reimbursement ceiling for each contract extension or renewal period, the nts by period are as indicated below.
	Maximu	m amount during the period from <u>July 1, 2015</u> to <u>June 30, 2016</u> is <u>\$6,242</u>
		nethod of compensation shall be in accordance with Section 2.0 of this sensation Section.
2 0	COM	IPENS ATION

2.0 COMPENSATION

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

□2.1 Rate Note: This section is <u>not</u> applicable unless the box is either darkened or marked with an "X".

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Rate/Per Unit	Maximum # of Units	Service Payment Ceiling
	Rate/Per Unit	Rate/Per Unit Maximum # of Units

■ 2.2 Fixed Price with Price Adjustment Note: This section is not applicable unless the box is either darkened or marked with an "X"

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling	
Minor Home Repair (RPR)	\$6,242	

3.0 METHOD OF PAYMENT

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with <u>Section 4.04 Payment</u> of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

- B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.
- C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).
- D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.
- E. The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.
- F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in <u>Section 4.03</u> Amendments of the General Provisions.
- G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.
- H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.
- In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.
- J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at \$0.00.

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with <u>Section 3.15 Reporting Requirements</u> of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

[X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with <u>Section 3.15 Reporting Requirements</u> of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

A.	[] [X] [] [] [] []	Gila Council for Senior Citizens/AAA Congregate Monthly Meals Report (10 th) Home Delivered Meals Monthly Meals Report (10 th) Monthly Social Services (10 th) Congregate Meals Registration Form w/Nutrition Score - Weekly Service Utilization Log (Service Log) (3 rd) Monthly Education/Activities Report (10 th) Calendar of Activities (10 th) Food Cost Report (10 th) Nutrition Education Report (10 th) Transportation Summary Sheet (10 th) Menu Cycle for RD approval - Quarterly Outreach Report - Quarterly Non-Client Supportive Service Report - FCSP and roster (10 th) Monthly, Ramp Loan Report (10 th)
B.	Suppl	emental Payment Program
	[]	ASCAP – Arizona Standardized Client Assessment Form (3 rd)
C.	Arizo	na Long Term Care Services (ALTCS)
	[]	PG001 – Monthly Log of ALTCS Home Delivered Meals (3 rd)
The re	ports :	require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens 8969 W. McCartney Road

4.3

Casa Grande, AZ 85194-7432

or delivered to:

Pinal-Gila Council for Senior Citizens 8969 W. McCartney Road Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

- A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
- B. Significant changes in the delivery of the hot and/or frozen meal schedule.
- C. Revisions to the service methodology of any service specifications.
- D. Changes in the "suggested donation."
- E. The provider shall notify the PGCSC, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Minor Home Repair	24	

- 1) Direct Service means services performed by the contractor.
- 2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with

PGCSC policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PINAL-GILA COUNCI FOR SENIOR CITIZENS CONTRACT OPERATING BUDGET

Agency Name:	Contract Number:		-1				Attachment A Date: July 1, 2015	
Gila County Community Service:			FOR PERIOD		Prepared by: M. Bu	rean .	Date: July 1, 2015	
CON COUNTY COLLEGERY SELAIDS	UVISION A	nend. #2		To: 6/30/16			<u>.</u>	****************
Condes			RE	VENUES	÷+++			
GENERAL	Home Repair (RPR)	•••••		 		ļ		GRAND TOTAL
Totals	6,242		.;0	0	0	0	0	
AREA AGENCY CEILING TITLE V	6,242	· · · · · · · · · · · · · · · · · · ·		į 			<u>.</u>	6,242
TITLE V	********			! ! 		<u> </u>	: 	
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ALTCS	*******	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				: }	: 	į
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PROGRAM INCOME				,		: :	:	:
NON-FEDERAL INKIND				p		•	**************************************	
NON-FEDERAL CASH		***************	•			<u>;</u>	**************	
OTHER NON-FEDERAL CASH			•			}	••••••••••••••••••••••••••••••••••••••	
TITLE V						} !		
OTHER FEDERAL TOTAL REVENUE					***************		!	
TOTAL REVENUE	6,242		<u></u>			·	·	6,242
Budget Categories				EXPEN	SES			
Personnel ERE Profession <i>al/</i> Outside						·	······	
ERE :		***************************************	***************************************	***************	• • • • • • • • • • • • • • • • • • • •			
Professional/Outside	5,432				**************			5,432
Trevel		****************			**************	}	}	
Space						}		
Equipment		*****************		*************	••••••			
Material/Sumplies	810							810
Material/Supplies Operating Svcs.		***************************************		•••••	•••••	}		
Allocated Indirect		******************				····	·	ļ
TOTAL EXPENSES	6.242					··-·-		6.242
SUBTOTAL/Direct Svcs.	•••••••••••••••••••••••••••••••••••••••	•••••				ļ	ļ	ļ
SUBTOTAL/Purchased Sys.		••••••				ļ	ļ	
	6,242							6,242
						 ,		
SERVICE TOTAL	6,242		<u></u>	0	0	0		:
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to. of Units Purchased			į			}	•••••••••••••••••	ļ
Init Rete/Direct	260.08						<u> </u>	į
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Unit Rate/Contract			L			<u></u>	L	!

PINAL GILA COUNCIL FOR SENIOR CITIZENS AREA AGENCY ON AGING, REGION V

CONTRACT AMENDMENT

1. CONTRACT NO. 014-0444	3. EFFECTIVE DATE OF AMENDMENT	4.
2. AMENDMENT #1 (7/14)	■ DATE OF MOST RECENT SIGNATURE, WHICHEVER IS LATER.	
5. CONTRACTOR/PROVIDER (Name a	nd address)	
Gila County Community Services Division	on	

Gila County Community Services Division 5515 S. Apache Avenue, Suite 200 Globe, AZ 85501

6. CONTENT OF AMENDMENT:

- A. To amend contract dated July 1, 2013.
- B. To render services from July 1, 2014 through June 30, 2015, in accordance with the amended contract operating budget and new service levels.

7. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF THE LAST SIGNATURE, UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALD OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BINE THE CONTRACTOR TO THIS CONTRACT.

9.	10.
GILA COUNTY COMMUNITY SERVICES DIVISION	PINAL-GILA COUNCIL FOR SENIOR CITIZENS
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE
2 Michael a Parto	Deni B Guenero
TYPED NAME Michael A. Pastor Chairman,	Olivia B. Guerrero
Gila County Board of Supervisors	Olivia B. Guerrero
July 15, 2014	TITLE President/CEO
DATE Approved as to form:	DATE 6/20/14
Bryan B. Chambers, Deputy Attorney Principa	1

PINAL-GILA COUNCIL FOR SENIOR CITIZENS ANNEX B

CONTRACT I.D. NUMBER: <u>014-0444</u>, Amendment #1 (7/14)

Area Agency on Aging, Region V (AAA)

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

[] Supplemental Payment Program (SPP) [] Title V [] United States Department of Agriculture (USDA) [] Arizona Long Term Care System (ALTCS) REIMBURSEMENT/PAYMENT CEILING: The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be: Amount during the Contract Term \$ 6.242 If this contract is extended or renewed for multiple periods, or is established as a multiple year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below. Maximum amount during the period fromtub 1.2014 to _hme 30, 2015 is \$6.242 The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.	_	_	
[] United States Department of Agriculture (USDA) [] Arizona Long Term Care System (ALTCS) REIMBURSEMENT/PAYMENT CEILING: The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be: Amount during the Contract Term \$ 6,242 If this contract is extended or renewed for multiple periods, or is established as a multiple year contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below. Maximum amount during the period fromJuly 1.2014 to _June 30, 2015 is \$6.242 The method of compensation shall be in accordance with Section 2.0 of this	[]	Supplemental Payment Program (SPP)
REIMBURSEMENT/PAYMENT CEILING: The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be: Amount during the Contract Term \$ 6,242 If this contract is extended or renewed for multiple periods, or is established as a multivear contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below. Maximum amount during the period fromJuly 1, 2014 to _June 30, 2015 is \$6.242 The method of compensation shall be in accordance with Section 2.0 of this	[]	Title V
REIMBURSEMENT/PAYMENT CEILING: The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be: Amount during the Contract Term \$ 6,242 If this contract is extended or renewed for multiple periods, or is established as a multivear contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below. Maximum amount during the period from July 1, 2014 to June 30, 2015 is \$6,242 The method of compensation shall be in accordance with Section 2.0 of this	[]	United States Department of Agriculture (USDA)
The maximum contract reimbursement/payment ceiling for all services provided during the term of the Contract and/or for the period specified shall be: Amount during the Contract Term \$ 6,242 If this contract is extended or renewed for multiple periods, or is established as a multivear contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens establishes a reimbursement ceiling for each contract extension or renewal period, the amounts by period are as indicated below. Maximum amount during the period from July 1, 2014 to June 30, 2015 is \$6,242 The method of compensation shall be in accordance with Section 2.0 of this	Ĺ]	Arizona Long Term Care System (ALTCS)
The method of compensation shall be in accordance with Section 2.0 of this	Th th A	he ma e tern mour this car co	eximum contract reimbursement/payment ceiling for all services provided during in of the Contract and/or for the period specified shall be: at during the Contract Term \$ 6,242 contract is extended or renewed for multiple periods, or is established as a multipatract in its entirety or in part, and Pinal-Gila Council for Senior Citizens shes a reimbursement ceiling for each contract extension or renewal period, the
The method of compensation shall be in accordance with Section 2.0 of this Compensation Section.	Ma	ximum	amount during the period from <u>July 1. 2014</u> to <u>June 30, 2015</u> is \$6.242
	Tł Co	ne me ompe	thod of compensation shall be in accordance with Section 2.0 of this nsation Section.

2.0 <u>COMPENSATION</u>

1.0

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

 \square 2.1 Rate Note: This section is <u>not</u> applicable unless the box is either darkened or marked with an "X".

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling

■ 2.2 Fixed Price with Price Adjustment Note: This section is <u>not</u> applicable unless the box is either darkened or marked with an "X".

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Minor Home Repair (RPR)	\$6,242

3.0 METHOD OF PAYMENT

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

- B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.
- C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).
- D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.
- E. The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.
- F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in <u>Section 4.03</u> Amendments of the General Provisions.
- G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.
- H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.
- I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.
- J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at \$0.00.

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with <u>Section 3.15 Reporting Requirements</u> of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

[X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with <u>Section 3.15 Reporting Requirements</u> of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

A.	Pinal	-Gila Council for Senior Citizens/AAA
	[]	Congregate Monthly Meals Report (10 th)
	[]	Home Delivered Meals Monthly Meals Report (10th)
	[X]	Monthly Social Services (10 th)
	[]	Congregate Meals Registration Form w/Nutrition Score - Weekly
	[]	Service Utilization Log (Service Log) (3 rd)
	[]	Monthly Education/Activities Report (10 th)
	[]	Calendar of Activities (10 th)
	[]	Food Cost Report (10 th)
	[]	Nutrition Education Report (10 th)
	[]	Transportation Summary Sheet (10 th)
	[]	Menu Cycle for RD approval - Quarterly
	[X]	Outreach Report - Quarterly
	[]	Non-Client Supportive Service Report – FCSP and roster (10 th)
	[]	Monthly, Ramp Loan Report (10 th)
B.	Supp	lemental Payment Program
	[]	ASCAP – Arizona Standardized Client Assessment Form (3 rd)
C.	Arizo	na Long Term Care Services (ALTCS)
	[]	PG001 – Monthly Log of ALTCS Home Delivered Meals (3 rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens 8969 W. McCartney Road

Casa Grande, AZ 85194-7432

or delivered to:

Pinal-Gila Council for Senior Citizens 8969 W. McCartney Road Casa Grande, AZ 85194-7432

5.0 DELIVERY AND UNITS OF SERVICE

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

- A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
- B. Significant changes in the delivery of the hot and/or frozen meal schedule.
- C. Revisions to the service methodology of any service specifications.
- D. Changes in the "suggested donation."
- E. The provider shall notify the PGCSC, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Minor Home Repair	24	

- 1) Direct Service means services performed by the contractor.
- 2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with

PGCSC policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PROGRAM/ADMINISTRATION SECTION

1.0	Authorized Signatory for Contractor:	
1.1	Gila County Community Services Division PROVIDER AGENCY NAME	FEI No. 86-6000444 FEDERAL EMPLOYER IDENTIFICATION NUMBER
	5515 S. Apache Ave., Suite 200, Globe, AZ 85501	928-425-7631 Prione Number
1.2	Michael A. Pastor Name of Principal Authorized Signatory	Chairman, Gila Co. Board of Supervisors Trie
	To execute contracts and amendments and is responsible for the	e delivery of Contract Services during the term of this Contract.
1.3	In the absence of the principal authorized signatory named above	e, Malissa Buzan
	Director is authorized to sign this Contract and any Provider.	
2.0	Notices:	
2.1	The PGCSC AAA shall address all notices relative to this Contra	ct to the attention of:
	Malissa Buzan, Director, Gila County Community Services	
	5515 S. Apache Ave., Suite 200, Globe, Arizona 85501	928-425-7631, Ext. 8693 Phone Number
	FAX: 928-425-9468	E-MAIL: mbuzan@gilacountyaz.gov
2.2	Daily contact regarding programmatic issues for this contract:	
	Malissa Buzan, Director, Gila County Community Services	
	5515 S. Apache Ave., Suite 200, Globe, Arizona 85501	928-425-7631, Ext. 8693 Phone Number
	FAX: 928-425-9468	E-MAIL: mbuzan@gilacountyaz.gov
2.3	Financial contact for issues regarding to this contract:	
	Nick Montague, Fiscal Manager Name and Title	
	5515 S. Apache Ave., Suite 200, Globe, Arizona 85501	928-425-7631, Ext. 8652 Phone Number
	FAX: 928-425-9468	E-MAIL: nmontaque@gilacountyaz.gov
2.4 1 2.5	The Provider shall address all notices relative to this Contract to the	attention of:
		ne Number: 520-836-2758 0-421-2033
	8969 W. McCartney Road E-Mail:	oliviag@pgcsc.org
	Casa Grande, AZ 85194-7432	
3.0	Contract Term:	
	The term of this Contract shall begin onJuly 1, 2014 w or the date of last signature, whichever is later, and shall terminate	ate onJune 30, 2015
4.0	Contract Purpose: The Contract Services to be provided during need(s) and seek to achieve program goals described below.	the term of this Contract shall address the problem(s) and

The target populations and needs are identified and specified in the Area Agency on Aging Area Plan for Services and the Area Plan Amendments.

Contract Goal: To plan, coordinate and implement a comprehensive system of services for the elderly in accordance with the Older Americans Act of 1985 (42 U.S.C., and 3001, et. seq.); the OAA Regulations 45 CFR part 1321): DHHS Grant Administration Regulations (45 CFR part 74): and other applicable laws, rules and policies.

5.0 Contract Services and Service Delivery

5.1 Scopes of Work:

Each Contract Service to be provided during the term of this Contract shall be delivered in accordance with the requirements indicated in this contract.

5.2 Subcontractor

[] Any portion of the Contract Services to be provided under this contract by Subcontractors as identified in Section 5.6 of Annex A Section, the Contractor understands and warrants that no work shall be performed by a Subcontractor until the subcontract document has been reviewed by and approved in writing by the authorized PGCSC representative.

5.3 The Contract Services marked (x) below indicate the service(s) to be delivered during the term of this Contract to eligible persons are:

Minor Home Repair/Renovation	Congregate Meels	Home Care Cluster:
Respite (Group)	Home Delivered Meals	Home Health Aid
Respite (in-Home)	Transportation	Housekeeping
Case Management	Legal	Numing
FCSP Case Management		Personal Care

5.4 Eligibility Criteria, Intake Procedures and Case Records:

5.4.1 Eligibility Criteria

[x] A. Title !!!:

Aging Services Eligibility criteria is limited to the descriptions in 45 CFR Part IV. "Grants for State and Community Programs on Aging," and Title XVI of the Social Security Act, as amended, and as identified in Aging & Adult Administration's Policy and Procedure Manual – 2004 and PGCSC Policies and Procedures.

[] B. Supplemental Payment Program:

The Supplemental Payments Program (SPP) had been considered an entitlement program for some clients receiving Housekeeper, Home Health Ald and/or Visiting Nurse services until June 30, 1893. It is now a discretionary program, based upon funding availability. Individuals who were enrolled in the SPP Prior to 6/30/1893 were authorized to maintain monthly payments to purchases services as long a eligibility is maintained.

5.4.2 Intake Procedures

- A. Providers will be required to adhere to PGCSC's Central Intake System for all client tracked (case managed) services.
- B. As required for individual services per Aging & Adult Administration's Policy and Procedure Manual Chapter 3000, Section 3140 and PGCSC policies and procedures.
- C. Providers will be required to adhere to Aging & Adult Administration's Policies with respect to entry of client data and service billing on the DAARS system.

5.4.3 Case Records

Case records shall be maintained as specified in the Aging & Adult Administrations Policy and Procedures 3000, Section 3140 and PGCSC policies and procedures.

5.5 Staffing:

Each Contract Service shall be provided by the following personnel positions:

Contract Service Name	Position Title	No. of FTEs	Ratio of Direct Care Staff to Clients
Home Repair/Renovations	Housing Administrator	1	n/a
	Housing Rehab Specialist	1	n/a
	Director	1	n/a
	Grants Administrator	1	n/a
<u>.</u>	Fiscal Manager	1	n/a

FACILITY LOCATION CHART

Contract Services may be delivered only at the facilities and locations specified below and will be available during the hours of operation indicated:

		T &		7
NAME OF FACILITY, ADDRESS, PHONE AND FAX NO. WHERE SERVICES(S) WILL BE PROVIDED.	CONTRACT SERVICE(S)	8 U B	Days & Hours of Operation	Geographic Coverage
Gila County Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	Home Repair/Renevations		Monday — Friday 8:00em — 5:00pm	All of Gila County, including Globe, Miami, Cisypool, Hayden,
Gila County Community Services 107 W. Frontier St, Bidg C Payson, Arizona 85641	Home Reput/Renovations		Monday — Friday 8:00am — 6:00pm	Hayden, Winkelman, Roosevelt, Tonto Basin, Young, Gisela, Pine, Strawberry, Payson, Star Valley

The Contractor's Administrative office will not	be open on those holidays marked	below (darken box for applicable ho	idays):
⊠New Year's Day	☐ Good Friday	☐ Yon Kippur	(Other
Martin Luther King, Jr.'s Birthday	Memorial Day	☐ Columbus Day	C Floating Holiday
CI Lincotn's Birthday	☑ Independence Day	☑ Veteran's Day	
☐ Weshington's Birthday	Labor Day	☑ Thankagiving Day	0
⊠Presidents' Day	Rosh Hashanah	☑ Christmas Day	
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^{*}Contractor may additiolate facility locations and/or subcontractors pursuant to 4.5.9 of the Scope of Work.

PINAL-GILA COUNCI FOR SENIOR CITIZENS CONTRACT OPERATING BUDGET

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COST ALLOCATION PLAN FY 2014-2014

Cost		Allocation
Minor Home Repair	•	24 clients assisted with \$250 per unit x 100% charged to Pinal Gila Council for Senior Citizens funding.

Scope of Work Area Agencies on Aging

HOME REPAIR AND RENOVATIONS

22.0

22.1	Purpose Statement The service helps to assist older adults to obtain adequate housing, including residential repair and renovation projects designed to enable older adults to maintain their homes in conformity with minimal housing standards.
22.2	Service Description
22.2.1	Taxonomy Definition – A service that provides for safety and/or structural repairs to the home.
22.2.2	Home repair increases or maintains independence of eligible individuals.
22.2.3	
	Home repair increases the individual's mobility, safety, and access to and around the home.
22.2.4	For purposes of the Family Caregiver Support Program, this service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.
22.2.5	Eligibility Requirements - The Contractor shall provide services to individuals and caregivers that meet the eligibility requirements as described in Chapters 3100 and 3600 of the DAAS Policy and Procedure Manual, as may be amended.
22.3	Service Requirements – The Contractor shall:
22.3.1	Ensure that all subcontractors receive an orientation to the Contractor's agency and to the target group being served.
22.3.2	For purposes of the Family Caregiver Support Program, ensure that services are provided on a temporary and limited basis as defined in the DAAS Policy and Procedures Manual, Chapter 3600, as may be amended.
22.3.3	Examine and utilize all other available resources (e.g., funding) prior to providing the service.
22.3.4	Assess the adequacy of the individual or caregiver's residences in relation to his/her needs, desires and preferences, and specify/document the needed structural repairs or adaptations.
22.3.5	Adapt, repair or build structural items which increase the person's ability to perform activities of daily living independently or which eliminate unsafe conditions, such as, but not limited to:
	1. Building of ramps.
	2. Cooler and heater repair/maintenance.
	3. Widening of doorways.
	4. Installation of grab bers.
	5. Screen repair.
	6. Installation of safety mats.
	7. Window repair.
	8. Minor roof repair.
	9. Door repair.
	10. Floor repair.
22.3.6	Any adaptations to be done to rental property shall have prior signed consent of the owner/landlord.
22.4	Licensure/Certification Requirements The Contractor shall:
22.4.1	Comply with all federal, state and local licensure/certification requirements.
22.4.2	Ensure that materials and work meet industry standards.
22.4.3	Ensure that all repairs and adaptations conform to state and local building codes.
22.5	Performance Measure
22.5.1	Number of clients that receive services annually.
22.6	Reporting Unit
22.6.1	One unit of service equals one repair or adaptation.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS UNIFORM GENERAL TERMS AND CONDITIONS

- Definitions As used in these terms and conditions, the following terms have the following meaning:
 - **Annex A** is the annex to this Contract, which contains a description of the services to be delivered pursuant to this Contract.
 - 1.2 "Annex B" is the annex to this Contract, which contains the approved budget, level of service and any conditions for payment for the delivery of service(s) pursuant to this Contract.
 - 1.3 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - "Begin Date" means the date that the contractor may start to provide services under this contract. The contractor will not be pald or reimbursed for contract services provided prior to the Begin Date. However, payments or reimbursements shall not be made under this contract until the effective date of this contract.
 - "Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment having an acquisition cost of \$1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., tax, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures or other facilities; improvements).
 - 1.6
 1.6 "Compensation" means that part of this contract that contains the approved method of payment or reimbursement, which may include a budget or fee or rate for the delivery of service(s) pursuant to this contract. Compensation also means Cost or Price.
 - "Contract" means the combination of the solicitation, including the Uniform and Special Instruction to offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.8 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.9 "Contract Expenditures" means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget for Contract Services set forth in Annex B.
 - 1.10 "Contract Services" means the services to be delivered by the Contractor that are so designated in Annex A.
 - 1.11 "Contractor" means any person or entity who has a Contract with Pinal-Gila Council for Senior Citizens.
 - 1.12 "Days" means calendar days unless otherwise specified.
 - 1.13 "Department" means Pinal-Gila Council for Senior Citizens (PGCSC_).
 - 1.14 **"Eligible Persons"** means the persons determined eligible for contract services in accordance with the criteria set forth herein.
 - 1.15 **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.16 "Fiscal Year" means the period beginning with July 1 and ending June 30.
 - 1.17 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal of greater value is received.
 - 1.18 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

- 1.19 **Procurement Officer"** means the Pinal-Gila Council for Senior Citizens President/CEO, who is duly authorized to enter into and administer contract and make written determinations with respect to the contract or his or her designee.
- 1.20 "Reimbursement Ceiling" means the amount so designated in Annex B and is the maximum amount payable by Pinal-Gila Council for Senior Citizens under this contract.
- 1.21 "PGCSC" is Pinal-Gila Council for Senior Citizens, is the designated Area Agency on Aging (AAA) for Region V.
- 1.22 "Scope of Work" means the description of service(s) to be provided pursuant to this contract. Scope of Work also means "Service".
- 1.23 "Services: means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.24 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.25 **"Vulnerable adult"** means an individual who is eighteen (18) years of age or older who is unable to protect him/herself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 **Contract Order of Precedence.** In event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 PGCSC Uniform General Terms and Conditions;
- 2.3.4 Annex A, Statement or Scope of Work;
- 2.3.5 Specifications -- Methodology;
- 2.3.6 Annex B, Budget and Conditions of Payment
- 2.3.7 Attachments;
- 2.3.8 Exhibits; and
- 2.3.9 Documents referenced or included in Solicitation.
- 2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither part to this Contract shall be deemed to be the employee or agency of the other party to the Contract. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from the contract, the ContSractor or their personnel will not be represented by PGCSC.
- 2.5 **Severability.** The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in the document and no other understanding either oral or in writing shall be binding.

2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

- 3.1 **Records.** Under A.R.S. §35-214 and §35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and PGCSC at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.1.1 Contract service records will be maintained in accordance with this contract. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures. Records shall, as applicable, meet the following standards:
- 3.1.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
- 3.1.1.2 Include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, and effective dates of personnel actions affecting any of these items;
- 3.1.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 3.1.1.4 Include records of the source of all receipts and the deposit of all funds received by the contractor;
- 3.1.1.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
- 3.1.1.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- 3.1.1.7 Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.
- 3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.2.1 Unless exempt under Federal law the contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 3.2.2 If contractor is an Indian Tribal Government, contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal contractor to engage in Indian preference in hiring.
- 3.2.3 The contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 3.2.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under the Americans with Disabilities Act, the (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: (*Insert Contractor contact person and phone number here*)"

- 3.3 Audit. Pursuant to ARS §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and PGCSC, and where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as amended by the Single Audit Act Amendment of 1996 (P.L. 104 to 156), contractors designated as subreciplents, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal funds from all sources totaling \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2103) must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). The audit must include the Reporting Package as outlined in A-133. The Department's contract numbers and award amounts must be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. A copy of the Audit Report, Management Letter and Auditors Opinion must be submitted to the Department's office of Audit and Management Services within thirty (30) days after completion of the audit to the Department person designated to receive notices.
- 3.3.2 All contractors are subject to the programmatic and fiscal monitoring requirement of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all contractors designated as vendors is an annual financial audit, which includes Department contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Department person designated to receive notices within thirty (30) days after completion of the audit.
- 3.3.3 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-wards audits, Department monitoring during the contract, and post-award audits.
- 3.3.4 Audits of non-profit corporation receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules regulations and standards.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. PGCSC shall also have the right to test at it own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If PGCSC determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the PGCSC to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to PGCSC required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an Authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary. In the event that no person is designated to receive notices, then notices shall be sent to the contract signatory. All notices shall reference the contract number.

- 3.5.1 The Contractor shall give written notice to PGCSC of changes to the following, and a written amendment to the contract shall not be necessary and all such notices shall reference the contract number:
- 3.5.1.1 Change of address of business office;
- 3.5.1.2 Change of telephone number;
- 3.5.1.3 Changes in the name and/or address of the person to who notices are to be sent;
- 3.5.1.4 Changes in contract-related personnel positions of the contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract;
- 3.5.1.5 Change in the name of the contractor, where the ownership or responsible entity remains the same; or
- 3.5.1.6 In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.
- 3.5.1.7 Where a change does not fall within 3.5 or its subsections, the Contractor must obtain approval from the Procurement Officer prior to effecting the changes.
- 3.6 Advertising Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercials benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 **Property of PGCSC.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of PGCSC. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of PGCSC.
- Ownership of Intellectual Property. Any and all Intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and PGCSC shall be considered the creator of such Intellectual Property. PGCSC shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify PGCSC, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in PGCSC and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than PGCSC. The intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not PGCSC without the express written authorization of PGCSC.

4. Costs and Payments

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- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from PGCSC within thirty (30) days.
- 4.1.1 Payments shall be made according to the methods of compensation defined as follows:
- 4.1.1.1 Rate (or) Fixed Price The contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of units indicated for each contract service/deliverable. PGCSC may authorize unit in incremental amounts throughout the term of the contract by amending the contract.

Fixed Price with Price Adjustment — Reimburse to the contractor is in accordance with actual, allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement celling. The contractor shall furnish PGCSC with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a

- category, may be deleted, added, or modified by a contract amendment, provided that the Total Service Cost shall not increase unless a price increase is permitted by renewal or extension of the contract.
- 4.1.1.2 The contractor shall report contract expenditures to PGCSC in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, PGCSC shall authorize payment or reimbursement in accordance with the method(s) indicated by this contract.
- 4.1.1.3 If the contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, PGCSC may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 4.1.1.4 Under no circumstances shall PGCSC make payment to the contractor that exceeds the contract or service reimbursement ceiling without an amendment to this contract. Under no circumstances shall PGCSC make payment to the contractor for service performed prior to or after the term of the contract without timely extension or renewal of the contract.
- 4.1.1.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 **State and Local Transaction Privilege Taxes.** PGCSC is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 **Tax Indemnification.** Contractor and all subcontractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State and PGCSC harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file, unless not required by law.
- 4.4 Availability of Funds. PGCSC may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. PGCSC has sole and unfettered discretion in determining the availability of funds. PGCSC and the contractor my mutually agree to reduce reimbursement to the contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 4.5 Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the PGCSC for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. PGCSC shall make reasonable efforts to secure such funds. PGCSC may reduce or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The PGCSC President/CEO shall have the sole and unfettered discretion in determining the availability of funds.
- 4.6 **Availability of Funds for the Current Fiscal Year.** Should the Legislature (State and/or Federal) or any funding source take action and reduce the appropriations or for any reason and these goods or services are not funded, PGCSC may take any of the following actions:
- 4.6.1 Accept a decrease in price offered by the contractor;

- 4.6.2 Cancel the contract;
- 4.6.3 Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.1.1 Change in the reimbursement ceiling;
- 5.1.2 Contract term, if extended and/or reduced without terminating the contract;
- 5.1.3 Service delivery methodology, the scope of work (change in the location of the delivery of service), or the level of service to be provided;
- 5.1.4 Ownership or legal entity responsible for the contract;
- 5.1.5 Personnel of the contractor, when the individual is indicated by name or qualification, in the contract;
- 5.1.6 Any other changes in the terms and conditions of the contract which Pinal-Gila Council for Senior Citizens deems substantial: or,
- 5.1.7 Except where contract special terms and conditions provide otherwise.
- **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.2.1 The Contractor shall provide copies of subcontracts relating to the provision of contract services to PGCSC, upon request.
- 5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. PGCSC shall not unreasonable withhold approval.

6. Risk and Liability

- 6.1 **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification.
- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that PGCSC shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that PGCSC shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
- 6.2.2 <u>Public Agency Language Only.</u> Each party (as 'indemnitor') agrees to Indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all daims, losses, liability, costs or expenses

(including reasonable attorney's fees) hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such dalms which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.

6.3 Indemnification — Patent and Copyright. The Contractor shall indemnify and hold harmless PGCSC against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by PGCSC of materials furnished or work performed under this Contract. PGCSC shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.P. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunction-intervention-acts; or failure or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall <u>not</u> include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effect of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits, if and to the extent that such delay or failure is caused by force majeure.
- 6.5 **Third Party Antitrust Violations.** The Contractor assigns to PGCSC any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractors, toward fulfillment of this Contract.

7. Warranties

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in the terms and conditions, the Contractor warrants that, for one year after acceptance by PGCSC of the materials, they shall be;

- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that nay material supplied to PGCSC shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 and 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by PGCSC.

7.5 Year 2000

- 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6.1 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by PGCSC.
- 7.6.2 Nothing in this contract shall be construed as a waiver of an Indian Tribe's sovereign immunity; nothing shall be construed as an Indian Tribe's consent to be sued, or as consent by an Indian Tribe to jurisdiction of any State Court.
- 7.6.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. § 13-3620.
- 7.6.4 The Contractor shall comply with P.L. 101-121, Section 319 (21 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying at which state, in part: Except with the express authorization of

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Congress, the Contractor, its employees or agents, shall not utilize any Federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

- 7.6.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. §23-722.01 relating to new hire reporting, A.R.S.§23-722.02 relating to wage assignment orders to provide child support, and A.R.S. §25-535 relating to administrative or court-ordered health insurance coverage for children.
- 7.7 Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 PGCSC's Contractual Remedies

8.1 Right to Assurance. If PGCSC in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in wring that the Contractor give a written assurance of Intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at PGCSC's options, be the basis for terminating the Contract under the Uniform Terms and Conditions, PGCSC Uniform General Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

- 8.2.1 PGCSC may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period(s) of days indicated by PGCSC after the order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of PGCSC under this Contract are not exclusive.
- 8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, PGCSC may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. PGCSC shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by PGCSC, or damages assessed by PGCSC concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs or damages described in the Uniform Terms and Conditions and PGCSC Uniform General Conditions.

Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, PGCSC may cancel this Contract within three (3) years after Contract execution without penalty or further obligation of any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of PGCSC is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. PGCSC may, by written notice, terminate this Contract, in whole or Impart, if PGCSC determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of PGCSC for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. PGCSC, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 **Suspension or Debarment.** PGCSC may, by written notice to the Contractor, immediately terminate this Contract if PGCSC determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify PGCSC. The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.
- 9.4 **Termination for Convenience.** PGCSC reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of PGCSC without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to PGCSC. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A. C. R2-7-701 shall apply.

9.5 Termination for Default.

- 9.5.1 In addition to the rights reserved in the Uniform Terms and Conditions and PGCSC Uniform General Conditions, PGCSC reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC on demand.
- 9.5.3 PGCSC may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.5.4 The contract may immediately be terminated if PGCSC determines that the health or welfare or safety of service recipients is endangered.

- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A. R. S. §12-1518, except as may be required by other applicable statutes (Title 41).
- Certification of Cost or Pricing Data. By signing the offer and contract award form, the contract, change order, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to PGCSC shall be adjusted to exclude any significant amounts by which PGCSC finds the price was increased because the contractor furnished cost and pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by PGCSC may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.
- 13 Fees and Program Income. The contractor shall impose no fees or charges of any kind upon recipients for specific services authorized under this contract.
- 13.1 The Contractor shall solicit voluntary donations from program participants for services received. The Contractor shall not deny service to any program participant solely because of a refusal to make a donation.
- Any income received by the Contractor or PGCSC, from participants contributions for services received, shall be reported in accordance with controlling law and regulation.
- 13.3 Contract Nutrition Providers must utilize Senior Center Nutrition Site Councils to assist in developing a suggested donation amount(s). Suggested donation amount(s) must be posted in a visible location at the Nutrition Site.
 - 13.4 Solicitation of membership fees/dues is not permitted for services funded under this contract.
 - Competitive Bidding. The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of nor more than one year and a acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
 - Confidentiality. The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the contractor shall release information to PGCSC as required by the terms of this contract, by law or upon their request.
 - Contract Extension. PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC. The Procurement Officer may provide written notice to the Contractor that the contract is being extended for the period specified and a written amendment to the contract signed by both parties shall not be necessary. Any extension must be made prior to the end of the contract period specified in this contract.
 - 17 **Contract Term.** The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided berein.
 - 17.1 PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC.

- 17.2 PGCSC shall have the unilateral right to extend the contract period for 3 additional one-year periods or portions thereof for a total contract term not to exceed 4 years. The terms and conditions of any such contract extension shall remain the same as the original contract.
- 17.3 Any extension or renewal must be made prior to the end of the contract period specified in this contract.
- 17.4 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside the effective contract dates.)
- Cooperation. PGCSC may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and PGCSC employees, and carefully fit its own work to such other Contractor's work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by PGCSC employees. The Contractor shall cooperate as PGCSC deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor's.

19 Equipment

- 19.1 If the Contractor is authorized to purchase equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with PGCSC funds, shall be reported in accordance with PGCSC inventory policies and procedures. The contractor shall report equipment purchased with contract funds to PGCSC within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with PGCSC funds and submit the equipment inventory form to PGCSC person designated to receive notices.
- 19.2 PGCSC shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased under this contract. PGCSC shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.
- 19.3 The Contractor shall not dispose of any equipment purchased under this contract without the prior written consent of PGCSC during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustment to the contract.
- 19.4 Upon termination of this contract, any equipment purchased under this contract shall be disposed of as directed by PGCSB and, if sold, PGCSC shall be compensated in the amount of its equitable interest.
- Evaluation. PGCSC may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

21. Fair Hearings and Service Recipients' Grievances.

- 21.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the contractor and to PGCSC any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. PGCSC may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 21.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by PGCSC for reviewing and adjudicating grievances by service recipients or subcontractors arising from the contract.
- 22 **Fingerprinting.** The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to the following:
- 22.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints for the purpose of

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- obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
- 22.2 The provider shall assume the costs of fingerprint check and may charge these costs to it fingerprinted personnel. PGCSC may allow all or part of the cost of fingerprint checks to be included as an allowable cost in a contract.
- 22.3 Except as provided in A.R.S.§46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this state, or of acts committed in another state that would be offenses in this state, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).
- Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 22.6 Federally recognized Indian Tribes or military bases my submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offenses as described in A.R.S. § 46-141 (F) (as may be amended).

23 Insurance.

INDEMNIFICATION CLAUSE: The parties to this contract agree that Pinal-Gila Council for Senior Citizens, the State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of PGCSC, the State and/or DES as a result of entering into this contract. However, the parties further agree that PGCSC, the State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

INSURANCE REOUIREMENTS:

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

The *Insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona and DES in no way warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

23.1.1 Commercial General Liability - Occurrence Form

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

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000

Fire Legal LiabilityEach Occurrence

\$ 50,000 \$1,000,000

a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

- b. The policy shall be endorsed to include the following additional insured language: "Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.
- c. Policy shall contain a walver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

23.1.2 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "Plnal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.

23.1.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease - Each Employee	\$ 500,000
Disease - Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

23.1.4 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

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- date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- **b.** The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- 23.2 <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions: State of Arizona Department of Economic Security wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - a. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - b. Coverage provided by the Contractor shall not be limited to the liability assumed un the indemnification provisions of this contract.
- 23.3 NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (Pinal-Gila Council for Senior Citizens, 8969 W. McCartney Rd., Casa Grande, AZ 85294-7432 and to State of Arizona Department Representative's Name & Address and shall be sent by certified mail, return receipt requested.
- 23.4 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

23.5 <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish PGCSC and the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to (Pinal-Gila Council for Senior Citizens,, 8969 W. McCartney Rd., Casa Grande, AZ 85222-7432, and AZ DES -Department of Aging & Community Services, Contracts Management Unit, 1789 West Jefferson 2NW (086Z) Phoenix, AZ 85007. The project/contract number and project description shall be noted on the certificate of insurance. PGCSC and the State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

23.5 **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured's under its policies **or** Contractor shall furnish to PGCSC and the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- 23.6 **APPROVAL:** Any modification or variation from the *Insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
 - 23.7 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in paragraph 18 of the DES Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 18.2.2(G), provided that such request be delivered in writing to PGCSC at least 10 days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in DES ST&C paragraph 18.

24. Levels of Service.

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- 24.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract during any transition to a subsequent contractor.
- 24.2 PGCSC makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as ...may_be_identified_or..specified herein. Further, it is understood and agreed that this contract is for the sole convenience of PGCSC and that PGCSC reserves the right to obtain like goods or services from other sources when such need is determined necessary by Pinal-Gila Council for Senior Citizens.
- 24.3 PGCSC Administration may obtain services under this contract.
- 24.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 24.5 PGCSC makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and PGCSC may decrease and/or increase them by providing written notice to the contractor.
- 24.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.
- Monitoring. Pinal-Gila Council for Senior Citizens may monitor the Contractor or subcontractor and they shall cooperate in the monitoring of services delivered, facilities maintained and fiscal practices.
- 26 **Payment Recoupment.** The Contractor must reimburse Pinal-Gila Council for Senior Citizens upon demand or PGCSC may deduct from future payments the following:
- 26.1 Any amounts received by the Contractor from PGCSC for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 26.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by PGCSC.

- 26.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions.
- 26.4 Any amounts paid by PGCSC for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.
- Any amounts expended for items or purposes determined unallowable by PGCSC when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
- Any amounts paid by PGCSC for which the contractor's books, record, and other documents are not sufficient to clearly substantiate that those amounts were used by the contractor to perform contract services;
- 26.7 Any amounts received by the Contractor from PGCSC which are identified as a financial audit exception;
- 26.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement celling;
- 26.9 Any amounts paid to the contractor which is subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
- 26.10 Any payments made for services rendered before the contract begin date or after the contract termination date.
- 27 **Personnel.** The Contractor's personnel shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this contract.
- 28 **Predecessor and Successor Contracts.** The execution or termination of this contract shall not be considered a waiver by PGCSC of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.
- Professional Standards. The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.
- 30 Reporting and Client Referral Requirements.
- 30.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10th day following each month during the contract term the Contractor shall submit programmatic and financial reports to PGCSC in the form set forth in the contract. Failure to submit accurate and complete reports by the 10th day following the end of a month may result, at the option of PGCSC, in retention of Payment. Failure to provide such report within 30 days following the end of a month may result, at the option of PGCSC, in a forfeiture of such payment.
- 30.2 The Contractor shall utilize a standardized assessment process for eligible persons including an instrument that meets at a minimum certain functional status requirements established by PGCSC and DES A&AA. PGCSC and DES A&AA must review and approve the instrument to be employed prior to implementation or usage of an assessment instrument.
- 30.3 The Contractor shall support the goals of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Aging Information Management System (AIMS for both the input client assessment and service authorization data) said data being extracted from the Arizona Standardized Client Assessment Plan. In addition, all client supporting data for case managed service unit delivered (including case management) and expenditure billed shall also be imputed into AIMS.
- 30.4 All potential clients for senior services will be directed to PGCSC's Central Intake Department for initial screening and appropriate referral. Senior Services include, but are limited to: Legal, Home Delivered Meals, Respite, Home Care, Family Caregiver Program, and Case Management.
- 30.5 Contractors of Congregate Meals shall support the goal of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Participant Registration Form and the Nutritional Screening Tool for input into the AIMS system.

- 30.6 No later than the 30th day following the termination of this contract, Contractor shall submit to PGCSC a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of PGCSC, in forfeiture of final payment.
- 30.7 All reports shall reference the contract number, Contractor name and contact person, and be submitted to the person designated by PGCSC.

31 Substantial Interest Disclosure.

- 31.1 Contractor shall not make any payments, either directly or Indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in contractor's organization or with which contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless contractor has made a full written disclosure of the proposed payments, including amounts, to PGCSC.
- 31.2 Leases or rental agreements or purchase of real property which would be covered by Paragraph 29.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 31.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.
- 32 **Supporting Documents and Information.** In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish PGCSC with any further documents and information deemed necessary by PGCSC. Upon receipt of a request for information from PGCSC, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- Technical Assistance. PGCSC may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

34 Termination for Any Reason.

- 34.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by PGCSC, shall assist PGCSC in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the contractor. The contractor must make provisions for continuing all management/administrative services until the transition of service or eligible persons is complete and all other requirements of this contract are satisfied.
- In the event of termination or suspension of the contract by PGCSC, such termination or suspension shall not affect the obligation of the Contractor to Indemnify PGCSC for any claim by any other party against PGCSC arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification in excluded by A.R.S. §41-162 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.
- 34.3 In the event of early termination, any funds advanced to the contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.
- Unallowable Costs. The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), excluding later amendments and editions, on file with the Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs

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which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with PGCSC funds.

In addition, the Contractor shall comply with the following publications, as applicable:

- 35.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
- 35.2 OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.
- 35.3 OMB Circular A-21 for educational intuitions.
- 35.6 OMB Circular A-133 for audits of institutions of fighter education and other non-profit institutions.
- Visitation, Inspection and Copying. Contractor's or subcontractor's facilities, services, books and records pertaining to the contract shall be available for visitation, inspection and copying by PGCSC and any other appropriate agent of the State or Federal Government. At the discretion of PGCSC, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If PGCSC deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities and services, as well as inspect and copy their contract-related books and records.
- 37 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- **Certification Regarding Lobbying.** The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20.
- 39 Federal Immigration and Nationality Act.
- 39.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract. I-9 forms are available for download at USCIS.GOV.
- The PGCSC may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should PGCSC suspect or find that the Contractor or any of its subcontractors are not in compliance, PGCSC my pursue any and all remedies allowed by law, including, but not limited to: Suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 40. **Inclusive Contractor.** Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- 41. **Pandemic Contractual Performance.** PGCSC shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. PGCSC may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - 2. Alternative methods to ensure there are services or products in the supply chain.
 - 3. An up to date list of company contacts and organizational chart.

- 41.1 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, PGCSC shall have the following rights:
 - 1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - PGCSC shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the AZ Procurement Code.
 - Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, PGCSC, at its sole discretion may reinstate the temporarily voided contract(s).
- 42. **Rate Increase.** The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. PGCSC will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of PGCSC. The rate increase adjustment, if approved, will be effective and executed via a contract amendment. Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.
- 43. Responsibility for Payments Indemnification. The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save PGCSC harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations and the nature hereinabove designated have been paid, discharged or waived.
- 44. **Transfer of Knowledge.** The Contractor shall, whenever feasible, share strategies and techniques with PGCSC staff to transfer the skills and knowledge acquired in the delivery of the contracted service.
- 45. **Transition of Activities.** In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract, shall work closely with the new contractor's personnel and/or PGCSC staff to ensure a smooth and complete transfer of duties and responsibilities. PGCSC's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or PGCSC staff to implement the transfer of duties. PGCSC reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
- 46. Warranty of Service. The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. PGCSC's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the PGCSC Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

STATE OF ARIZONA

Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "Contractor" means any person who has a Contract with the State.
- 1.5 "Days" means calendar days unless otherwise specified.
- 1.6 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

- 2.1 <u>Arizona Law.</u> The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 <u>Implied Contract Terms</u>. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 <u>Contract Order of Precedence.</u> In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 3.1 Special Terms and Conditions;
 - .2 Uniform Terms and Conditions:
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments:



STATE: OF ARIZONA

- 3:6 Exhibits:
- 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 <u>Severability</u>. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 <u>No Parole Evidence</u>. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3 Contract administration and operation.
- Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 <u>Non-Discrimination</u>. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 <u>Advertising, Publishing and Promotion of Contract.</u> The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 <u>Property of the State</u>. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- Ownership of Intellectual Property.
 Any and all intellectual property, including but not limited to copyright,

invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property In any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

- 4.1 <u>Payments</u>. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 <u>Delivery</u>. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 3.2 <u>State and Local Transaction Privilege Taxes</u>. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 <u>Tax Indemnification</u>. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance. Social Security and Worker's Compensation.
- 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the contractor,
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

5.1 <u>Amendments.</u> This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work

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or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2 <u>Subcontracts</u>. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 <u>Assignment and Delegation</u>. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
- 6.2.2 Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- § 4.2 Force Majeure shall <u>not</u> include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

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- I.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or malled certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 <u>Third Party Antitrust Violations</u>. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

- 7.1 <u>Liens.</u> The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 <u>Fitness</u>. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Year 2000.
- 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

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- 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.7 Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.7.2 <u>Purchase Orders</u>. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- ⁹ 3 <u>Non-exclusive Remedies</u>. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for

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default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 <u>Gratuities.</u> The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 <u>Termination for Convenience</u>. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 <u>Termination for Default.</u>

- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 - .3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

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STATE OF ARIZONA

- 9.6 <u>Continuation of Performance Through Termination</u>. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

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ARIZONA DEPARTMENT OF ECONOMIC SECURITY SPECIAL TERMS AND CONDITIONS

Professional Services/ Optional Auto /Children-Vulnerable Adult/Bonding AAA

- 1.0 <u>Definition of Terms.</u> In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:
- 1.1 "Department" means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.2 "Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment; software and all other equipment costing \$1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).
- 1.3 "May" indicates something that is not mandatory but permissible.
- 1.4 "Shall, Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.5 "Should" indicates something that is recommended but not mandatory. If the Contractor falls to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 1.6 "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment
- 2.0 Advertising, Publishing and Promotion of Contract.. In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:
- 2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- 2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."
- 3.0 Audit. In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:
- 3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended),
 Contractors designated as subreciplents, as described in the Office of Management and Budget (OMB)
 Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
 - 1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
 - 2. Summary schedule of prior audit findings
 - 3. Auditor's Reports (detailed in the A-133)
 - 4. Corrective Action Plan.
- 3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if Issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
 - All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report,

Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

- As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- 3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

4.0 Availability of Funds.

- The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:
- 5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.
- 5.3 Within thirty (30) days of contract award, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 5.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

6.0 Certification of Cost or Pricing Data.

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

7.0 Certification Regarding Lobbying.

7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

Code of Conduct.

- The Contractor shall avoid any action that might create or result in the appearance of:
 - 1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

- 2. Acted on behalf of the State without appropriate authorization;
- 3. Provided favorable or unfavorable treatment to anyone;
- 4. Made a decision on behalf of the State that exceeded its authority, could result in Impartiality, or have a political consequence for the State;
- 5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or Integrity of the State; or,
- 6. Loss of impartiality when advising the State

9.0 Competitive Bidding.

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- 9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
- 10.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:
- 10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 10.2 Nothing in this contract shall be construed as a walver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
- 10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352)as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.0 Confidentiality.

The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12.0 Contract Term and Option to Extend.

- 12.1 The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
- 12.2 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

.0 Cooperation.

13.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and

carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

14.0 Data Sharing Agreement.

When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.

15.0 Equipment.

- If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department Inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.
- The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.
- 15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- 15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
- 15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.

16.0 Eligibility for State or Local Public Benefits; Documentation and Violations.

16.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

17.0 Evaluation.

- The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services.

 Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.
 - 2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

18.0 E-Verify.

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- 18.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- 18.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 18.4 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.1.

19.0 Fair Hearings and Service Recipients' Grievances.

- The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

20.0 Federal Immigration and Nationality Act.

- 3.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eilgibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- 20.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

21.0 Fees and Program Income.

21.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

22.0 Fingerprinting.

- 22.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:
 - 1. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
 - The Contractor shall assume the costs of fingerprint checks and may charge these costs to its
 fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be
 included as an allowable cost in a contract.

- 3. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 4. Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).
- 5. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 6. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

23.0 Inclusive Contractor.

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23.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

24.0 Indemnification and Insurance.

24.1 Indemnification Clause:

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1. The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

24.2 Insurance Requirements:

- 24.2.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
- 24.2.2 The *Insurance requirements* herein are minimum requirements for this Contract and In no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
 - A. <u>Minimum Scope And Limits Of Insurance:</u> Contractor shall provide coverage with limits of liability not less than those stated below.
 - Commercial General Liability -- Occurrence Form
 Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

•	General Aggregate	\$2,000,000
•	Products - Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Blanket Contractual Liability - Written and Oral	\$1,000,000
•	Fire Legal Liability	\$ 50,000

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- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. This paragraph, Business Automobile Liability, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.

3. Worker's Compensation and Employers' Liability

•	Workers' Compensation	Statutory
•	Employers' Liability	
	Each Accident	\$ 500,000
	 Disease – Each Employee 	\$ 500,000
	Disease – Policy Limit	\$1,000,000

- Policy shall contain a waiver of subrogation against the State of Arizona, its
 departments, agencies, boards, commissions, universities and its officers,
 officials, agents, and employees for losses arising from work performed by
 or on behalf of the Contractor,
- This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate walver (Sole Proprletor/Independent Contractor) form.
- 4. Professional Liability (Errors and Omissions Liability)
 Each Claim \$1,000,000

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- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- 5. Fidelity Bond or Crime Insurance Bond or Policy Limit

\$100,000

- a. The bond or policy shall be issued with minimum limits of \$100,000.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall include coverage for third party fidelity.
- d. The bond or policy shall **Include coverage for theft and mysterious** disappearance.
- e. The bond or policy shall contain no requirement for arrest and conviction.
- f. The bond or policy shall cover loss outside the premises of the **Named Insured**
- B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - 1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. Notice Of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.
- D. <u>Acceptability Of Insurers:</u> Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

E. <u>Verification Of Coverage:</u> Contractor shall furnish the State of Arizona with certificates of Insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of Insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- F. <u>Subcontractors:</u> Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>Approval:</u> Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. <u>Exceptions:</u> In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 24.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor falls to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

25.0 IT 508 Compliance.

25.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

26.0 Levels of Service.

26.1

If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

- 26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- 26.3 Any administration within the Department may obtain services under this contract.
- 26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- 26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

27.0 Monitoring.

- 27.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
- **28.0** Non-Discrimination. In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:
- 28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handlcap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- J.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- 28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, Insert Contractor name here) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (Insert Contractor name here) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (insert Contractor name here) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (insert Contractor name here) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (insert Contractor contact person and phone number here)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, (insert Contractor contact person and phone number here)"

- 29.0 Notices. In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:
- 29.1 All notices shall reference the contract number.
- 29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:
 - 1. Change of telephone number;
 - 2. Changes in the name and/or address of the person to whom notices are to be sent;
 - 3. Changes in contract-related personnel positions of the Confractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
 - 4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

30.0 Offshore Performance of Work Prohibited.

30.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

31.0 Order of Precedence.

- 31.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:
 - 1. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 1. Division/Administration Special Terms and Conditions;
 - 2. ADES Special Terms and Conditions;
 - 3. Uniform Terms and Conditions;
 - 4. Scope of Work or Specification;
 - 5. Attachments:
 - 6. Exhibits:
 - 7. Documents referenced or included in the Solicitation.

32.0 Pandemic Contractual Performance.

- 32.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - 2. Alternative methods to ensure there are services or products in the supply chain.
 - 3. An up to date list of company contacts and organizational chart.
- 32.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 - 1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - 2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
 - 3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
 - .0 <u>Payments.</u> In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:
- 33.1 Payments shall be made according to the type of payment defined as follows:

- 1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.
- 33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.
- 33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 33.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:
 - 1. The units authorized as stated in section 33.1; or
 - 2. The service reimbursement celling:
 - 3. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.
- 33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

34.0 Payment Recoupment.

- 34.1 The Contractor shall relimburse the Department upon demand or the Department may deduct from future payments the following:
 - 1. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
 - 2. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
 - 3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions:
 - 4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - 5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions:
 - 6. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services:
 - 7. Any amounts received by the Contractor from the Department which are identified as a financial audit exception:
 - 8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling:
 - 9. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
 - 10. Any payments made for services rendered before the contract begin date or after the contract termination date.

35.0 Personnel.

35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

25.0 <u>Predecessor and Successor Contracts.</u>

.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

37.0 Professional Standards.

37.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

38.0 Rate Increase.

- The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.
- 38.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.
- **39.0.** Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:
- 39.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:
 - 1. Adequately Identify the service provided and each service recipient's application for contract and subcontract activities;
 - Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
 - 3. Include time and attendance records for individual employees to support all salaries and wages paid;
 - 4. include records of the source of all receipts and the deposit of all funds received by the Contractor;
 - 5. Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract:
 - 6. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
 - 7. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.
- 39.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 39.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the DES Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
 - 1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
 - 2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

40.0 Relationship of Parties.

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- 40.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:
 - 1. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
 - 2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

41.0 Reporting Requirements.

- 41.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.
- Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.
- 41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

42.0 Responsibility for Payments Indemnification.

The Contractor shall be responsible for Issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or walved.

43.0 Scrutinized Businesses.

In accordance with ARS § 35-391 and ARS § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

- 44.0 <u>Subcontracts.</u> In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:
- 44.1 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

45.0 Substantial Interest Disclosure.

- 45.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- 45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 45.3 For the purpose of this Section, "relative" shall have the same meaning as In A.R.S. §38-502 as may be amended.

46.0 Supporting Documents and Information.

In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

47.0 Suspension or Debarment.

47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).

.0 Technical Assistance.

The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

49.0 Termination for Any Reason.

- 49.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
- In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154as may be amended the provisions of this paragraph shall not apply.
- 49.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.
- 50.0 <u>Termination for Default.</u> In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:
- 50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

51.0. Transfer of Knowledge.

51.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

52.0 Transition of Activities.

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

53.0 <u>Unallowable Costs.</u>

The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

- 53.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
 - 1. OMB Circular A-87 for State, local and Indian Tribal Governments.
 - 2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
 - 3. OMB Circular A-21 for educational institutions.
 - 4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

54.0 <u>Visitation, Inspection and Copying.</u>

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

55.0 Warranty of Services.

The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished

DEPARTMENT OF ECONOMIC SECURITY (DES) DIVISION OF AGING AND ADULT SERVICES (DAAS) SPECIAL TERMS & CONDITIONS

Notices:

In addition to the terms and conditions in Section 29.0 Notices of the DES Special Terms and Conditions the following shall apply:

Item 4 is replaced with the following:

In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

Reporting Requirements:

In addition to the terms and conditions in Section 41.0 Reporting Requirements of the DES Special Terms and Conditions the following shall apply:

All the provisions of this Section shall apply except that Contractors shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractors shall submit final program and fiscal reports no later than the 60th day following termination of the contract.

Payments:

In addition to the terms and conditions in Section 33.0 Reporting Requirements of the DES Special Terms and Conditions the following shall apply:

Fixed Price with price Adjustment – Relmbursement to the Contractor is in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in Section 29, Notices, 4. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

Background Checks for Employment through the Central Registry:

Section 5.0 of the DES Special Terms and Conditions is replaced in its entirety with the following:

- 5.1 If providing direct services to children or vulnerable adults, the following shall apply:
- 5.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.1.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results Indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients. These requirements shall apply throughout the full term of the contract.
- 5.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES) DIVISION OF AGING AND ADULT SERVICES (DAAS) SPECIAL TERMS AND CONDITIONS

Amendment #8

Delete and Replace:

AZDES Special Terms and Conditions, section 1.2, delete and replace the original with the following:

"Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

Amendment #12

Delete and Replace:

ADES Special Terms and Conditions, Fingerprinting section 22.1.1, delete and replace the original with the following:

Effective immediately, Contractor and Subcontractor staff who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in ARS 41-1758.07, OR, if waiting receipt of their clearance card, shall provide services under direct visual supervision and oversight of an employee who possess a level one fingerprint clearance card until they are issued a valid fingerprint clearance card that meets the Level One requirements. Contractor and Subcontractor staff include current employees whether paid or not who transfer into a direct service position, volunteers, and new employees whether paid or not.

Amendment #13

REPLACE

DAAS Special Terms and Conditions, Background Checks for Employment through the Central Registry, section

- 5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:
- 5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 - 1. Any person who applies for a contract with this State and that person's employees;
 - 2. All employees of a contractor;
 - 3. A subcontractor of a contractor and the subcontractor's employees; and
 - 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 5.4 Effective August 2, 2012:
 - 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 - 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or

- neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 5.5 The person shall not provide direct services to ADES clients until the results of the Central Registry Background Check are complete and the results indicate that the person has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 5.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

ADD

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11.0 Confidentiality

11.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

Amendment #14

Delete and Replace:

DAAS Special Terms and Conditions, Background Checks for Employment through the Central Registry, section 5.0, delete and replace the existing version with the following:

If providing direct services to children or vulnerable adults, the following shall apply:

- 5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 - 1. Any person who applies for a contract with this State and that person's employees;
 - 2. All employees of a contractor;
 - 3. A subcontractor of a contractor and the subcontractor's employees; and
- 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 5.4 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 - 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 5.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
 - 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or
 - another state or jurisdiction; and
 - 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona,
 - another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct

Service Position is located at: https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc.

- 5.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 5.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at: https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc

Amendment #14 cancels out the language in amendment #13. Note the amendment #13 and 14 talks about DAAS special terms and conditions.



Pinal-Gila Council for Senior Citizens

Area Agency on Aging 8969 W. McCartney Rd. Casa Grande, Arizona 85194-7432 (520) 836-2758 1-800-293-9393 Fax (520) 421-2033

CONTRACT BETWEEN <u>PINAL-GILA COUNCIL FOR SENIOR CITIZENS</u> (The PGCSC) and **GILA COUNTY COMMUNITY SERVICES DIVISION**

(The Provider)

located at 5515 South Apache St., Ste. 200, Globe, AZ 85501

located at 3313 South Apache St., Ste. 200, Globe, AZ 63301				
The PROVIDER is:	Private Non-Profit CorporationCorporationOther: <u>County Government</u>			
WHEREAS, THE PGCSC is duly authorized A.R.S.§41-1953.1 et seq.; and,	ed to execute and administer contracts under			
WHEREAS, THE PGCSC desires that THE has agreed to deliver services pursuant	PROVIDER deliver services and THE PROVIDER to the terms and conditions herein;			
THEREFORE, THE PGCSC AND THE PROconditions set forth in this Contract.	VIDER agrees to abide by all the terms and			
This document, its annexes, appendices and attachments, including any subcontracts, amendments and modifications shall constitute the entire Contract between the parties, and supersedes all other understandings, oral or written.				
FOR AND ON BEHALF OF THE PGCSC:	FOR AND ON BEHALF OF THE PROVIDER:			
SIGNATURE B. LJuen	Mulal a Party SIGNATURE			
Olivia B. Guerrero, M.S. TYPE NAME	Michael A. Pastor TYPE NAME			
EXECUTIVE DIRECTOR TITLE	Chairman, Gila County Board of Supervisors			
(0-24-2013 DATE	7-16-2013 DATE			
014-0444 CONTRACT I.D. NUMBER	Marian Er Sheppard, Clerk of the Board			

Approved as to form:

Bryan B. Chambers
Deputy Attorney Principal

_____ Date: 7-16-2013

PINAL-GILA COUNCIL FOR SENIOR CITIZENS ANNEX B

CONTRACT I.D. NUMBER: <u>0014-0444</u>

Area Agency on Aging, Region V (AAA)

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

[]	Supplemental Payment Program (SPP)				
[]	Title V				
[]	United States Department of Agriculture (USDA)				
[]	Arizona Long Term Care System (ALTCS)				
REIN	IBURSEMENT/PAYMENT CEILING:				
	naximum contract reimbursement/payment ceiling for all services provided during rm of the Contract and/or for the period specified shall be:				
Amou	ant during the Contract Term \$ 5,810				
year c establ	contract is extended or renewed for multiple periods, or is established as a multi- contract in its entirety or in part, and Pinal-Gila Council for Senior Citizens lishes a reimbursement ceiling for each contract extension or renewal period, the nts by period are as indicated below.				
Maximu	m amount during the period from <u>July 1, 2013</u> to <u>June 30, 2014</u> is \$5,810				
	nethod of compensation shall be in accordance with Section 2.0 of this ensation Section.				

2.0 <u>COMPENSATION</u>

X

1.0

Subject to the availability of funds, Pinal-Gila Council shall compensate the Provider for allowable direct and/or indirect costs incurred in the delivery of the Contract Services designated in Annex A, Section 5.0, provided that services are delivered during the term of the Contract and in accordance with the terms and conditions set forth in this Contract.

Pinal-Gila Council for Senior Citizens shall make payments in accordance with the following:

 \square 2.1 Rate Note: This section is <u>not</u> applicable unless the box is either darkened or marked with an "X".

The maximum reimbursement ceiling for each contract service shall be a specified below and as designated in the attached Contract Operating Budget of this contract. One unit of service equals the definition of a unit of service as specified in the Service Specifications for each service listed, below and, which are attached to Annex A Section of this Contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded for any respite service contract. This non-federal match may be either cash or in-kind. Program Income cannot be considered a part of the match.

Service(s)	Rate/Per Unit	Maximum # of Units	Service Payment Ceiling
			

■ 2.2 Fixed Price with Price Adjustment Note: This section is <u>not</u> applicable unless the box is either darkened or marked with an "X"

Reimbursement by Pinal-Gila Council for Senior Citizens shall be for completion of the tasks set forth in the Service Specifications contained in Annex A of this contract.

A ten percent (10%) non-federal match is required for each PGCSC dollar awarded. This non-federal match may be either cash or in-kind.

The maximum service reimbursement ceiling for each Contract Service shall be as specified below and as designated in the attached Contract Operating Budget:

Service(s)	Service Payment Ceiling
Minor Home Repair (RPR)	\$5,810
	-
	-

3.0 METHOD OF PAYMENT

Upon receipt of required reporting documents, subject to the availability of funds, Pinal-Gila Council shall reimburse the provider on a monthly basis in accordance with Section 4.04 Payment of the General Provisions for costs incurred in the delivery of Contract Services during the term of this Contract that are consistent with the approved operating budget(s) contained herein as Attachment A to this Annex (Contract Operating Budget).

Payment shall be subject to the following limitations and exceptions:

A. Title 45 CFR, Part 74, Section 74.61 (e) requires that cash reimbursements be timed to coincide with cash disbursements made with federal funds.

- B. PGCSC/AAA shall be the payor of last resort. Other funds sources (cash, in-kind and program income) shall be applied to reported expenditures first. The Provider shall bill all available third party payors including AHCCS acute care provider(s), ALTCS, Medicare or private insurance, before charging any of the funds identified under 2.1 above.
- C. Payments allocated to State Supplemental Payments for Home Health and Visiting Nurse services shall be based on the number of eligible SSI clients and the monthly per client payment ceiling established by statute (A.R.S. Subsection 46.252).
- D. Payment for services that are case managed shall only be made for units that are within authorization levels and time frames.
- E. The Monthly Financial Report must be received on the approved Pinal-Gila Council forms on or before the 10th day of each month. Failure to comply by the 10th day of any month will result in immediate cessation of disbursement of funds by Pinal-Gila Council to the provider until the required reports are received.
- F. The Provider agrees to adhere to the approved Contract Operating Budget, Attachment A of this Annex, within the tolerance levels established in <u>Section 4.03</u> Amendments of the General Provisions.
- G. During this Contract period, each revenue source will support expenses and the production of units of service in direct proportion to the actual reported receipts of each revenue as a percentage of total reported revenue.
- H. A Final Report must be received within 30 days following the termination of this Contract. This final report shall identify total, actual expenditures line item for the entire term of the contract. Failure to submit the final report within the prescribed time frame could cause the Provider to forfeit final payment.
- I. In the event of a contract termination, a Final Payment, under this contract, shall be made only upon receipt and reconciliation of an accurate and complete Financial Report (AG-053), which must be submitted within 30 days following termination of this contract. The request for final payment shall identify actual expenditure by line item. A final payment shall be made following reconciliation of the entire contract, to include revenues, expenditures and program reports by PGCSC.
- J. A written amendment signed by both parties shall be required as outlined in PGCSC Uniform General Terms and Conditions, Section 3. Amendments.

3.1 Arizona Long Term Care Services (ALTCS)

Payment shall be made for ALTCS Services on a basis consistent with the approved Contract Operating Budget(s) and in accordance with the unit definitions specified in the individual Service Specifications contained in Annex A.

During the term of this Contract, the payment for Home Delivered Meals shall be established at \$0.00.

4.0 REPORTING REQUIREMENTS

4.1 Financial Reporting Requirements

In accordance with <u>Section 3.15 Reporting Requirements</u> of the General Provisions, the Provider shall submit the following Monthly Financial Report on or before the 10th day of the month:

[X] A. AG-053 Report (or a computer printout following the same format which has been approved by the PGCSC.

4.2 Program Reporting Requirements

In accordance with <u>Section 3.15 Reporting Requirements</u> of the General Provisions, the Provider shall submit the following Program reports on or before the 10th day of the month or as designated:

A.	Pinal	-Gila Council for Senior Citizens/AAA
	[]	Congregate Monthly Meals Report (10 th)
	[]	Home Delivered Meals Monthly Meals Report (10 th)
	[X]	Monthly Social Services (10 th)
	[]	Congregate Meals Registration Form w/Nutrition Score - Weekly
	[]	Service Utilization Log (Service Log) (3 rd)
	[]	Monthly Education/Activities Report (10 th)
	[]	Calendar of Activities (10 th)
	[]	Food Cost Report (10 th)
	[]	Nutrition Education Report (10 th)
	[]	Transportation Summary Sheet (10 th)
		Menu Cycle for RD approval - Quarterly
	[X]	Outreach Report - Quarterly
	ΓΊ	Non-Client Supportive Service Report – FCSP and roster (10 th)
	LI	Monthly, Ramp Loan Report (10 th)
В.	Suppl	emental Payment Program
	[]	ASCAP – Arizona Standardized Client Assessment Form (3 rd)
C.	Arizo	na Long Term Care Services (ALTCS)
	[]	PG001 – Monthly Log of ALTCS Home Delivered Meals (3 rd)

4.3 The reports require in 4.1 and 4.2 shall be submitted to:

Pinal-Gila Council for Senior Citizens 8969 W. McCartney Road

Casa Grande, AZ 85194-7432

or delivered to:

Pinal-Gila Council for Senior Citizens 8969 W. McCartney Road Casa Grande, AZ 85194-7432

5.0 <u>DELIVERY AND UNITS OF SERVICE</u>

5.1 Delivery of Service:

PGSCS must be notified, and approval may be required, prior to any modifications affecting the delivery of services, which include, but may not be limited to the following:

- A. Decrease/increase in the number of days of operation for any facility listed in Annex A, part 5.6.
- B. Significant changes in the delivery of the hot and/or frozen meal schedule.
- C. Revisions to the service methodology of any service specifications.
- D. Changes in the "suggested donation."
- E. The provider shall notify the PGCSC, immediately, if it becomes apparent that the units of service specified in this contract will not be fulfilled to, at least, a ninety percent (90%) level.

5.2 Level of Service

During the term of this contract, the provider shall deliver the number of units of each Contract Service specified below:

SERVICE	UNITS OF DIRECT SERVICE	UNITS PURCHASED SERVICE
Minor Home Repair	24	

- 1) Direct Service means services performed by the contractor.
- 2) Purchase Service means services purchased via a subcontract by the contractor.

6.0 Client Contributions:

The Provider shall be responsible for accepting program income toward the cost of services and the program income shall be used to provide services under this contract.

7.0 Books and Records:

The Provider shall keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with

Annex B/Fage 6 Contract #014-0444,

> PGCSC policies and procedures. Financial records will meet the following standards at a minimum: (1) adequately identify the service and application for contract and subcontract activities; (2) include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these times; (3) include time and attendance records for individual employees to support all salaries and wages paid; (4) include records of the source of all receipts and the deposit of all funds received by the Contractor; (5) include original copies of invoices, statements, sales tickets, billings for service, etc., and a cash disbursement journal and cancelled checks to reflect all disbursement applicable to the contract; (7) include a copy of a written, approved cost allocation plan to reflect the manner in which direct, indirect, and allocated costs were to be charged to the contract; and (8) include copies of lease/rental agreements, mortgages or any other agreements which in any way may affect contract expenditures. (9) maintain client signatures signifying receipt of each unit of service, as applicable. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditure.

PROGRAM/ADMINISTRATION SECTION

1.0	Authorized Signatory for Contractor:	
1.1	Gila County Community Services Division PROVIDER AGENCY NAME	FEI No. 86-6000444 FEDERAL EMPLOYER IDENTIFICATION NUMBER
	5515 S. Apache Ave., Suite 200, Globe, AZ 85501 Address	928-425-7631 Phone Number
1.2	Michael A. Pastor Name of Principal Authorized Signatory	Chairman, Gila Co. Board of Supervisors
	To execute contracts and amendments and is responsible for the	he delivery of Contract Services during the term of this Contract.
1.3	In the absence of the principal authorized signatory named abo	ve, <u>Malissa Buzan</u>
	Interim Director is authorized to sign the Provider.	is Contract and any amendments thereto on behalf of the
2.0	Notices:	
2.1	The PGCSC AAA shall address all notices relative to this Contra Malissa Buzan, Gila County Community Action/Housing Service Name and Title	
	5515 S. Apache Ave., Suite 200, Globe, Arizona 85501	928-425-7631, Ext. 8693 Phone Number
	FAX: 928-425-9468	E-MAIL: mbuzan@co.gila.az.us
2.2	Daily contact regarding programmatic issues for this contract: Malissa Buzan, Gila County Community Action/Housing Servicement of the contract of the contrac	ices Manager
	5515 S. Apache Ave., Suite 200, Globe, Arizona 85501	928-425-7631, Ext. 8693
	Address FAX: 928-425-9468	Phone Number E-MAIL: mbuzan@co.gila.az.us
2.3	Financial contact for issues regarding to this contract: Bree'na York, Fiscal Manager Name and Title	
	5515 S. Apache Ave., Suite 200, Globe, Arizona 85501	928-425-7631, Ext. 8667
	Address FAX: 928-425-9468	Phone Number E-MAIL: <u>byork@co.gila.az.us</u>
2.4	The Provider shall address all notices relative to this Contract to tl	ne attention of:
	President/CEO Pinal-Gila Council for Senior Citizens 8969 W. McCartney Rd., Casa Grande, AZ 85194-7432	Telephone Number: (520) 836-2758 FAX: 520-421-2033 E-Mail: info@pgcsc.org
3.0	Contract Term:	
	The term of this Contract shall begin on July 1, 2013 or the date of last signature, whichever is later, and shall term	inate on June 30, 2014.
	• Or the date of last signature, whichever is later, and shall term	mate on

4.0 Contract Purpose: The Contract Services to be provided during the term of this Contract shall address the problem(s) and need(s) and seek to achieve program goals described below.

The target populations and needs are identified and specified in the Area Agency on Aging Area Plan for Services and the Area Plan Amendments.

Contract Goal: To plan, coordinate and implement a comprehensive system of services for the elderly in accordance with the Older Americans Act of 1965 (42 U.S.C., and 3001, et. seq.); the OAA Regulations 45 CFR part 1321): DHHS Grant Administration Regulations (45 CFR part 74): and other applicable laws, rules and policies.

5.0 Contract Services and Service Delivery

5.1 Scopes of Work:

Each Contract Service to be provided during the term of this Contract shall be delivered in accordance with the requirements indicated in this contract.

5.2 Subcontractor

[] Any portion of the Contract Services to be provided under this contract by Subcontractors as identified in Section 5.6 of Annex A Section, the Contractor understands and warrants that no work shall be performed by a Subcontractor until the subcontract document has been reviewed by and approved in writing by the authorized PGCSC representative.

5.3 The Contract Services marked (x) below indicate the service(s) to be delivered during the term of this Contract to eligible persons are:

Minor Home Repair/Renovation	Congregate Meals	Home Care Cluster:
Respite (Group)	Home Delivered Meals	Attendant Care
Respite (In-Home)	Transportation	Housekeeping
Case Management - PSA II & V	Legal	Personal Care
Family Caregiver Services		

5.4 Eligibility Criteria, Intake Procedures and Case Records:

5.4.1 Eligibility Criteria

[x] A. Title III:

Aging Services Eligibility criteria is limited to the descriptions in 45 CFR Part IV. "Grants for State and Community Programs on Aging," and Title XVI of the Social Security Act, as amended, and as identified in Aging & Adult Administration's Policy and Procedure Manual – 2004 and PGCSC Policies and Procedures.

[] B. Supplemental Payment Program:

The Supplemental Payments Program (SPP) had been considered an entitlement program for some clients receiving Housekeeper, Home Health Aid and/or Visiting Nurse services until June 30, 1993. It is now a discretionary program, based upon funding availability. Individuals who were enrolled in the SPP Prior to 6/30/1993 were authorized to maintain monthly payments to purchases services as long a eligibility is maintained.

5.4.2 Intake Procedures

- A. Providers will be required to adhere to PGCSC's Central Intake System for all client tracked (case managed) services.
- B. As required for individual services per Aging & Adult Administration's Policy and Procedure Manual Chapter 3000, Section 3140 and PGCSC policies and procedures.
- C. Providers will be required to adhere to Aging & Adult Administration's Policies with respect to entry of client data and service billing on the DAARS system.

5.4.3 Case Records

Case records shall be maintained as specified in the Aging & Adult Administrations Policy and Procedures 3000, Section 3140 and PGCSC policies and procedures.

5.5 Staffing:

Each Contract Service shall be provided by the following personnel positions:

Contract Service Name	Position Title	No. of FTEs	Ratio of Direct Care Staff to Clients
Minor Home Repair	Community Action/Housing Services Program Manager	1	n/a
	Housing Rehab Specialist	1	n/a
	Housing Services Administrative Assistant	1	n/a

5.6 Facility Location:

Contract Services may be delivered only at the facilities and locations specified below and shall be available during the hours of operation indicated:

p=				
NAME OF FACILITY, ADDRESS, PHONE AND FAX NUMBER WHERE THE SERVICES WILL BE PROVIDED. (IF SERVICES ARE PROVIDED IN CLIENTS HOME, LIST INFORMATION FOR FACILITY PRIMARY OFFICE LOCATION)	CONTRACT SERVICE(S)	SUBCONTRACTOR	DAYS AND HOURS OF OPERATION	GEOGRAPHIC COVERAGE
Gila County Community Services Division 5515 S. Apache Street, Suite 200 Globe, AZ 85501 Phone: (928) 425-7631 Toll Free: 800-304-4452 Fax: (928) 425-9468	Minor Home Repair		Mon – Friday 8am to 5pm	Gila County
		, j		
The facility(s) listed above will not be New Year's Day Martin Luther King Jr.'s Birthday Lincoln's Birthday Washington's Birthday President's Day The holidays indicated above app	☐ Good Friday ☐ Memorial Day ☐ Independence Day ☐ Labor Day ☐ Ros Hashanah		Yom Kippur Columbus Day Veteran's Day Thanksgiving Day Christmas Day	Other Holidays) Friday after Thanksgiving

PINAL-GILA COUNCI FOR SENIOR CITIZENS CONTRACT OPERATING BUDGET

Agency Name:	Contract Number: 014-0444	!EOD DEDICO	FOR DEDICE		Attachment A		
Gila County Community Action/Housing Services		FOR PERIOD	T0/00/44	Prepared by: M. Buzan	Date: J	ıly 1, 2013	
Gua County Community Action/	nousing Services	From:7/01/13	To:6/30/14	1 1	i !	***************************************	
Continue			REVENUES			×	
	Home Repair (RPR)					; GRAND	TOTAL
Totals	5,810	0	0;	0	0	0	5,810
AREA AGENCY CEILING	5,810			1			5,810
TITLE V			: : :		<u> </u>		0
U.S.D.A.			 				0
ALTCS							0
OTHER CEILING	· · · · · · · · · · · · · · · · · · ·						0
OTHER CEILING			1	i i	:	!	0
OTHER CEILING				!		!	0
REIMBURSEMENT CEILING	5,810	0	0	0. 0	0	0	5,810
PROGRAM INCOME			<u>-</u> :	:			0
NON-FEDERAL INKIND	*	4		!			<u>~</u>
NON-FEDERAL CASH		!					0
OTHER NON-FEDERAL CASH			 		· · · · · · · · · · · · · · · · · · ·		
TITLE V	,	:	:				<u>~</u>
OTHER FEDERAL	·	**************************************					
TOTAL REVENUE	5,810						5,810
Budget Categories	·;— - — - —; - — - —, :			PENSES			5,610
Personnel			!				
ERE							
Professional/Outside	5,000						0
Travel							5,000
Space					·		
Equipment							
Material/Supplies	810						0
Operating Svcs.	·				·		810
Allocated Indirect							0
TOTAL EXPENSES	5,810	<u>-</u>				·	
		-		+			5,810
SUBTOTAL/Direct Svcs.	·†		····		·		
SUBTOTAL/Purchased Svs.			····				
CODIOTALFUICIIASEU SVS.	5,810	0;	<u>-</u>				5,810
SERVICE TOTAL	+	·	·				—
	5,810		0:	_ 0;0;	0	0	0
No. of Units Direct	24						
No. of Units Purchased	; ;						
Unit Rate/Direct	242.08		: :		 	1	
Unit Rate/Purchased							
Unit Rate/Contract	<u> </u>						

Scope of Work Area Agencies on Aging

22.0 **HOME REPAIR AND RENOVATIONS** 22.1 **Purpose Statement** The service helps to assist older adults to obtain adequate housing, including residential repair and renovation projects designed to enable older adults to maintain their homes in conformity with minimal housing standards. 22.2 Service Description 22.2.1 Taxonomy Definition - A service that provides for safety and/or structural repairs to the home. 22.2.2 Home repair increases or maintains independence of eligible individuals. 22.2.3 Home repair increases the individual's mobility, safety, and access to and around the home. 22.2.4 For purposes of the Family Caregiver Support Program, this service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver. 22.2.5 Eliaibility Requirements - The Contractor shall provide services to individuals and caregivers that meet the eligibility requirements as described in Chapters 3100 and 3600 of the DAAS Policy and Procedure Manual, as may be amended. 22.3 Service Requirements – The Contractor shall: Ensure that all subcontractors receive an orientation to the Contractor's agency and to the target group 22.3.1 being served. For purposes of the Family Caregiver Support Program, ensure that services are provided on a temporary 22.3.2 and limited basis as defined in the DAAS Policy and Procedures Manual, Chapter 3600, as may be Examine and utilize all other available resources (e.g., funding) prior to providing the service. 22.3.3 Assess the adequacy of the individual or caregiver's residences in relation to his/her needs, desires and 22.3.4 preferences, and specify/document the needed structural repairs or adaptations. Adapt, repair or build structural items which increase the person's ability to perform activities of daily living 22.3.5 independently or which eliminate unsafe conditions, such as, but not limited to: 1. Building of ramps. Cooler and heater repair/maintenance. 2. 3. Widening of doorways. 4. Installation of grab bars. 5. Screen repair. 6. Installation of safety mats. 7. Window repair. 8. Minor roof repair. Door repair. 9. 10. Floor repair. 22.3.6 Any adaptations to be done to rental property shall have prior signed consent of the owner/landlord. 22.4 Licensure/Certification Requirements - The Contractor shall: 22.4.1 Comply with all federal, state and local licensure/certification requirements. 22.4.2 Ensure that materials and work meet industry standards. 22.4.3 Ensure that all repairs and adaptations conform to state and local building codes. 22.5 Performance Measure 22.5.1 Number of clients that receive services annually. 22.6 Reporting Unit 22.6.1 One unit of service equals one repair or adaptation.

PROPOSERS QUESTIONNAIRE - MINOR HOME REPAIR

All Proposers must answer the following questions. In the space provided respond to the following questions. Responses should be concise and when appropriate measurable.

CLIENT CONTRIBUTIONS: Explain your method for soliciting contributions from participants, security
procedures, accounting and cash handling procedures. Identify staff responsible for implementing this
procedure.

All persons receiving assistance through PGCSC Minor Home Repair Funding will be informed of their ability to contribute to the costs of the service. Each person will be given a "Client Contribution Information Form" which enables them to send in their donation. Should a client decide to donate, any funds received by Housing Services Staff will be immediately documented in the program file and then given to the Fiscal Accountant or Fiscal Manager to complete the process to deposit the money into the Minor Home Repair Program account. Funds derived from donations will be utilized to assist additional persons with Minor Home Repairs.

2. TARGETING: How will the provider ensure that those in greatest economic or social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) are given priority in the delivery of service? Please refer to Outreach/Targeting Agreement for further clarification.

Gila County will target those residents aged 60 or over or those under 60 who have a disability. The program will be designed to assist persons who do not have the resources and/or family or friends to assist them with minor home repairs.

3. OUTREACH: In addition, identify the specific outreach activities that will be conducted to reach and inform those in greatest social or economic need of the availability of the program. Provide a timetable for completing these activities.

Gila County will perform outreach to advertise the availability of PGCSC Minor Home Repair Funding through several methods. They are as follows:

Once we receive notification of a successful fund award, our timeline for outreach will be:

- Week 2 through Week 4- Media Press Releases Public Service Announcements will be provided to local newspapers and radio stations on a semi-annual basis to announce the program.
- Week 2 and ongoing Brochures and Pamphlets the funding will be included on printed materials that are distributed from the Gila County Community Action/ Housing Services.
- 4. INTAKE PROCESS: Briefly describe the process that is used for intake, to include time frame between intake and assessment, information taken at intake, how determination at intake is made that an assessment is needed and any other information that would help in understanding the intake process.

The intake process begins with a request for assistance, this may be via telephone or in person. A Pre-Application form is filled out at the time of request. This form is submitted to the Housing Assistant on the same day as it is completed. The Housing Assistant reviews the form, contacts the applicant and performs an assessment of the situation. If it is determined that the applicant is eligible to receive assistance, an appointment for services is scheduled. The appointment is usually scheduled within 7 days of the initial assessment. Eligibility determination is finalized at the appointment for services. The Housing Rehab Specialist and/or Housing Program Manager will schedule a visit to the applicant's residence to verify the need for minor home repair. He will inform the Housing Assistant of the needed repairs and the Housing Assistant will contact one of our qualified contractors to schedule the repairs. A site visit will be performed once the contractor indicates the work is completed. The homeowner will be asked to complete a Satisfaction Survey, and the file is closed if the Housing Assistant determines the job is completed satisfactorily.

5. ASSESSMENT PROCESS: Briefly describe the assessment process that is used to determine that the work requested for the individual's and/or caregiver's residence is in relation to his/her needs and will improve the safety and increase the individual's ability to live independently.

The Housing Rehab Specialist and/or Program Manager will visit the residence to inspect and determine the extent of the repair needed.

6. Pandemic (Emergency) Preparedness Plan: Provide a copy of the provider pandemic/emergency preparedness plan. At a minimum the plan must include: (1) Key succession and performance planning if there is a sudden significant decrease in the contractor's workforce. (2) Alternative methods to ensure there are services or products in the supply chain. (3) An up to date list of company contacts and an organizational chart.

This information may be added as a separate page(s) to the responses for the proposal's questionnaire and should be clearly marked as the Pandemic (Emergency) Preparedness Plan. Or, responses to the minimum requirements may be answered below.

- 1. An Emergency Response Plan in the event of a declared pandemic has been developed by the Division of Health and Emergency Services. This is the official plan for all of Gila County. See Attachment A for more information regarding the Gila County D.H.E.S. plan.
- 2. See Gila County's Emergency Response Plan for details of alternative methods to ensure there are services or products in the supply chain.
- 3. An organizational Chart is attached as Attachment B.

OUTREACH/TARGETING POLICY AGREEMENT

In accordance with the Older Americans Act, as amended, each provider contracting with PGCSC/AAA Region V, agrees to continue their efforts of targeting their services to older persons with greatest economic or social need with particular attention to low-income minorities, older individuals with limited English proficiency, isolated rural elders, Native Americans and severely disabled elderly through various methods such as:

To promote programs which increase service accessibility and availability to the targeted population.

To educate individuals on available benefits and services provided with Older American Act funds and the Area Agency on Aging, social service agencies, and the support service network.

To network with other community agencies that provide support services to enhance the availability of services and resources for the targeted population.

To provide prevention and general intervention services when needed for the targeted population.

To provide advocacy services as needed with/on behalf/or for the targeted population.

To assist in developing policy and system changes within the community to assist the well-being of the targeted population.

To identify the targeted population through various outreach techniques.

To provide information and referral or assistance as needed to the targeted population.

To request technical assistance related to the contract services from PGCSC/AAA, as needed.

To document these services within the Monthly Educational Program/Special Activity Report.

To translate materials and flyers relating to program activates and access, when possible.

To continue the activities that the subcontractor has submitted in their outreach and targeting statement included in this contract.

To provide culturally relevant programs which address the specific needs of the targeted population.

To serve each low-income minority elderly group in at least the same proportion, as they exist in their service boundary area.

To obtain program and/or advisory public input from specific ethnic minority communities, i.e., groups, organization, individuals, institutions, etc.

To provide client access to bilingual and/or bicultural persons/staff to accommodate those elderly who speak limited English.

To use minority volunteers in direct service when possible.

To provide opportunities for staff to obtain training in cultural differences and specific needs of the low-income minority elderly.

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VIII. METHOD OF EVALUATION

Each person assisted with this program will be provided with a Follow-Up Form and a self-addressed, stamped envelope to return to Housing Services. The client is requested to evaluate the quality and timeliness of the service they have received and return the form within 30 days.

The Follow-Up Forms are retained in the client file.

COST ALLOCATION PLAN FY 2012-2013

Cost	Allocation
· · · · · · · · · · · · · · · · · · ·	

Minor Home Repair

24 clients assisted with \$250 per unit x 100% charged to Pinal Gila Council for Senior Citizens funding.

PINAL-GILA COUNCIL FOR SENIOR CITIZENS UNIFORM GENERAL TERMS AND CONDITIONS

- .. <u>Definitions</u> As used in these terms and conditions, the following terms have the following meaning:
 - 1.1 "Annex A" is the annex to this Contract, which contains a description of the services to be delivered pursuant to this Contract.
 - 1.2 "Annex B" is the annex to this Contract, which contains the approved budget, level of service and any conditions for payment for the delivery of service(s) pursuant to this Contract.
 - 1.3 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.4 "Begin Date" means the date that the contractor may start to provide services under this contract. The contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. However, payments or reimbursements shall not be made under this contract until the effective date of this contract.
 - 1.5 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment having an acquisition cost of \$1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., tax, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures or other facilities; improvements).
 - 1.6
 "Compensation" means that part of this contract that contains the approved method of payment or reimbursement, which may include a budget or fee or rate for the delivery of service(s) pursuant to this contract. Compensation also means Cost or Price.
 - 1.7 **"Contract"** means the combination of the solicitation, including the Uniform and Special Instruction to offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.8 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.9 **"Contract Expenditures"** means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget for Contract Services set forth in Annex B.
 - 1.10 "Contract Services" means the services to be delivered by the Contractor that are so designated in Annex A.
 - 1.11 "Contractor" means any person or entity who has a Contract with Pinal-Gila Council for Senior Citizens.
 - 1.12 "Days" means calendar days unless otherwise specified.
 - 1.13 "Department" means Pinal-Gila Council for Senior Citizens (PGCSC_).
 - 1.14 **"Eligible Persons"** means the persons determined eligible for contract services in accordance with the criteria set forth herein.
 - 1.15 **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.16 "Fiscal Year" means the period beginning with July 1 and ending June 30.
 - 1.17 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal of greater value is received.
 - 1.18 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

- 1.19 **Procurement Officer"** means the Pinal-Gila Council for Senior Citizens President/CEO, who is duly authorized to enter into and administer contract and make written determinations with respect to the contract or his or her designee.
- 1.20 "Reimbursement Ceiling" means the amount so designated in Annex B and is the maximum amount payable by Pinal-Gila Council for Senior Citizens under this contract.
- 1.21 "PGCSC" is Pinal-Gila Council for Senior Citizens, is the designated Area Agency on Aging (AAA) for Region V.
- **"Scope of Work"** means the description of service(s) to be provided pursuant to this contract. Scope of Work also means "Service".
- 1.23 **"Services:** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.25 "Vulnerable adult" means an individual who is eighteen (18) years of age or older who is unable to protect him/herself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2. Contract Interpretation

- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 **Contract Order of Precedence.** In event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 PGCSC Uniform General Terms and Conditions;
- 2.3.4 Annex A, Statement or Scope of Work;
- 2.3.5 Specifications Methodology;
- 2.3.6 Annex B, Budget and Conditions of Payment
- 2.3.7 Attachments;
- 2.3.8 Exhibits; and
- 2.3.9 Documents referenced or included in Solicitation.
- 2.4 **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither part to this Contract shall be deemed to be the employee or agency of the other party to the Contract. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from the contract, the Cont5ractor or their personnel will not be represented by PGCSC.
- 2.5 **Severability.** The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in the document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

- Records. Under A.R.S. §35-214 and §35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and PGCSC at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.1.1 Contract service records will be maintained in accordance with this contract. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures. Records shall, as applicable, meet the following standards:
- 3.1.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
- 3.1.1.2 Include personnel records which contain application for employment, job titles and descriptions, hire and termination dates, wage rates, and effective dates of personnel actions affecting any of these items;
- 3.1.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 3.1.1.4 Include records of the source of all receipts and the deposit of all funds received by the contractor;
- 3.1.1.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
- 3.1.1.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- 3.1.1.7 Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.
- 3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.2.1 Unless exempt under Federal law the contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 3.2.2 If contractor is an Indian Tribal Government, contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal contractor to engage in Indian preference in hiring.
- 3.2.3 The contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 3.2.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under the Americans with Disabilities Act, the (*Insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the (*Insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*Insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: (*Insert Contractor contact person and phone number here*)"

- 3.3 **Audit.** Pursuant to ARS §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and PGCSC, and where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), as amended by the Single Audit Act Amendment of 1996 (P.L. 104 to 156), contractors designated as subrecipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal funds from all sources totaling \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2103) must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). The audit must include the Reporting Package as outlined in A-133. The Department's contract numbers and award amounts must be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. A copy of the Audit Report, Management Letter and Auditors Opinion must be submitt4ed to the Department's office of Audit and Management Services within thirty (30) days after completion of the audit to the Department person designated to receive notices.
- 3.3.2 All contractors are subject to the programmatic and fiscal monitoring requirement of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all contractors designated as vendors is an annual financial audit, which includes Department contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Department person designated to receive notices within thirty (30) days after completion of the audit.
- 3.3.3 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-wards audits, Department monitoring during the contract, and post-award audits.
- 3.3.4 Audits of non-profit corporation receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules regulations and standards.
- Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. PGCSC shall also have the right to test at it own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If PGCSC determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- Notices. Notices to the Contractor required by this Contract shall be made by the PGCSC to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to PGCSC required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an Authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary. In the event that no person is designated to receive notices, then notices shall be sent to the contract signatory. All notices shall reference the contract number.

- 3.5.1 The Contractor shall give written notice to PGCSC of changes to the following, and a written amendment to the contract shall not be necessary and all such notices shall reference the contract number:
- 3.5.1.1 Change of address of business office;
- 3.5.1.2 Change of telephone number;
- 3.5.1.3 Changes in the name and/or address of the person to who notices are to be sent;
- 3.5.1.4 Changes in contract-related personnel positions of the contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract;
- 3.5.1.5 Change in the name of the contractor, where the ownership or responsible entity remains the same; or
- 3.5.1.6 In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.
- 3.5.1.7 Where a change does not fall within 3.5 or its subsections, the Contractor must obtain approval from the Procurement Officer prior to effecting the changes.
- 3.6 Advertising Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercials benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of PGCSC. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of PGCSC. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of PGCSC.
- Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and PGCSC shall be considered the creator of such Intellectual Property. PGCSC shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify PGCSC, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in PGCSC and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than PGCSC. The intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not PGCSC without the express written authorization of PGCSC.

4. Costs and Payments

- Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from PGCSC within thirty (30) days.
- 4.1.1 Payments shall be made according to the methods of compensation defined as follows:
- 4.1.1.1 Rate (or) Fixed Price The contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of units indicated for each contract service/deliverable. PGCSC may authorize unit in incremental amounts throughout the term of the contract by amending the contract.

Fixed Price with Price Adjustment — Reimburse to the contractor is in accordance with actual, allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The contractor shall furnish PGCSC with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a

- category, may be deleted, added, or modified by a contract amendment, provided that the Total Service Cost shall not increase unless a price increase is permitted by renewal or extension of the contract.
- 4.1.1.2 The contractor shall report contract expenditures to PGCSC in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, PGCSC shall authorize payment or reimbursement in accordance with the method(s) indicated by this contract.
- 4.1.1.3 If the contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, PGCSC may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 4.1.1.4 Under no circumstances shall PGCSC make payment to the contractor that exceeds the contract or service reimbursement ceiling without an amendment to this contract. Under no circumstances shall PGCSC make payment to the contractor for service performed prior to or after the term of the contract without timely extension or renewal of the contract.
- 4.1.1.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 **State and Local Transaction Privilege Taxes.** PGCSC is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 Tax Indemnification. Contractor and all subcontractor shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State and PGCSC harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file, unless not required by law.
- 4.4 Availability of Funds. PGCSC may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. PGCSC has sole and unfettered discretion in determining the availability of funds. PGCSC and the contractor my mutually agree to reduce reimbursement to the contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 4.5 **Availability of Funds for the Next Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the PGCSC for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. PGCSC shall make reasonable efforts to secure such funds. PGCSC may reduce or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated. The PGCSC President/CEO shall have the sole and unfettered discretion in determining the availability of funds.
- 4.6 Availability of Funds for the Current Fiscal Year. Should the Legislature (State and/or Federal) or any funding source take action and reduce the appropriations or for any reason and these goods or services are not funded, PGCSC may take any of the following actions:
- 4.6.1 Accept a decrease in price offered by the contractor;

- 4.6.2 Cancel the contract;
- 4.6.3 Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.1.1 Change in the reimbursement ceiling;
- 5.1.2 Contract term, if extended and/or reduced without terminating the contract;
- 5.1.3 Service delivery methodology, the scope of work (change in the location of the delivery of service), or the level of service to be provided;
- 5.1.4 Ownership or legal entity responsible for the contract;
- 5.1.5 Personnel of the contractor, when the individual is indicated by name or qualification, in the contract;
- 5.1.6 Any other changes in the terms and conditions of the contract which Pinal-Gila Council for Senior Citizens deems substantial; or,
- 5.1.7 Except where contract special terms and conditions provide otherwise.
- 5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.2.1 The Contractor shall provide copies of subcontracts relating to the provision of contract services to PGCSC, upon request.
- 5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. PGCSC shall not unreasonable withhold approval.

6. Risk and Liability

- 6.1 **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification.
- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that PGCSC shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that PGCSC shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
- 6.2.2 Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs or expenses

(including reasonable attorney's fees) hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.

6.3 Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless PGCSC against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by PGCSC of materials furnished or work performed under this Contract. PGCSC shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.P. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunction-intervention-acts; or failure or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall <u>not</u> include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effect of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits, if and to the extent that such delay or failure is caused by force majeure.
- 6.5 **Third Party Antitrust Violations.** The Contractor assigns to PGCSC any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractors, toward fulfillment of this Contract.

7. Warranties

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in the terms and conditions, the Contractor warrants that, for one year after acceptance by PGCSC of the materials, they shall be;

- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that nay material supplied to PGCSC shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 and 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by PGCSC.

7.5 **Year 2000**

- 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6.1 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by PGCSC.
- 7.6.2 Nothing in this contract shall be construed as a waiver of an Indian Tribe's sovereign immunity; nothing shall be construed as an Indian Tribe's consent to be sued, or as consent by an Indian Tribe to jurisdiction of any State Court.
- 7.6.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. § 13-3620.
- 7.6.4 The Contractor shall comply with P.L. 101-121, Section 319 (21 U.S.C. section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying at which state, in part: Except with the express authorization of

Congress, the Contractor, its employees or agents, shall not utilize any Federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.

- 7.6.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. §23-722.01 relating to new hire reporting, A.R.S.§23-722.02 relating to wage assignment orders to provide child support, and A.R.S. §25-535 relating to administrative or court-ordered health insurance coverage for children.
- 7.7 Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 PGCSC's Contractual Remedies

- 8.1 **Right to Assurance.** If PGCSC in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in wring that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at PGCSC's options, be the basis for terminating the Contract under the Uniform Terms and Conditions, PGCSC Uniform General Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order.
- 8.2.1 PGCSC may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period(s) of days indicated by PGCSC after the order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of PGCSC under this Contract are not exclusive.
- Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, PGCSC may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. PGCSC shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by PGCSC, or damages assessed by PGCSC concerning the Contractor's non-c0nforming performance or failure to perform the Contract, including expenses, costs or damages described in the Uniform Terms and Conditions and PGCSC Uniform General Conditions.

Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, PGCSC may cancel this Contract within three (3) years after Contract execution without penalty or further obligation of any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of PGCSC is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. PGCSC may, by written notice, terminate this Contract, in whole or in part, if PGCSC determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of PGCSC for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. PGCSC, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. PGCSC may, by written notice to the Contractor, immediately terminate this Contract if PGCSC determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify PGCSC. The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.
- 9.4 **Termination for Convenience.** PGCSC reserves the right to terminate the Contract, in whole or in part at any time, when in the best-interests of PGCSC without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to PGCSC. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A. C. R2-7-701 shall apply.

9.5 Termination for Default.

- 9.5.1 In addition to the rights reserved in the Uniform Terms and Conditions and PGCSC Uniform General Conditions, PGCSC reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to PGCSC on demand.
- 9.5.3 PGCSC may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.5.4 The contract may immediately be terminated if PGCSC determines that the health or welfare or safety of service recipients is endangered.

- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A. R. S. §12-1518, except as may be required by other applicable statutes (Title 41).
- Certification of Cost or Pricing Data. By signing the offer and contract award form, the contract, change order, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to PGCSC shall be adjusted to exclude any significant amounts by which PGCSC finds the price was increased because the contractor furnished cost and pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by PGCSC may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.
- 13 **Fees and Program Income.** The contractor shall impose no fees or charges of any kind upon recipients for specific services authorized under this contract.
- 13.1 The Contractor shall solicit voluntary donations from program participants for services received. The Contractor shall not deny service to any program participant solely because of a refusal to make a donation.
- Any income received by the Contractor or PGCSC, from participants contributions for services received, shall be reported in accordance with controlling law and regulation.
- Contract Nutrition Providers must utilize Senior Center Nutrition Site Councils to assist in developing a suggested donation amount(s). Suggested donation amount(s) must be posted in a visible location at the Nutrition Site.
 - 13.4 Solicitation of membership fees/dues is not permitted for services funded under this contract.
 - Competitive Bidding. The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of nor more than one year and a acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
 - Confidentiality. The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the contractor shall release information to PGCSC as required by the terms of this contract, by law or upon their request.
 - Contract Extension. PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC. The Procurement Officer may provide written notice to the Contractor that the contract is being extended for the period specified and a written amendment to the contract signed by both parties shall not be necessary. Any extension must be made prior to the end of the contract period specified in this contract.
 - Contract Term. The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
 - 17.1 PGCSC has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of PGCSC.

- 17.2 PGCSC shall have the unilateral right to extend the contract period for 3 additional one-year periods or portions thereof for a total contract term not to exceed 4 years. The terms and conditions of any such contract extension shall remain the same as the original contract.
- 17.3 Any extension or renewal must be made prior to the end of the contract period specified in this contract.
- The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside the effective contract dates.)
- Cooperation. PGCSC may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and PGCSC employees, and carefully fit its own work to such other Contractor's work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by PGCSC employees. The Contractor shall cooperate as PGCSC deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor's.

19 Equipment.

- 19.1 If the Contractor is authorized to purchase equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with PGCSC funds, shall be reported in accordance with PGCSC inventory policies and procedures. The contractor shall report equipment purchased with contract funds to PGCSC within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with PGCSC funds and submit the equipment inventory form to PGCSC person designated to receive notices.
- 19.2 PGCSC shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased under this contract. PGCSC shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.
- 19.3 The Contractor shall not dispose of any equipment purchased under this contract without the prior written consent of PGCSC during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustment to the contract.
 - 19.4 Upon termination of this contract, any equipment purchased under this contract shall be disposed of as directed by PGCSB and, if sold, PGCSC shall be compensated in the amount of its equitable interest.
 - Evaluation. PGCSC may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

21. Fair Hearings and Service Recipients' Grievances.

- The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the contractor and to PGCSC any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. PGCSC may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 21.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by PGCSC for reviewing and adjudicating grievances by service recipients or subcontractors arising from the contract.
- Fingerprinting. The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to the following:
- Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints for the purpose of

- obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
- 22.2 The provider shall assume the costs of fingerprint check and may charge these costs to it fingerprinted personnel. PGCSC may allow all or part of the cost of fingerprint checks to be included as an allowable cost in a contract.
- 22.3 Except as provided in A.R.S.§46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this state, or of acts committed in another state that would be offenses in this state, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).
- Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 22.6 Federally recognized Indian Tribes or military bases my submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offenses as described in A.R.S. § 46-141 (F) (as may be amended).

23 Insurance.

INDEMNIFICATION CLAUSE: The parties to this contract agree that Pinal-Gila Council for Senior Citizens, the State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of PGCSC, the State and/or DES as a result of entering into this contract. However, the parties further agree that PGCSC, the State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

INSURANCE REQUIREMENTS:

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

The *Insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona and DES in no way warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

23.1.1 Commercial General Liability – Occurrence Form

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

• General Aggregate \$2,000,000
• Products - Completed Operations Aggregate \$1.000.000

Products – Completed Operations Aggregate
 Personal and Advertising Injury
 \$1,000,000

Blanket Contractual Liability – Written and Oral
 \$1,000,000

Fire Legal LiabilityEach Occurrence

\$ 50,000 \$1,000,000

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: "Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

23.1.2 Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "Pinal-Gila Council for Senior Citizens, The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". In addition, providers of Home Delivered Meals must also name (the current ALTCS provider agency) as additional insured. Providers in Gila County of Congregate Meals must name Gila County Government as an additional insured. All Providers utilizing the 5310 transportation vehicles leased by Pinal-Gila Council for Senior Citizens must also name the Arizona Department of Transportation as additional insured.

23.1.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	000
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

23.1.4 Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000
Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective

- date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- **b.** The policy shall cover professional misconduct or lack of ordinary **s**kill for those positions defined in the Scope of Work of this contract.
- 23.2 <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions: State of Arizona Department of Economic Security wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - a. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - b. Coverage provided by the Contractor shall not be limited to the liability assumed un the indemnification provisions of this contract.
- 23.3 NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (Pinal-Gila Council for Senior Citizens, 8969 W. McCartney Rd., Casa Grande, AZ 85294-7432 and to State of Arizona Department Representative's Name & Address and shall be sent by certified mail, return receipt requested.
- 23.4 <u>ACCEPTABILITY OF INSURERS:</u> Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
 - If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.
- 23.5 <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish PGCSC and the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to (Pinal-Gila Council for Senior Citizens,, 8969 W. McCartney Rd., Casa Grande, AZ 85222-7432, and AZ DES —Department of Aging & Community Services, Contracts Management Unit, 1789 West Jefferson 2NW (086Z) Phoenix, AZ 85007. The project/contract number and project description shall be noted on the certificate of insurance. PGCSC and the State of Arizona reserves the right to require complete, certified copies of all Insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

23.5 <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors as insured's under its policies or Contractor shall furnish to PGCSC and the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

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- 23.6 <u>APPROVAL:</u> Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
 - 23.7 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Seif-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in paragraph 18 of the DES Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 18.2.2(G), provided that such request be delivered in writing to PGCSC at least 10 days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in DES ST&C paragraph 18.

24. Levels of Service.

- 24.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract during any transition to a subsequent contractor.
- 24.2 PGCSC makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of PGCSC and that PGCSC reserves the right to obtain like goods or services from other sources when such need is determined necessary by Pinal-Gila Council for Senior Citizens.
- 24.3 PGCSC Administration may obtain services under this contract.
- 24.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 24.5 PGCSC makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and PGCSC may decrease and/or increase them by providing written notice to the contractor.
- 24.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.
- Monitoring. Pinal-Gila Council for Senior Citizens may monitor the Contractor or subcontractor and they shall cooperate in the monitoring of services delivered, facilities maintained and fiscal practices.
- 26 Payment Recoupment. The Contractor must reimburse Pinal-Gila Council for Senior Citizens upon demand or PGCSC may deduct from future payments the following:
- 26.1 Any amounts received by the Contractor from PGCSC for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 26.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by PGCSC.

- Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions.
- Any amounts paid by PGCSC for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.
- 26.5 Any amounts expended for items or purposes determined unallowable by PGCSC when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
- Any amounts paid by PGCSC for which the contractor's books, record, and other documents are not sufficient to clearly substantiate that those amounts were used by the contractor to perform contract services;
- 26.7 Any amounts received by the Contractor from PGCSC which are identified as a financial audit exception;
- 26.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
- Any amounts paid to the contractor which is subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
- 26.10 Any payments made for services rendered before the contract begin date or after the contract termination date.
- **Personnel.** The Contractor's personnel shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this contract.
- Predecessor and Successor Contracts. The execution or termination of this contract shall not be considered a waiver by PGCSC of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.
- Professional Standards. The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

30 Reporting and Client Referral Requirements.

- Unless otherwise provided in this contract, reporting shall adhere to the following schedule: no later than the 10th day following each month during the contract term the Contractor shall submit programmatic and financial reports to PGCSC in the form set forth in the contract. Failure to submit accurate and complete reports by the 10th day following the end of a month may result, at the option of PGCSC, in retention of Payment. Failure to provide such report within 30 days following the end of a month may result, at the option of PGCSC, in a forfeiture of such payment.
- The Contractor shall utilize a standardized assessment process for eligible persons including an instrument that meets at a minimum certain functional status requirements established by PGCSC and DES A&AA. PGCSC and DES A&AA must review and approve the instrument to be employed prior to implementation or usage of an assessment instrument.
- The Contractor shall support the goals of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Aging Information Management System (AIMS for both the input client assessment and service authorization data) said data being extracted from the Arizona Standardized Client Assessment Plan. In addition, all client supporting data for case managed service unit delivered (including case management) and expenditure billed shall also be imputed into AIMS.
- 30.4 All potential clients for senior services will be directed to PGCSC's Central Intake Department for initial screening and appropriate referral. Senior Services include, but are limited to: Legal, Home Delivered Meals, Respite, Home Care, Family Caregiver Program, and Case Management.
- 30.5 Contractors of Congregate Meals shall support the goal of PGCSC and DES A&AA of comprehensive client tracking by utilizing the Participant Registration Form and the Nutritional Screening Tool for input into the AIMS system.

- 30.6 No later than the 30th day following the termination of this contract, Contractor shall submit to PGCSC a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of PGCSC, in forfeiture of final payment.
- 30.7 All reports shall reference the contract number, Contractor name and contact person, and be submitted to the person designated by PGCSC.

31 Substantial Interest Disclosure.

- Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in contractor's organization or with which contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless contractor has made a full written disclosure of the proposed payments, including amounts, to PGCSC.
- Leases or rental agreements or purchase of real property which would be covered by Paragraph 29.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.
- Supporting Documents and Information. In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish PGCSC with any further documents and information deemed necessary by PGCSC. Upon receipt of a request for information from PGCSC, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- Technical Assistance. PGCSC may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

34 Termination for Any Reason.

- In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by PGCSC, shall assist PGCSC in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the contractor. The contractor must make provisions for continuing all management/administrative services until the transition of service or eligible persons is complete and all other requirements of this contract are satisfied.
- In the event of termination or suspension of the contract by PGCSC, such termination or suspension shall not affect the obligation of the Contractor to indemnify PGCSC for any claim by any other party against PGCSC arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification in excluded by A.R.S. §41-162 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.
- 34.3 In the event of early termination, any funds advanced to the contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.
- 35 **Unallowable Costs.** The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), excluding later amendments and editions, on file with the Secretary of State and incorporated by this reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs

which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with PGCSC funds.

In addition, the Contractor shall comply with the following publications, as applicable:

- 35.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
- 35.2 OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.
- 35.3 OMB Circular A-21 for educational intuitions.
- 35.6 OMB Circular A-133 for audits of institutions of fighter education and other non-profit institutions.
- Visitation, Inspection and Copying. Contractor's or subcontractor's facilities, services, books and records pertaining to the contract shall be available for visitation, inspection and copying by PGCSC and any other appropriate agent of the State or Federal Government. At the discretion of PGCSC, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If PGCSC deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities and services, as well as inspect and copy their contract-related books and records.
- Offshore Performance of Work Prohibited. Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- **Certification Regarding Lobbying.** The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20.
- _39 Federal Immigration and Nationality Act.
- By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract. I-9 forms are available for download at USCIS.GOV.
- The PGCSC may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should PGCSC suspect or find that the Contractor or any of its subcontractors are not in compliance, PGCSC my pursue any and all remedies allowed by law, including, but not limited to: Suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 40. **Inclusive Contractor.** Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- 41. **Pandemic Contractual Performance.** PGCSC shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. PGCSC may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - 2. Alternative methods to ensure there are services or products in the supply chain.
 - 3. An up to date list of company contacts and organizational chart.

- 41.1 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, PGCSC shall have the following rights:
 - 1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - 2. PGCSC shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the AZ Procurement Code.
 - 3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, PGCSC, at its sole discretion may reinstate the temporarily voided contract(s).
- 42. **Rate Increase.** The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. PGCSC will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of PGCSC. The rate increase adjustment, if approved, will be effective and executed via a contract amendment. Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.
- 43. **Responsibility for Payments Indemnification.** The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save PGCSC harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations and the nature hereinabove designated have been paid, discharged or waived.
- 44. **Transfer of Knowledge.** The Contractor shall, whenever feasible, share strategies and techniques with PGCSC staff to transfer the skills and knowledge acquired in the delivery of the contracted service.
- 45. **Transition of Activities.** In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract; shall work closely with the new contractor's personnel and/or PGCSC staff to ensure a smooth and complete transfer of duties and responsibilities. PGCSC's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or PGCSC staff to implement the transfer of duties. PGCSC reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
- Warranty of Service. The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. PGCSC's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the PGCSC Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.



Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "Contractor" means any person who has a Contract with the State.
- 1.5 "Days" means calendar days unless otherwise specified.
- 1.6 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30,
- 2 Contract Interpretation
- 2.1 <u>Arizona Law</u>. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 <u>Implied Contract Terms</u>. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 <u>Contract Order of Precedence</u>. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2 3.1 Special Terms and Conditions;
 - .2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;



STATE: OF ARIZONA

- 6 Exhibits:
- 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 <u>Severability</u>. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 <u>No Parole Evidence</u>. This Contract is intended by the parties **as** a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3 Contract administration and operation.
- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 <u>Non-Discrimination</u>. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright,

invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 <u>Delivery</u>. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 3.2 <u>State and Local Transaction Privilege Taxes.</u> The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 <u>Tax Indemnification</u>. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 <u>IRS W9 Form.</u> In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 <u>Availability of Funds for the Next State fiscal year</u>. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the contractor;
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

b.1 <u>Amendments</u>. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work

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or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2 <u>Subcontracts</u>. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 <u>Assignment and Delegation</u>. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
- 6.2.2 Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6 4.2 Force Majeure shall <u>not</u> include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;





- 1.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 <u>Third Party Antitrust Violations</u>. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

- 7.1 <u>Liens</u>. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 <u>Fitness</u>. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 <u>Inspection/Testing</u>. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.





- 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.7 Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.7.2 <u>Purchase Orders</u>. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for



default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 - The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.



- 9.6 <u>Continuation of Performance Through Termination</u>. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

ARIZONA DEPARTMENT OF ECONOMIC SECURITY SPECIAL TERMS AND CONDITIONS

Professional Services/ Optional Auto /Children-Vulnerable Adult/Bonding AAA

- 1.0 <u>Definition of Terms.</u> In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:
- 1.1 "Department" means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- "Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$1,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).
- 1.3 "May" indicates something that is not mandatory but permissible.
- 1.4 "Shall, Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.5 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 1.6 "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment
- 2.0 Advertising, Publishing and Promotion of Contract.. In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:
- 2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- 2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."
- 3.0 Audit. In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:
- In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended),
 Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB)
 Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
 - 1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
 - 2. Summary schedule of prior audit findings
 - 3. Auditor's Reports (detailed in the A-133)
 - 4. Corrective Action Plan.
- 3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
 - All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report,

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Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

- As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- 3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

4.0 Availability of Funds.

- The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 5.0 <u>Background Checks for Employment through the Central Registry.</u> If providing direct services to children or vulnerable adults, the following shall apply:
- The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.
- 5.3 Within thirty (30) days of contract award, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 5.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 5.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

6.0 Certification of Cost or Pricing Data.

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

7.0 Certification Regarding Lobbying.

- 7.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)
 - Code of Conduct.

The Contractor shall avoid any action that might create or result in the appearance of:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

- 2. Acted on behalf of the State without appropriate authorization;
- 3. Provided favorable or unfavorable treatment to anyone;
- 4. Made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State;
- 5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
- 6. Loss of impartiality when advising the State

9.0 Competitive Bidding.

- 9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.
- 10.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:
- 10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
- 10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352)as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.0 Confidentiality.

The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12.0 Contract Term and Option to Extend.

- The term of the resultant contract shall commence upon award and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
- 12.2 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

0 Cooperation.

The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and

carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

14.0 Data Sharing Agreement.

When determined by the Department that sharing of confidential data will occur with the Contractor, the 14.1 Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.

Equipment. 15.0

- If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the 15.1 delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.
- The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or 15.2 appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.
- The Contractor shall not dispose of any Equipment purchased under this contract without the prior written 15.3 consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as 15.4 directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable
- Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or 15.5 state law.

Eligibility for State or Local Public Benefits; Documentation and Violations. 16.0

Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may 16.1 be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

Evaluation. 17.0

- The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. 17.1 Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.
 - As requested by the Department, the Contractor shall participate in third party evaluations relative to contract 2 impact in support of Department goals.

18.0 E-Verify.

- The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees 18.1 and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material 18.2 breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- Failure to comply with a State audit process to randomly verify the employment records of contractors and 18.3 subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- The Department retains the legal right to inspect the papers of any employee who works on the contract to 18.4 ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.1.

Fair Hearings and Service Recipients' Grievances. 19.0

- The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and 19.1 for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by 19.2 the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

Federal Immigration and Nationality Act. 20.0

- By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality ጉ,1 Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.
- The State may request verification of compliance for any Contractor or subcontractor performing work under 20.2 the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

Fees and Program Income. 21.0

Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon 21.1 recipients for contract services.

22.0

- Fingerprinting.

 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions 22.1 of this contract. For reference, these provisions include, but are not limited to, the following:
 - Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the 1. Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
 - The Contractor shall assume the costs of fingerprint checks and may charge these costs to its 2. fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

- 3. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 4. Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).
- 5. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 6. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

23.0 Inclusive Contractor.

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

24.0 Indemnification and Insurance.

24.1 Indemnification Clause:

The parties to this contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona and the Department of Economic Security shall be responsible for their own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

24.2 Insurance Requirements:

- 24.2.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
- 24.2.2 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
 - A. <u>Minimum Scope And Limits Of Insurance:</u> Contractor shall provide coverage with limits of liability not less than those stated below.
 - Commercial General Liability Occurrence Form
 Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

	General Aggregate	\$2,000,000
•	Products - Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
•	Blanket Contractual Liability - Written and Oral	\$1,000,000
•	Fire Legal Liability	\$ 50,000

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- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. This paragraph, Business Automobile Liability, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.

3. Worker's Compensation and Employers' Liability

Malvet a collibeliation and Finbroles Figures				
•	Workers' Compensation	Statutory		
•	Employers' Liability			
	Each Accident	\$ 500,000		
	Disease – Each Employee	\$ 500,000		
	Disease – Policy Limit	\$1,000,000		

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- 4. Professional Liability (Errors and Omissions Liability)

Each Claim

\$1,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- 5. Fidelity Bond or Crime Insurance
 Bond or Policy Limit

\$100,000

- a. The bond or policy shall be issued with minimum limits of \$100,000.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall include coverage for third party fidelity.
- d. The bond or policy shall include coverage for theft and mysterious disappearance.
- e. The bond or policy shall contain no requirement for arrest and conviction.
- f. The bond or policy shall cover loss outside the premises of the **Named**Insured
- B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - 1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. Notice Of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.
- D. <u>Acceptability Of Insurers:</u> Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
 - If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.
- E. <u>Verification Of Coverage:</u> Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of Insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- F. <u>Subcontractors</u>: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. Approval: Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 24.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 24.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 24.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 24.0 above.

25.0 IT 508 Compliance.

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

26.0 Levels of Service.

26.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

- 26.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- 26.3 Any administration within the Department may obtain services under this contract.
- 26.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 26.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- 26.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

27.0 Monitoring.

- 27.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
- **28.0** Non-Discrimination. In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:
- Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
 - J.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- 28.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 28.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, insert Contractor name here) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (insert Contractor name here) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (insert Contractor name here) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. it also means that the (insert Contractor name here) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (insert Contractor contact person and phone number here)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, (insert Contractor contact person and phone number here)"

- Notices. In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the 29.0 following shall apply:
- All notices shall reference the contract number. 29.1
- The Contractor shall give written notice to the Department of changes to the following, and a written 29.2 amendment to the contract shall not be necessary:
 - Change of telephone number; 1.
 - Changes in the name and/or address of the person to whom notices are to be sent; 2.
 - Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, 3. • staff qualifications or specific individuals required under this contract; or
 - In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any 4. budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

Offshore Performance of Work Prohibited. 30.0

Due to security and identity protection concerns, direct services under this contract shall be performed within 30.1 the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

31.0 Order of Precedence.

- In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and 31.1 Conditions, the following shall apply:
 - In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 1. Division/Administration Special Terms and Conditions;
 - 2. ADES Special Terms and Conditions;
 - 3. Uniform Terms and Conditions;
 - 4. Scope of Work or Specification;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Documents referenced or included in the Solicitation.

Pandemic Contractual Performance. 32.0

- The State shall require a written plan that illustrates how the contractor shall perform up to contractual 32.1 standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 1. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - Alternative methods to ensure there are services or products in the supply chain.
 - 3. An up to date list of company contacts and organizational chart.
- In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health 32.2 Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 - 1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - 2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
 - 3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
 - Payments. In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the ..0 following shall apply:
- Payments shall be made according to the type of payment defined as follows: 33.1

- 1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.
- 33.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.
- 33.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 33.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:
 - 1. The units authorized as stated in section 33.1; or
 - 2. The service reimbursement ceiling;
 - 3. Under no circumstances shall the Department make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.
- 33.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

34.0 Payment Recoupment.

- 34.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
 - Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
 - Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
 - 3. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
 - 4. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - 5. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
 - Any amounts paid by the Department for which the Contractor's books, records, and other documents
 are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform
 contract services;
 - Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
 - 8. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
 - Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
 - 10. Any payments made for services rendered before the contract begin date or after the contract termination date.

35.0 Personnel.

35.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

25.0 <u>Predecessor and Successor Contracts.</u>

The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

Professional Standards. 37.0

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any 37.1 and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.

38.0 Rate Increase.

- The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension 38.1 date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alterative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.
- Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension 38.2 period.
- Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the 39.0. following shall apply:
- Contract service records will be maintained in accordance with this contract. Records shall, as applicable, 39.1 meet the following standards:

Adequately identify the service provided and each service recipient's application for contract and 1. subcontract activities;

- Include personnel records which contain applications for employment, job titles and descriptions, hire 2 and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
- Include time and attendance records for individual employees to support all salaries and wages paid; 3.
- Include records of the source of all receipts and the deposit of all funds received by the Contractor; 4.
- Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., 5. and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the
- Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and.
- Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way 7. may affect contract expenditures.

Any such records not maintained shall mandate an audit exception in the amount of the inadequately 39.2 documented expenditures.

Contractor shall preserve and make available all records for a period of five (5) years from the date of final 39.3 payment under this contract except as provided in Section 41.0 of the DES Special Terns and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

If this contract is completely or partially terminated, the records relating to the work terminated shall be 1. preserved and made available for a period of five years from the date of any such termination.

Records which related to disputes, litigation or the settlement of claims arising out of the performance 2. of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

Relationship of Parties. 40.0

- In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall 40.1 apply:
 - In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this 1. contract, the Contractor or their personnel will not be represented by the Department of the Attorney
 - Taxes or Social Security payments will not be withheld from a State payment issued hereunder and 2. the Contractor shall make arrangements to directly pay such expenses, if any.

Reporting Requirements. 41.0

- Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.
- Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.
- 41.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 41.4 All reports shall reference the contract number and be submitted to the person designated by the Department.
- 42.0 Responsibility for Payments Indemnification.
- The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- 43.0 Scrutinized Businesses.

In accordance with ARS § 35-391 and ARS § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

- 44.0 <u>Subcontracts.</u> In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:
- 44.1 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.
- 45.0 Substantial Interest Disclosure.
- Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.
- 45.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 45.3 For the purpose of this **Section**, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.
- 46.0 Supporting Documents and Information.
- 46.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 47.0 Suspension or Debarment.

47.1 In addition to the terms and conditions in section 9.3 of the Uniform Terms and Conditions, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment).

.0 Technical Assistance.

The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

49.0 Termination for Any Reason.

- In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
- In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154as may be amended the provisions of this paragraph shall not apply.
- 49.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.
- **Termination for Default.** In addition to the terms and conditions in **section** 9.5 of the Uniform Terms and Conditions, the following shall apply:
- 50.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

51.0. Transfer of Knowledge.

The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

52.0 Transition of Activities.

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

53.0 Unallowable Costs.

The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

53.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

OMB Circular A-87 for State, local and Indian Tribal Governments.

 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

3. OMB Circular A-21 for educational institutions.

4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

54.0 Visitation, Inspection and Copying.

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

55.0 Warranty of Services.

The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished

DEPARTMENT OF ECONOMIC SECURITY (DES) DIVISION OF AGING AND ADULT SERVICES (DAAS) SPECIAL TERMS & CONDITIONS

Notices:

In addition to the terms and conditions in Section 29.0 Notices of the DES Special Terms and Conditions the following shall apply:

Item 4 is replaced with the following:

In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

Reporting Requirements:

In addition to the terms and conditions in Section 41.0 Reporting Requirements of the DES Special Terms and Conditions the following shall apply:

All the provisions of this Section shall apply except that Contractors shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractors shall submit final program and fiscal reports no later than the 60th day following termination of the contract.

Payments:

In addition to the terms and conditions in Section 33.0 Reporting Requirements of the DES Special Terms and Conditions the following shall apply:

Fixed Price with price Adjustment — Reimbursement to the Contractor is in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in Section 29, Notices, 4. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

Background Checks for Employment through the Central Registry:

Section 5.0 of the DES Special Terms and Conditions is replaced in its entirety with the following:

- 5.1 If providing direct services to children or vulnerable adults, the following shall apply:
- 5.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.1.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients. These requirements shall apply throughout the full term of the contract.
- 5.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) reverse after termination of the Contract.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES) DIVISION OF AGING AND ADULT SERVICES (DAAS) SPECIAL TERMS AND CONDITIONS

Amendment #8

Delete and Replace:

AZDES Special Terms and Conditions, section 1.2, delete and replace the original with the following:

"Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

Amendment #12

Delete and Replace:

ADES Special Terms and Conditions, Fingerprinting section 22.1.1, delete and replace the original with the following:

Effective immediately, Contractor and Subcontractor staff who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in ARS 41-1758.07, OR, if waiting receipt of their clearance card, shall provide services under direct visual supervision and oversight of an employee who possess a level one fingerprint clearance card until they are issued a valid fingerprint clearance card that meets the Level One requirements. Contractor and Subcontractor staff include current employees whether paid or not who transfer into a direct service position, volunteers, and new employees whether paid or not.

Amendment #13

REPLACE

DAAS Special Terms and Conditions, Background Checks for Employment through the Central Registry, section

- 5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:
- 5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 - 1. Any person who applies for a contract with this State and that person's employees;
 - 2. All employees of a contractor;
 - 3. A subcontractor of a contractor and the subcontractor's employees; and
 - 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 5.4 Effective August 2, 2012:
 - 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 - 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or

neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

- 5.5 The person shall not provide direct services to ADES clients until the results of the Central Registry Background Check are complete and the results indicate that the person has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 5.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

ADD

11.0 Confidentiality

11.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

Amendment #14

Delete and Replace:

DAAS Special Terms and Conditions, Background Checks for Employment through the Central Registry, section 5.0, delete and replace the existing version with the following:

If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;

2. All employees of a contractor;

3. A subcontractor of a contractor and the subcontractor's employees; and

4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

5.4 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

- 5.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:
 - 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona

another state or jurisdiction; and

2. The person has not been the subject of an investigation of child abuse or neglect in Arizona,

another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct

Service Position is located at: https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc.

- 5.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 5.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at: https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc

Amendment #14 cancels out the language in amendment #13. Note the amendment #13 and 14 talks about DAAS special terms and conditions.

ARF-4269

Regular Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 04/18/2017

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

Information

Request/Subject

Accept or reject a Citizen's Petition to begin the process to designate Forest Service Road 54A (lower Cherry Creek) as a Primitive Road.

Background Information

Gila County Public Works received a citizen's petition to establish Forest Service Road 54A (lower Cherry Creek) as a Primitive Road. The road is located in the community of Young.

Evaluation

The petition and the road meet the requirements of Public Works Policy #ENG03-03 "Guidelines to Primitive Roads" which was approved by the Board of Supervisors on October 3, 2003, and revised on December 1, 2004.

Conclusion

Easements from property owners will need to be granted to Gila County. Once the easements are accepted by the County, providing maintenance as described in the Primitive Road Policy will consist of grading the road a few times a year. Providing maintenance on this road will not reduce the level of service to other roads in the Gila County Maintained Roadway System.

Recommendation

The Public Works Division Director recommends that the Board accept the Citizen's Petition to begin the process to establish Forest Service Road 54A (lower Cherry Creek) as a Primitive Road.

Suggested Motion

Information/Discussion/Action to accept or reject a Citizen's Petition to begin the process to establish Forest Service Road 54A (lower Cherry Creek) as a Primitive Road. (Steve Sanders)

Attachments

Citizen's Petition
Map 54A Road

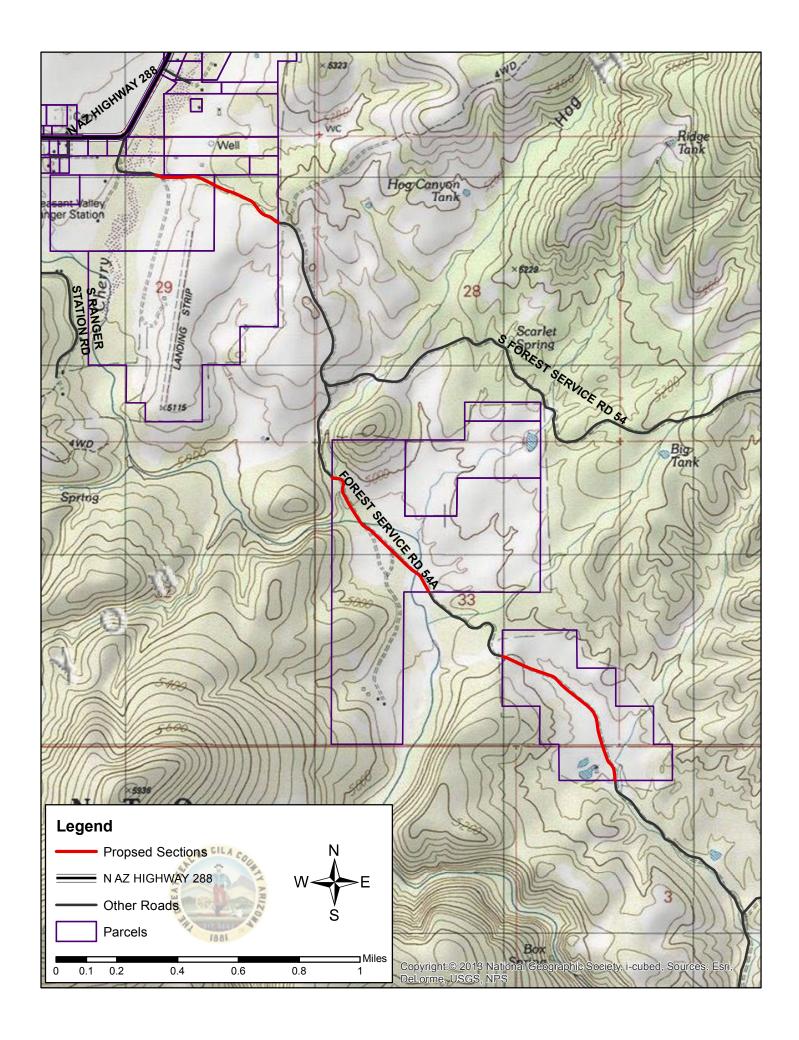
PETITION TO ESTABLISH A PRIMITIVE ROAD

proposed road is thereon.		The end of the proposed road is The Undersigned respectfully request that the Gila Cou SEE ATTACHED MAP 54A R	The general course and direction nty Board of Supervisors accept this petition are
DATE NAM	E	ADDRESS & TAX PARCEL NO.	AVERAGE LENGTH OF RESIDENCE PER YEAR
11	apman Fumily	P.O. Box 135, Young, AZ 85554	Full year
3-20-17 Da	le Coons	130 Charlenes lave Gbbe to 8550)	Full year
3-20-17	MAIS Kroeger	1296 E. Skyling Clar Blose, AT 85501	FULL LEDG
	ely sones	5841 EL CAMUDO, MIAMI AZ 8553	1 Full year
5-20-17 T	on HONORU	730 5 Tenth St Globe 85501	Full year
-20-17 Ma	rkwarden	1221 E. Crestwood Dr. Globe AZ 8550	
113/2017 MAI	CK GUERENA	825 DESERT DRIVE GLOBE AZ 85501	FILL VIND
1 17 0-1-	off Warren m Berry	203 E EIdelweiss Circle Payson, AZ 85541 5651 F. Arroya Ave. Globe, AZ 85501	FULL YPAR

Frank Wis Chapman

Public Works Policy & Procedures Manual

10/08/03



ARF-4260

Regular Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 04/18/2017

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

<u>Department:</u> Public Works

<u>Fiscal Year:</u> 2016-2017 <u>Budgeted?:</u> Yes

<u>Contract Dates</u> 30 Calendar Days from <u>Grant?:</u> No

Begin & End: Notice to Proceed

Matching No Fund?: Renewal

Requirement?:

<u>Information</u>

Request/Subject

Award Contract No. 020917-Forest Service Road No. 512-Asphalt Patching Project.

Background Information

At the February 21, 2017, Board of Supervisors' Regular Meeting, the Board approved a Request to Advertise for the Forest Service Road No. 512-Asphalt Patching Project.

The proposed work is located in the northern part of Gila County. The work consists of removing the existing asphalt and base material and replacing the removed section with a new three inch asphalt concrete section on top of a twelve inch aggregate base course at various locations on Forest Service Road No. 512 (near the Cherry Creek Bridge and in the Cherry Creek Hill Area). The total estimated quantity of area to be repaired is 915 square yards.

The road is identified in the Gila County Transportation Study as in need of pavement maintenance. The road is scheduled for a chip seal treatment in the upcoming chip seal season.

Invitation for Bids (IFB) No. 020917-Forest Service Road No. 512-Asphalt Patching Project was advertised in the Arizona Silver Belt newspaper on March 1, 2017, and March 8, 2017, with a bid due date of March 16, 2017.

Six Bids were received. Bid responses were opened on March 16, 2017, at 4:00 P.M., and evaluated in accordance with A.R.S. §41-2533, Competitive Sealed Bidding.

Evaluation

Select areas of Forest Service Road No. 512 have complete pavement failure and are in need of repair. This repair work needs to be done prior to the scheduled chip seal application.

IFB No. 020917 was advertised in the Arizona Silver Belt, the County approved newspaper. It was also emailed out to forty-four contractors, two construction publications (see attached Plan Holder List) and posted on the County website. Six bids were received.

Per the Time of Completion provision in the IFB, work shall be completed within thirty calendar days from the commencement date on the Notice to Proceed.

Conclusion

It is in the best interest of Gila County to repair the areas identified in this request prior to the chip seal application.

Recommendation

It is the recommendation of the Public Works and Finance Department Directors that the Board of Supervisors award a contract to Intermountain West for a bid amount of \$69,540 in response to IFB No. 020917-Forest Service Road No. 512- Asphalt Patching Project. Intermountain West Civil Constructors, Inc. was the low bidder on IFB No. 020917.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 020917-Forest Service Road No. 512-Asphalt Patching Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. (Steve Sanders/James Menlove)

Attachments

Invitation for Bids No. 020917 - Forest Service Road No. 512 Asphalt

Patching Project

Plan Holder List

Add	endum	No.	1

As Read Bid Results

Contract No. 020917-InterMountain West Civil Constructors, Inc.

Cactus Asphalt-Sealed Bid

Hatch Construction-Sealed Bid

Magnum Civil Constructors-Sealed Bid

Pima Paving-Sealed Bid

Roy Haught Excavating-Sealed Bid

GILA COUNTY REQUEST FOR INVITATION FOR BIDS

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT

BID CALL 020917

BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Tommie C. Martin, Chairman
Timothy Humphry, Vice Chairman
Woody Cline, Member

COUNTY MANAGER
John Nelson

PUBLIC WORKS DIRECTOR
Steve Sanders



INVITATION FOR BIDS BID CALL NO. 020917

Sealed bids will be received by Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501, until 4:00 P.M. (AZ Time), Thursday, March 16, 2017 for the Forest Service Rd No. 512 Asphalt Patching Project, GILA COUNTY, ARIZONA, BID NO. 020917 in strict accordance with the rules and regulations of Board approved Policies BOS-FIN-002, BOS-FIN-003 and the Gila County Procurement Group Statement of Operating Procedures. No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.

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

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, BID CALL NO. 020917". All Bids shall be mailed or delivered to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501. Gila County Engineering Services and the Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the Contracts Administrator's office.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

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

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

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

Dates advertised in the Arizona Silver Belt: ${f N}$	larch 01, 2017 and March 08, 2017		
Signed:	Date:	/	
Tommie C. Martin, Chairman of the	Board of Supervisors		
Signed:	Date:	/	/
Jefferson R. Dalton, Deputy Gila Cou for Bradley D. Beauchamp, County A	•		

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

- 1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the entire bid packet, in triplicate, and the following forms, all with original signatures, must accompany the bidders proposal:
 - Bid Proposal (pages 58 to 61)
 - Price Sheet (page 63)
 - Surety (Bid) Bond (page 64)
 - Qualification & Certification Form (pages 65 to 66)
 - Reference List (pages 67)
 - Affidavit of Non-Collusion (page 68)
 - Subcontracting Certification (page 69)
 - Check List & Addenda Acknowledgment (page 70)
 - Contract (pages 71 to 78)
 - Contract Performance Bond (page 79)
 - Labor and Materials Bond (page 80)
 - Contract Performance Warranty (page 81)
 - IRS W-9 Form (W-9)

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

- 2. **Proposal Guaranty** -Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.
- 3. <u>Delivery of Proposal</u> Each bid shall be sealed and plainly marked "Bid No. 020917 FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by Thursday, March 16, 2017, 4:00 P.M. on the date specified herein, to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. No bids will be accepted after 4:00 P.M. AZ Time, Thursday, March 16, 2017. Bids will be opened at 4:00 P.M., Thursday, March 16, 2017.
- 4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.

- 5. <u>Arizona Contractor's License</u> 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.
- 6. <u>Bid Opening Information</u> "As Read" Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.

7. Request for Clarifications

Requests for clarification shall be made to Betty Hurst, Contracts Administrator at bhurst@gilacountyaz.gov in writing (phone: 928-402-4355, fax: 928-402-4386) submitted no later than 4:00 P.M., AZ time, on Thursday, March 09, 2017. A response will be issued to all plan holders no later than 4:00 P.M., AZ time, on Monday March 13, 2017.

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SPECIAL PROVISIONS FOR FOREST SERVICE ROAD NO. 512 ASPHALT PATCHING PROJECT

The proposed work is located in the northern part of Gila County. The work consists of removing existing asphalt, aggregate base and subgrade material and replacing the removed section with a new 3 inch asphalt concrete section on top of a 12 inch aggregate base course at various locations on Forest Service Road No. 512 - Cherry Creek Hill Area (see **APPENDIX A & B**). The total estimated quantity of area to be repaired is 915 square yards.

SPECIFICATIONS:

Reference is made to certain Standard Specifications developed by the Maricopa Association of Governments (MAG) and the Arizona Department of Transportation (ADOT). The following separate documents shall be used accordingly:

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008 and current revisions.

Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, 2015 Edition.

Wherever reference in the above cited Standard Specifications is made to ADOT it shall refer to Owner as defined in Section 101-02 herein these Special Provisions.

In the event of any conflict between these Special Provisions and the Standard Specifications, these Special Provisions shall prevail.

GENERAL REQUIREMENTS:

Fire Prevention:

If during the project fire restrictions are implemented the contractor shall be responsible for compliance with Tonto National Forest and Gila County fire prevention measures.

Contract Time:

Contractor shall complete all project work within 30 calendar days from the date the Contractor receives the Notice to Proceed from the County.

Construction Water

The Contractor shall obtain an adequate water supply and furnish all construction water for the work specified herein. There will be no separate measurement or direct payment for obtaining, furnishing and applying construction water. The cost being considered as included in the total cost of the contract.

SECTION 101 DEFINITIONS AND TERMS:

101-01 BLANK

101-02 DEFINITIONS:

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:

MAG. Maricopa Association of Governments.

ADOT. Arizona Department of Transportation

<u>ADOT STANDARD SPECIFICATIONS.</u> Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 2008.

ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

ASTM. The American Society for Testing and Materials.

AASHTO. The American Association of State Highway and Transportation Officials.

AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

BOARD OF SUPERVISORS. The Gila County Board of Supervisors acting under the authority of the laws of the State of Arizona.

CALENDAR DAY. Every day shown on the calendar.

<u>CERTIFIED FLAGGER.</u> An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state, to control traffic in a construction zone. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

CHANGE ORDER. A written order by the Engineer 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.

<u>CONSTRUCTION LIMITS.</u> Construction limits shall be defined as that area of the public right-of-way, easement or area shown on the construction plans to be disturbed as a part of the contract for this project.

CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the Contract form; the 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.

<u>CONTRACTOR.</u> 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.

<u>CONTRACTOR'S ENGINEER.</u> The Arizona Registered Professional Civil Engineer, individual, partnership, firm, or corporation, duly authorized by Contractor to be responsible for engineering supervision, quality control and certification of the Contract work.

<u>**DEPARTMENT.**</u> The term Department in the ADOT Standard Specifications and supplements references the Arizona Department of Transportation. Department shall reference OWNER for this contract work.

ENGINEER. See OWNER.

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.

<u>INSPECTOR.</u> An authorized representative of the Owner's Engineer 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.

<u>INTENTION OF TERMS.</u> Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's Engineer 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's Engineer, 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.

LABORATORY. A testing laboratory as may be designated or approved by the Owner's Engineer to test construction materials and products.

<u>LABOR AND MATERIALS BOND.</u> 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 substance specified for use in the construction of the contract work.

<u>MUTCD.</u> The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration, 2003 Edition, with current revisions.

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.

OWNER. The term Owner shall mean the contracting agency signatory to the contract being Gila County or the "County".

<u>OWNER'S ENGINEER.</u> The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

PAVEMENT. The combined surface, base course, and sub base course, if any, considered as a single unit.

<u>PERFORMANCE BOND.</u> 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.

<u>PLANS.</u> The official drawings or exact reproductions, approved by the Owner's Engineer, 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 for accomplishing specific tasks.

PROPOSAL (BID, BID 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.

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.

<u>STRUCTURES.</u> Facilities such as 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, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

SUBGRADE. The soil that forms the pavement foundation.

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's Engineer, 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.

<u>WORK.</u> 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 Owners Engineer, which requires the presence of an inspector, will be considered and applied as working days.

<u>WORK WEEK.</u> 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 Owners Engineer, the Contractor shall reimburse the County for all overtime hours.

<u>OVERTIME HOURS.</u> Any and all hours worked which are other than a normal work week. Contractor must give prior written notification to the Owners Engineer, 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.

<u>OWNER'S INSPECTOR'S OVERTIME PAY.</u> 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.

SUBSTANTIAL COMPLETION. Per Section 105.19 of the ADOT Standard Specifications unless modified herein.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102-01 THRU 102-03 BLANK

102-04 CONTENTS OF PROPOSAL FORMS:

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to 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.

102-05 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.

102-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES:

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. **Payment to the Contractor will be made only for the actual quantities**

of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) without in any way invalidating the unit bid prices.

102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

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's Engineer 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.

102-08 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. 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.

102-09 BLANK

102-10 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.

102-11 DELIVERY OF PROPOSAL:

Each 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 advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

102-12 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.

102-13 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.

102-14 BLANK

102-15 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.

102-GC1 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 102-05.
- (d) Failure to submit all required official bid forms.

102-GC2 PROTESTS:

Only other bidders 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 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 Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

SECTION 103 AWARD AND EXECUTION OF CONTRACT:

103-01 CONSIDERATION OF PROPOSALS:

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

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 102-10.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 102-GC1.

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.

103-02 THRU 103-03 BLANK

103-04 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.

103-05 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 103-GC1.

103-06 RETURN OF PROPOSAL GUARANTY:

All proposal guaranties, except those of the two (2) 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 103-01. 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 103-07.

103-07 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. §

103-08 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 103-07, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 107-14, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

103-GC1 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.

103-09 FAILURE TO EXECUTE CONTRACT:

Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 103-08 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 103-07 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.

This agreement is subject to cancellation pursuant to A.R.S. §38-511.

SECTION 104 SCOPE OF WORK:

104-01 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.

104-02(A) ALTERATION OF WORK AND QUANTITIES:

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's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

104-02(B) OMITTED ITEMS:

The Owner's Engineer 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 PAYMENT FOR OMITTED ITEMS of Section 109-05.

104-02(C) 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 prices 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 Engineer's opinion, is necessary for completion of such extra work.

When determined by the Owner's Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 109-04.

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 as a SUPPLEMENTAL AGREEMENT.

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.

104-03 DISPUTE & RESOLUTION:

Initial Notification & Dispute of Resolution: As required by these Specifications or any time the Contractor believes the action or decision of the County, lack of action by the County, or for some other reason will result in or necessitate the revision of the Contract, the County Engineer must be notified immediately. If within two (2) working days the identified issue has not been resolved between the Contractor and the County, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the County Engineer will proceed in accordance with MAG Uniform Standard Specifications Subsection 104.2. In addition to proceeding in accordance with

Subsection 104.2, the Contractor and the County must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in accordance with MAG Specs Subsection 110.2.2 Dispute Resolution.

■ **Process for Dispute Resolution:** If the Contractor rejects the decision of the County according to *Subsection 110.2.2(B)*, the Contractor may begin the Administration Process to resolve the dispute. All dispute resolutions shall be handled in accordance with *MAG Spec's Subsection 110.3*, *Administrative Process for Dispute Resolution*.

The administrative process for the resolution of disputes is sequential in nature and is composed of the following levels: Level I (County Project Manager), Level II (County Engineer, Level III (Public Works Director).

The provision set forth in *Subsection 110.2* is a contractual obligation assumed by the Contractor in executing the Contract. It is understood that the Contractor will be forever barred from recovering against the County if the Contractor fails to give notice of any act or failure to act, by the County, or the happening of any event, thing, or occurrence, in accordance with *Subsection 104.2*, Alteration of Work.

Dispute Review Board: If the Dispute Review Board is utilized as prescribed in *Subsection 110.3.3*, the County Engineer shall be notified within thirty (30) days after the Level III Representative decision. The Dispute Review Board is a three (3) member board independent of the parties involved in the issue. The County and Contractor shall each select a member for this board. The third (3rd) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contact time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

104-04 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.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic.

The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the MUTCD, unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of pedestrian and vehicular traffic as specified in this subsection.

104-05 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK:

Should the Contractor encounter any materials such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

- (a) Use such material in another contract item, providing such use is approved by the Owner's Engineer and is in conformance with the contract specifications applicable to such use; or,
- (b) Remove such material from the site, upon written approval of the Owner's Engineer; or,
- (c) Use such material for his own temporary construction on site; or,
- (d) Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option (a), (b), or (c), he shall request the Owner's Engineer's approval in advance of such use. Should the Owner's Engineer approve the Contractor's request to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Owner's Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any materials, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

104-08 PREVENTION OF AIR AND NOISE POLLUTION: Per Section 104.08 of the ADOT Standard Specifications unless modified herein.

104-09 PROTECTION OF LANDSCAPE DEFACEMENT; PROTECTION OF STREAMS, LAKES AND RESERVOIRS: Per Section 104.09 of the ADOT Standard Specifications unless modified herein.

104-10 CONTRACTOR'S RESPONSIBILITY FOR WORK:

Until the Owner's Engineer'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 105-20(A), 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. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense.

104-11 thru 104-13 BLANK

104-14 FINAL CLEAN UP:

Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Owner's Engineer.

SECTION 105 CONTROL OF WORK:

105-01 AUTHORITY OF THE OWNER'S ENGINEER:

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 Engineer's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. He 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 Engineer's certifications on amounts, quality of 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.

105-02 THRU 105-03 BLANK

105-04 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's Engineer.

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 to the Contractor 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 Contractor's Engineer, 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's 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.

105-05 BLANK

105-06 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 or conflict, the order in which they govern shall be as follows:

- (A) Supplemental Agreements
- (B) Special Provisions
- (C) Project Plans
- (D) Standard Drawings
- (E) Standard Specifications

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.

105-07 COOPERATION OF CONTRACTOR: Per Section 105.07 of the ADOT Standard Specifications unless modified herein.

105-08 COOPERATION WITH UTILITY COMPANIES: Per Section 105.08 of the ADOT Standard Specifications unless modified herein.

105-09 COOPERATION BETWEEN CONTRACTORS: Per Section 105.09 of the ADOT Standard Specifications unless modified herein.

105-10 CONSTRUCTION STAKES, LINES AND GRADES: Per Section 105.10 of the ADOT Standard Specifications unless modified herein.

105-11 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's Engineer for his decision.

105-12 INSPECTION OF WORK: Per Section 105.12 of the ADOT Standard Specifications unless modified herein.

105-13 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 105-04.

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 104-10.

No work shall be done without lines and grades having been given by the Contractor's Engineer and authorized by the Owner. 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.

105-14 LOAD RESTRICTIONS: Per Section 105.14 of the ADOT Standard Specifications unless modified herein.

105-15 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.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

105-16 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 105-15, 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's 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.

105-17 BLANK

105-18 OPENING SECTIONS OF THE WORK TO TRAFFIC:

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 as described below:

Upon completion of any portion of the work listed above, with certification of the work by the Contractor's Engineer, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 105-20(A).

No portion of the work may be opened by the Contractor for public use until ordered by the Owner's Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner's Engineer, such portion of the work is in an acceptable condition to support the intended traffic. 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 traffic 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.

105-19 BLANK

105-20 ACCEPTANCE:

(A) 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 unit has been satisfactorily completed in compliance with the contract, and certified to be in compliance by the Contractor's Engineer, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

(B) FINAL ACCEPTANCE:

Upon due notice from the Contractor of presumptive completion of the entire project, and certification of completion and compliance to the approved plans by the Contractor's Engineer, the 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, and recertification by the Contractor's Engineer, 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.

105-GC1 CONSTRUCTION SCHEDULE:

Prior to commencement of the work the Contractor shall prepare and submit to the Owner for review, a written schedule covering the general sequence of the work to be performed on a biweekly basis. The work schedule, after review and acceptance by the Owner, shall not be changed without the written consent of the Owner. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract.

105-GC2 NEGOTIATIONS:

It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

(a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

- (a) Competence and responsibility of Bidder.
- (b) Qualifications and experience of Bidder.
- (c) Past performance of Bidder.
- (d) Conformity with bidding requirements and general considerations.
- (e) Record of timely completion of punch lists on past projects.

Negotiations With Individual Contractors: Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

- (a) Any response to a request for clarification of a bid shall be in writing.
- (b) The Public Works Division shall keep a record of all negotiations.

For the purpose of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

(a) Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and/or

- Contract Award.
- (b) Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

(a) A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful bidder.

If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

105-21 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 10 calendar days, submit his written claim, along with certification by the Contractor's Engineer, to the Owner for consideration in accordance with local laws or ordinances.

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.

SECTION 106 CONTROL OF MATERIAL: Per Section 106 of the ADOT Standard Specifications unless modified herein.

106.04(A) General: the fourth and fifth paragraphs of the Standard Specifications are revised to read:

The sampling, testing, and acceptance of materials shall be in accordance with the requirements of the specifications, in conjunction with the following:

- The ADOT Materials Testing Manual.
- The ADOT Materials Policy and Procedure Directives Manual.
- Applicable Federal, AASHTO, or ASTM specifications or test designations.
- Applicable specifications or test designations of other nationally recognized organizations.

Unless otherwise specified, whenever a reference is made to an Arizona Test Method or an ADOT Materials Policy and Procedure Directive, it shall mean the test method or policy and procedure directive in effect on the bid opening date.

106.04(C)(2) Quality Control Laboratory: the first paragraph is revised to read:

All field and laboratory sampling and testing shall be performed by a laboratory or laboratories approved by the Department. The requirements for approval of laboratories are specified in ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories". Approved laboratories, and the test methods for which they are approved to perform, are listed in the "ADOT Directory of Approved Materials Testing Laboratories". Approved test methods listed in the "ADOT Directory of Approved Materials Testing Laboratories" do not include field sampling and testing procedures. When field sampling and testing procedures are performed, the appropriate valid Arizona Technical Testing Institute (ATTI) and/or American Concrete Institute (ACI) certification(s) are required. ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories" and the "ADOT Directory of Approved Materials Testing Laboratories" may be obtained on the internet from the ADOT Materials Quality Assurance Section website.

106.04(C)(6) Weekly Quality Control Reports: of the Standard Specifications is revised to read: The contractor shall submit Weekly Quality Control Reports to the Engineer. The weekly reports shall be complete and accurate, and shall state the types of work which have been performed during the report period. The report shall also include the process control measures taken to assure quality. The report shall provide sample identification information for materials tested during the report period, including sample number, date sampled, sample location, first and last name of person obtaining sample, and original source of material. The report shall also provide the results for all required tests and any retests, corrective actions, and other information relevant to quality control. The report shall include daily diaries for each day of testing, a weekly summary, the ADOT TRACS number, and the testing laboratory's project identification number.

Except as stated in the following paragraph, the weekly quality control report shall be prepared using standard forms provided by the Department. The standard forms are available on the Department's website at www.azdot.gov. After accessing the Department's website, select "Business", "Engineering and Construction", "Construction", "Contractors' Information", "Forms and Documents", and then "Weekly Quality Control Forms". Except for the daily diaries, all documentation and information required on the forms shall be typed. Daily diaries may be hand-written if acceptable to the Engineer. The weekly report shall be submitted to the Engineer in paper form with a transmittal letter signed by the contractor's quality control manager.

In lieu of using the standard weekly quality control forms available on the Department's website, the contractor or testing laboratory may prepare the weekly report using proprietary or other software, if acceptable to the Engineer, provided that all required information is included, the format is comparable to the Department's standard format, and the report is submitted in paper form with the required transmittal letter.

The report period shall end at midnight of each Friday, and the report shall be submitted to the Engineer no later than 5:00 p.m. of the following Wednesday. The Engineer will verify that the report is timely, complete and accurate.

Reports that are not submitted by the above-referenced deadline shall be considered delinquent. Reports that are submitted by the above-referenced deadline, but are not

complete and accurate, shall also be considered delinquent. In either case monies shall be deducted from the contractor's monthly estimate in accordance with the requirements for Contractor Quality Control, as specified in these special provisions.

106.05 Certificates: of the Standard Specifications is revised to read:

(A) General:

The contractor shall submit to the Engineer an original or copy of either a Certificate of Compliance or a Certificate of Analysis, as required, prior to the use of any materials or manufactured assemblies for which the specifications require that such a certificate be furnished.

Certificates shall be specifically identified as either a "Certificate of Compliance" or a "Certificate of Analysis".

The Engineer may permit the use of certain materials or manufactured assemblies prior to, or without, sampling and testing if accompanied by a Certificate of Compliance or Certificate of Analysis, as herein specified. Materials or manufactured assemblies for which a certificate is furnished may be sampled and tested at any time, and, if found not in conformity with the requirements of the plans and the specifications, will be subject to rejection, whether in place or not.

Certificates of Compliance and Certificates of Analysis shall comply with the requirements specified herein, the ADOT Materials Testing Manual, and applicable ADOT Materials Policy and Procedure Directives.

(B) Certificate of Compliance:

A Certificate of Compliance shall be submitted on the manufacturers or suppliers official letterhead, and shall contain the following information:

- (1) The current name, address, and phone number of the manufacturer or supplier of the material.
- (2) A description of the material supplied.
- (3) Quantity of material represented by the certificate.
- (4) Means of material identification, such as label, lot number, or marking.
- (5) A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
- (6) A statement that the individual identified in item seven below has the legal authority to bind the manufacturer or the supplier of the material.
- (7) The name, title, and signature of the responsible individual. The date of the signature shall also be given.

Each of the first six items specified above shall be completed prior to the signing of the certificate as defined in item seven. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations of a clarifying nature, such as project number, contractor, or

quantity shipped are acceptable, provided the basic requirements of the certificate are not affected.

A copy or facsimile reproduction of the original certificate will be acceptable; however, the original certificate shall be made available upon request.

(C) Certificate of Analysis:

A Certificate of Analysis shall include all the information required for a Certificate of Compliance and, in addition, shall include the results of all tests required by the specifications.

106.15 Domestic Materials and Products:

Steel and iron materials and products used on all projects shall comply with the current "Buy America" requirements of 23 CFR 635.410.

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either one-tenth of one percent of the total (final) contract cost or \$2,500, whichever is greater.

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

The requirements specified herein shall only apply to steel and iron products permanently incorporated into the project. "Buy America" provisions do not apply to temporary steel items, such as sheet piling, temporary bridges, steel scaffolding and falsework, or to materials which remain in place at the contractor's convenience.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

107-01 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 Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

107-02 PERMITS, LICENSES, AND TAXES: Per Section 107.02 of the ADOT Standard Specifications unless modified herein.

Before the Contractor or any subcontractor begins work the Contractor must apply for and obtain a Right of Way (ROW) use permit from the Gila County Public Works Engineering Department. A ROW permit application can be obtained at either the Globe or Payson Public Works office or from the Gila County website at the following link http://www.gilacountyaz.gov/government/public works/engineering/index.php. A traffic control plan applicable to the work being performed and in accordance with MUTCD standards must be attached to the permit application when submitted. Gila County will waive the fee for the ROW permit.

107-03 PATENTED DEVICES, MATERIALS, AND PROCESSES: Per Section 107.03 of the ADOT Standard Specifications unless modified herein.

107-04 THRU 107-06 BLANK

107-07 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. Contractor is responsible for supplying toilet and hand washing facilities at work site.

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.

Before the Contractor or any subcontractor begins work on the project they must read the Gila County Public Works Division Safety & Loss Control booklet and sign an acknowledgement form.

<u>Contractor Safety Tailgate Meetings:</u> Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

<u>Accident/Injury Procedure:</u> Contractor shall contact the Owner and the Gila County Risk Management Division within twenty-four (24) hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

<u>Unsafe Acts:</u> Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

<u>Safety Audits:</u> The County reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the County shall be notified should any OSHA inspection occur at a County job site.

107-08 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. Under all circumstances, safety shall be the most important consideration.

All work shall be performed by Federal OSHA Standards.

The Contractor shall maintain the free and unobstructed movement of 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 104-04 hereinbefore specified.

107-09 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 MUTCD.

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's Engineer.

107-10 BLANK

107-11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE: Per Section 107.11 of the ADOT Standard Specifications unless modified herein.

107-12 BLANK

107-13 RESPONSIBILITY FOR DAMAGE CLAIMS:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages,

or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's 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.

107-14 CONTRACTOR'S INSURANCE:

Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. 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.

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's Engineer 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's Engineer. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed \$500 for any one accident or occurrence excluding bodily injury.

In addition to statutory Worker's Compensation insurance, the Contractor, with respect to all operations performed by himself or his subcontractors, shall have in force regular public liability insurance in not less than the following amount: \$2,000,000 Combined Single Limit of Liability per Occurrence.

Such insurance shall include, but not be limited to, coverage for underground damage to facilities because of drilling and excavating with mechanical equipment, and for collapse of or structural injury to structures or utilities because of blasting or explosion, excavation, tunneling, pile driving, cofferdam work or demolition.

With respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, the Contractor shall have in force automobile liability insurance in not less than the following amount: \$2,000,000 Combined Single Limit of Liability per Occurrence.

107-GC1 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.

107-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(A) General:

The contractor's attention is directed to the requirements of Arizona Revised Statutes Section 40-360.21 through .29 requiring all parties excavating in public streets, alleys or utility easements to first secure the location of all underground facilities in the vicinity of the excavation.

The contractor shall contact the owners of the various utilities prior to the start of construction and shall obtain from them any information pertaining to existing utilities that will either supplement information shown on the project plans or will correct any such information that may be incorrect. The contractor shall furnish the Engineer with evidence that the contractor has contacted the utility companies. Such evidence shall be submitted at the preconstruction conference, and shall include a copy of the information received from each utility as a result of such contacts.

If the contractor learns from either the owner of the utility or from any other source of the existence and location of properties of railway, telegraph, telephone, fiber optics cable, water, sewer, septic tanks or systems, electric, gas and cable television companies either omitted from or shown incorrectly on the project plans, the contractor shall immediately notify the Engineer and shall not disturb the utilities. Relocation or adjustment of such utilities, if deemed necessary, will be either performed by others or shall be performed by the contractor in accordance with the provisions of Subsection 104-02(C).

The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum and that services rendered by these parties will not be unnecessarily interrupted.

Temporary or permanent relocation or adjustment of any utility line or service connection desired by the contractor for its convenience shall be its responsibility. The contractor shall obtain the approval of both the Engineer and the utility company and upon approval shall make all necessary arrangements with the utility company and shall bear all costs in connection with such relocation or adjustment. The contractor shall also submit a Sewer Discharge Prevention Plan, as specified in Subsection 107-15(C)(1), describing each anticipated relocation or adjustment involving existing sanitary sewer lines. No work on a particular facility shall begin until all approvals for that facility have been received.

(B) Contractor Qualifications for Water and Sewer Lines:

Breakage of active sanitary sewer lines may result in the potential spread of disease, contamination of the site and any adjacent bodies of water, and other hazards to the public. Substantial cleanup costs may be associated with such breakage, as well as possible major civil and/or criminal penalties. Therefore, the Engineer will closely consider the qualifications of any personnel proposed by the contractor to oversee or perform work involving active sanitary sewer lines. The contractor shall not assume that the personnel assigned to perform such work

will be acceptable to the Department merely because they meet the experience requirements listed herein.

The contractor, or the subcontracting firm assigned to perform the water and sewer work, shall have a minimum of five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements.

In addition, the key personnel assigned by the contractor to perform any work on water or sewer lines, whether from the prime contractor or a subcontracting firm, shall also have at least five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements. A minimum of two such people shall be designated by the contractor. The designated personnel may have the title of foreman or superintendent; however, at least one of these people shall be present at all times at the location of any work being performed at or near an active sanitary sewer line.

For both the firm and the key personnel, the experience shall include working with and around water and sewer utility lines that are in service. The contractor shall submit the following documentation to the Engineer for review and approval:

- (1) A list indicating that the designated key project personnel have at least five years of applicable experience, as specified above. The list shall be accompanied with resumes for each of the key people. The resumes shall include the following information, and demonstrate compliance with the specified requirements:
 - (a) Detailed relevant experience for a minimum of two projects, including project description, date of work, actual work performed by the individual, and references (a minimum of one for each project).
 - (b) Level of applicable formal training.
 - (c) Number of years of relevant experience in performing like construction.
- (2) A list of water and sewer construction projects completed by the firm performing the water or sewer work, as specified above, indicating a minimum of five years of applicable experience. Include the dates of work, type of work, description of the project, amount of work performed by the contractor/subcontractor, and the name and phone number of a contact with the owning company or agency for which the work was completed.
- (3) List of equipment that will be used for this project. The list shall include, as a minimum, equipment type, date of manufacture, and if contractor-owned or rented.
- (4) A list of all violations and citations in the past five years of applicable water and wastewater laws and statutes for both the prime contractor and the subcontractor responsible for the utility work.

The contractor shall submit this documentation to the Engineer for approval at least 21 calendar days prior to any anticipated work involving active sanitary sewer lines, whether new or existing.

(C) Protection of Existing Utility Lines:

At points where the contractor's operations are adjacent to right-of-way properties or easements for railway, telegraph, telephone, water, sewer, electric, gas and cable television companies, hereinafter referred to as utilities, or are adjacent to other facilities and property, damage to which might result in considerable expense, loss, inconvenience, injury or death, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The exact locations and depths of all utilities that are underground or the location of those on or near the surface of the ground which are not readily visible shall be determined. Such locations shall be marked in such a manner so that all workmen or equipment operators will be thoroughly apprised of their existence and location. It will be the contractor's responsibility to see that every effort possible has been made to acquaint those actually involved in working near utilities not only with the type, size, location and depth, but with the consequences that might follow any disturbance. No trenching or similar operation shall be commenced until the Engineer is satisfied that every possible effort has been taken by the contractor to protect utilities.

The contractor shall coordinate with others working near new or existing sewer lines or other utilities on the procedures to be followed to prevent damaging of these utilities.

(1) Sewage Discharge Prevention Plan (SDPP):

For any work which may impact active sanitary sewer pipes, whether new or existing, the contractor shall prepare a Sewage Discharge Prevention Plan (SDPP) which shall describe the contractor's procedures and work plan for such lines. The Sewage Discharge Prevention Plan shall also describe the precautions that the contractor shall take to prevent unplanned breakage or spills, and the procedure which the contractor shall follow if breakage or a spill occurs.

The contractor's method of work described in the SDPP shall ensure that any work done in or near any active sewer line is performed in a safe and controlled manner resulting in no accidental discharges. As a minimum, the contractor's equipment and procedures shall be appropriate for the intended work, and shall conform to standard industry practices.

The SDPP shall include information, as specified below, for all portions of the project which involve the following work activities, and for any other element of work which may involve contact with an active sanitary sewer line:

- Interrupt, divert, relocate, plug, or abandon a sewer line or service connection, or
- Brace, or tie into a sewer line or service connection.

Construction activities in the vicinity of active sanitary sewer lines or service connections shall also be included in the SDPP if any of the following conditions exist:

- (1) Any work crossing beneath the pipe, at any angle, regardless of vertical separation.
- (2) Any work crossing over the pipe, at any angle, within two feet of the top of pipe.
- (3) Work located parallel to the pipe within the following areas:
 - (a) For the area from the bottom of the pipe to two feet above the top of the pipe, any work within two feet horizontally of the pipe wall.
 - (b) For the area below the bottom of the pipe, any work located below an imaginary line beginning at the pipe spring line and progressing downward at a slope of 1.5 feet vertically to 1.0 feet horizontally.

The contractor's Sewage Discharge Prevention Plan shall address each of the items tabulated below, as applicable, for every location where construction activity will involve an active sanitary sewer line.

(2) Required Elements of the Sewage Discharge Prevention Plan:

The following elements shall be addressed in the SDPP:

- (a) Describe the proposed work in general, including the reasons for the work, scope, objectives, locations, dates, and estimated times the work will be conducted. Include project plan sheets detailing the proposed work, and indicating the peak flowrates of active sewer lines, determined as specified.
- (b) For all existing sanitary sewer pipes, determine whether the lines are active or abandoned, and the peak flowrates of lines in service, as provided by the owner of the utility.
- (c) List the key personnel (crew foreman, superintendent, and manager) and field office that are proposed to perform the work (include phone numbers).
- (d) Describe the work in step-by-step detail for each location, including excavation plans and how both the new and existing structures and utilities will be identified and protected.
- (e) Provide a detailed listing of any hardware, fittings, pipe plugs, flex couplings, tools, and materials needed to accomplish the work, and note the status of these items (on-hand, to-be-fabricated, on-order with expected delivery date, etc.). Include any manufacturer's specifications or recommendations, especially for any pipe plugs, sewer line fittings, and patching materials.
- (f) List all major equipment to be used to perform the work. Include in this item any pumps that will be used to perform the work and the rated capacity of the pumps at the anticipated suction head.

- (g) List all equipment to be used in the event of an unplanned release and specify how the equipment will be used. The locations of standby pumps shall be specified in this item. The plan shall indicate that all standby equipment to be used in the event of an unplanned discharge can be delivered to the site and put into service within two hours of identification of any unplanned flow.
- (h) List the safety equipment to be used, and describe any unique safety procedures. Cite the applicable OSHA standards covering the work.
- (i) Describe any contingency plans the contractor will implement in the event of unplanned releases and/or damage to existing facilities. List all personnel and subcontractors that will be responsible for responding to unplanned releases or damaged lines. Provide qualifications for all such personnel and subcontractors, including education, formal training, and relevant experience.
- (j) Describe how the public will be protected during the work, and include or cite any applicable traffic control plans.
- (k) Describe the quality control procedures that will be used in the field.
- (I) Discuss how temporary plugs or flow control devices will be secured, monitored, and removed.

The SDPP shall be in written form, and shall include any diagrams or sketches necessary for clarity. When possible, diagrams and sketches should be shown using the applicable project plan sheets.

The contractor shall modify the SDPP as necessary throughout the project to include any new or revised information relevant to the items listed above. The contractor shall resubmit the revised SDPP to the Engineer for approval in each case.

(3) Sewage Discharge Prevention Plan Approval:

The SDPP shall be submitted to the Engineer at least 21 calendar days before any work involving an active sewer line is to be done. The Engineer will review the plan, solicit comments from the owner/operator of the sewer line, and return the plan to the contractor within 14 calendar days from original submittal.

No work involving active sanitary sewer lines shall be done until a final SDPP meeting all the requirements specified in Subsection 107-15(C)(2) has been approved by the Engineer.

Approval of the contractor's Sewage Discharge Prevention Plans, personnel, or construction methods and operation shall not relieve the contractor from its responsibility to safely perform the work included in this contract, nor from its liability for damage resulting, either directly or indirectly, from its work performed under this contract.

(D) Service Connections:

(1) General:

In the event of interruption to water, sewer, or utility services as a result of accidental breakage or as a result of lines being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. When service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

(2) Unidentified Water and Sewer Connections:

The contractor shall protect unidentified, undamaged water or sewer service connections encountered during excavation. The contractor shall immediately notify the Engineer when an unidentified service connection is encountered.

The contractor shall immediately repair unidentified water or sewer service connections that are damaged during excavation. Any damaged service connections shall be reported to the Engineer, including all remedial actions taken.

(E) Repairing Damaged Lines:

When the operations of the contractor result in damage to any utility line or service connection, the location of which has been brought to the contractor's attention, the contractor shall assume full responsibility for such damage.

Should an unplanned breakage occur in an active sewer line as a result of the contractor's operations, the contractor shall immediately notify the Engineer, and begin repairs to halt any flows and restore normal service, in accordance with the procedures described in the approved Sewage Discharge Prevention Plan. The contractor shall also immediately notify the affected utility company and the appropriate regulatory agencies. The contractor shall be responsible for repairing the damaged pipe, restoring any interruptions in service, and cleaning up the affected areas within 24 hours of the beginning of the spill. Sewage discharge damage assessments, as specified in Subsection 107-15(F), will be charged to the contractor for any unplanned breakage which results in a discharge.

The contractor shall be responsible to repair any breakage, in accordance with requirements of the broken line's owner/operator, and clean up the site per applicable codes and regulations of the Environmental Protection Agency, OSHA, Arizona Department of Environmental Quality (ADEQ), and all other agencies' specifications, at no additional cost to the Department.

(F) Sewage Discharge Damage Assessments:

The Department will assess liquidated damages in accordance with the Table 1 below for each 24-hour period, or portion thereof, for each unplanned breakage that occurs in an active sanitary sewer line as a result of the contractor's operation. The rate of liquidated damages assessed is based on the type and quantity of effluent discharged as determined by the Engineer.

These liquidated damages do not relieve the contractor from any of its responsibilities under the contract, including any liquidated damages that may be assessed under Subsection 108.09 for late completion of the project.

Liquidated damages assessed by the Department will be independent of any penalties imposed by others.

The contractor acknowledges that Regulatory agencies may assess or impose civil or criminal penalties on the contractor resulting from sewer discharges.

The Department will not be responsible for any civil or criminal penalties, fines, damages, or other charges imposed on the contractor by any regulatory agency or court for sewage discharges that are a result, directly or indirectly, of the contractor's work performed under this contract.

Table 1		
Liquidated Damages		
(each 24 hour period, or portion thereof)		
Volume of Discharge	Raw Sewage or Industrial	Treated
	Wastewater	Effluent
Less than 10,000	\$5,000.00	\$1,000.00
gallons		
10,000-99,999	\$10,000.00	\$2,000.00
gallons		
100,000-1 million	\$25,000.00	\$3,000.00
gallons		
Greater than 1	\$40,000.00	\$5,000.00
million gallons		

Liquidated damages shall be assessed for each 24 hour period, or portion thereof, until the contractor has completed all of the following tasks:

- (A) Stopped the discharge.
- (B) Repaired the damaged pipe.
- (C) Restored normal service.
- (D) Fully cleaned and disinfected the site to the satisfaction of the Engineer.

REDUCTION OF LIQUIDATED DAMAGES: Upon completion of tasks A, B, and C above, and prior to completion of Task D, the liquidated damages assessed for the current 24-hour period shall be at the rate shown in Table 1. However, for each subsequent 24-hour period, the assessment will be one half of the rate shown in Table 1.

Damages will continue at the reduced rate until the site has been fully cleaned and disinfected to the satisfaction of the Engineer.

As an example, the amounts assessed each 24-hour period for an unplanned discharge of 20,000 gallons of raw sewage, in which the contractor completes tasks A, B, and C within the

second 24-hour period but does not complete full cleanup until the third 24-hour period, will be as follows:

First 24-hour period: \$10,000.00

Second 24-hour period: \$10,000.00

Third 24-hour period: \$5,000.00

For this example, the total liquidated damage assessment will be \$25,000.00 (\$10,000 +

\$10,000 + \$5,000).

107-16 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's Engineer, 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.

107-17 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.

SECTION 108 PROSECUTION AND PROGRESS:

108-01 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's Engineer. 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 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 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's Engineer.

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's Engineer

108-02 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's Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Owner's Engineer at least two (2) work days in advance of the time actual construction operations will begin.

108-03 BLANK

108-04 PROSECUTION AND PROGRESS:

The Contractor shall submit his progress schedule for the Owner's Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner's Engineer, 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 proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's Engineer'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. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner's Engineer at least twenty-four (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.

108-05 LIMITATION OF OPERATIONS: Per Section 108.05 of the ADOT Standard Specifications unless modified herein.

108-06 CHARACTER OF WORKERS: Per Section 108.06 of the ADOT Standard Specifications unless modified herein.

108-07 METHODS AND EQUIPMENT: Per Section 108.07 of the ADOT Standard Specifications unless modified herein.

108-GC1 TEMPORARY SUSPENSION OF THE WORK:

The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to 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's Engineer, 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 Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. 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 and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

108-08 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 WORKING DAYS shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during

the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK (104-02(C)).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 105-20(B).
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 102-06.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

(b) 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 Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

(c) 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's Engineer 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's Engineer 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.

108-09 FAILURE TO COMPLETE ON TIME:

For each calendar day or working 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 108-08 the sum specified in the contract and 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.

108-10 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 (108-02)"; 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
- 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 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's Engineer 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 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer 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's Engineer 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.

108-GC2 TERMINATION OF CONTRACT 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 number of units or items of 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's Engineer.

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 109 MEASUREMENT AND PAYMENT:

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and/or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.
- F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
- G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Owner's Engineer shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory

progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

109-01 MEASUREMENT OF QUANTITIES: Per Section 109.01 of the ADOT Standard Specifications unless modified herein.

109-02 SCOPE OF PAYMENT:

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 107-17.

When the "basis of payment" subsection of a specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

109-03 COMPENSATION FOR ALTERED QUANTITIES:

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

109-04 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK:

Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 104-02(C), will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work requiring that it be done by force account, such force account shall be measured and paid for as follows:

(a) <u>Labor</u>. For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before beginning the work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. An amount equal to 15 percent of the sum of the above items will also be paid the Contractor.

- (b) <u>Insurance and Taxes</u>. For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work the Contractor shall receive the actual cost, to which cost (sum) 5 percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.
- (c) <u>Materials</u>. For materials accepted by the Owner's Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost (sum) 15 percent will be added.
- (d) <u>Equipment</u>. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Owner's Engineer, the Contractor shall receive the rental rates in the current <u>"Blue Book for Construction Equipment"</u>.
- (e) <u>Miscellaneous</u>. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (f) <u>Comparison of Records</u>. The Contractor and the Owner's Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and Owner's Engineer or their duly authorized representatives.
- (g) <u>Statements</u>. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
 - (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
 - (3) Quantities of material, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

109-05 PAYMENT FOR OMITTED ITEMS:

As specified in the subsection titled OMITTED ITEMS of Section 104-02(B), the Owner's Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Owner's Engineer omit to order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Owner's Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the contract or delivered on the work prior to the date of the Owner's Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

109-06 THRU 109-08 BLANK

109-09 ACCEPTANCE AND FINAL PAYMENT:

When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 105-20(B), the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 105-21.

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 105-21 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

202-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for the removal of structures and obstructions.

202-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for the removal of structures and obstructions shall be considered as included in the total contract cost.

Full compensation for any saw cutting necessary to perform the construction operations specified herein shall be considered as included in the total contract cost.

SECTION 205 GRADING ROADWAY FOR PAVEMENT:

Grading roadway for pavement shall be in accordance with Section 205 of the ADOT Standard Specifications unless modified herein.

205-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for grading roadway for pavement.

205-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for grading roadway for pavement shall be considered as included in the total contract cost.

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

See APPENDIX A for aggregate base course placement locations

303-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for aggregate base course.

303-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for aggregate base course shall be considered as included in the total contract cost.

SECTION 404 BITUMINOUS TREATMENTS:

Bituminous Treatments shall be in accordance with Section 404 of the ADOT Standard Specifications unless modified herein.

404-3.12 Tack Coat: of the Standard Specifications is revised to read:

Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between layers of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The bituminous material used for tack coat shall conform to the requirements of Section 1005.

The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Type of	Approximate Tack Coat Application Rates: Gallons / Square Yard	Payment	
Bituminous Material	Prior to Placing ACFC or AR-ACFC	All Other Tack Coats	Factor
Emulsified Asphalt (Special Type) – See Note Below.	Not Allowed	0.12	0.7
Emulsified Asphalt (Other than Special Type)	0.08	0.08	1.0
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0

Note: Emulsified Asphalt (Special Type) shall consist of Type SS-1 or CSS-1 emulsified asphalt diluted with water to provide an asphalt content of not less than 26 percent.

If emulsified asphalt of any type is used, it shall have broken before the bituminous mixture is placed.

If emulsified asphalt of any type is held overnight, it shall be reheated and agitated prior to further application.

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete

(asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

404-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for bituminous treatments.

404-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for bituminous treatments shall be considered as included in the total contract cost.

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):

Asphaltic Concrete Pavement shall be in accordance with Section 409 of the ADOT Standard Specifications except as modified herein.

409-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the requirements of these specifications, and as directed by the Engineer.

The contractor shall acquire and make all arrangements for a source or sources of material, furnish a mix design which will meet the design criteria specified hereinafter, and provide all the equipment, materials, and labor necessary to complete the work.

See **APPENDIX A** for asphalt concrete placement locations.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be **PG 64-22**.

409-2.03 Mineral Admixture: the last paragraph of the Standard Specifications is revised to read:

The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

409-2.04 Mix Design: the third and fourth paragraphs of the Standard Specifications are revised to read:

The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

The mix design shall be prepared by a mix design laboratory that has met the requirements of the Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories".

The contractor may propose the use of a mix design that has been developed for a previous project. The proposed mix design shall meet the requirements of these specifications. The contractor shall provide evidence that the type and source of bituminous material, the type of mineral admixture, and the source and methods of producing mineral aggregate have not changed since the formulation of the previous mix design. The contractor shall also provide current test results for all specified characteristics of the mineral aggregate proposed for use. The Engineer will determine if the previously used mix design is suitable for the intended use and if the previous use of the mix design was satisfactory to the Department. The Engineer will either approve or disapprove the proposed mix design. Should the Engineer disapprove the use of the previously used mix design, the contractor shall prepare and submit a new mix design proposal in accordance with the requirements of these specifications.

A previously used mix design older than two years from the date it was formulated, sealed, signed, and dated shall not be allowed for use. Once approved for use on a project, a previously used mix design may be used for the duration of that project.

409-2.04 Mix Design: the last two paragraphs of the Standard Specifications are revised to read:

The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Cri	iteria	Requirement	Arizona Test Method
1.	Voids in Mineral Aggregate: %, Range	14.5 – 18.5	815
2.	Effective Voids: %, Range	5.3 – 5.7	815
3.	Absorbed Asphalt: %, Range	0 – 1.0	815

The Engineer reserves the right to adjust the asphalt content during production from the mix design value without additional compensation to the contractor in order to obtain desirable effective voids.

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read: Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

409-3.01 General: the ninth, tenth, eleventh, and twelfth paragraphs of the Standard Specifications are revised to read:

All wheels and tires of compactors and other equipment surfaces shall be treated when necessary with a release agent approved by the Engineer in order to prevent the sticking of asphaltic concrete. Release agents which degrade, dissolve, or in any way damage the bituminous material shall not be used. Diesel fuel shall not be used as a release agent.

Asphaltic concrete immediately behind the laydown machine shall be in a thoroughly mixed, free-flowing, and workable condition, be free of lumps and crusts, and have a minimum temperature of 275 degrees F.

All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Engineer deems the use of self-propelled paving machines impractical.

The speed of the paving machine shall be coordinated with the production of the plant and an adequate number of trucks for hauling asphaltic concrete shall be available in order to achieve, as far as practical, a continuous operation.

Self-propelled paving machines shall spread the mixture within the specified tolerances, without segregation or tearing, true to the line, grade, and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers which will distribute the mixture uniformly in front of adjustable screeds.

409-3.01 General: the seventeenth paragraph of the Standard Specifications is revised to read:

Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

409-4 Method of Measurement: of the Standard Specifications is revised to read:

No separate measurement will be made for asphaltic concrete (miscellaneous structural).

409-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for the accepted quantities of asphaltic concrete, complete in place, shall be considered as included in the total contract cost.

No direct payment will be made for the bituminous material and mineral admixture in the asphaltic concrete, or the bituminous material for the tack coat and application of the tack coat, the price being considered as included in the total contract cost.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-4 Method of Measurement: of the Standard Specifications is revised to read:

No separate measurement shall be made for Maintenance and Protection of Traffic.

701-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for all work necessary to provide Maintenance and Protection of Traffic shall be considered as included in the total contract cost.

SECTION 923 PLACEMENT OF PORTLAND CEMENT

- **923-1 Description:** The work under this section shall consist of furnishing and applying Portland cement onto the finished subgrade surface just prior to the placement of the aggregate base course.
- **923-2 Materials:** Portland cement shall conform to the requirements of ASTM C 150 for Type II, III, or V.
- **923-3 Application:** Portland cement shall be spread evenly onto the subgrade surface just prior to the placement of the aggregate base course at a rate of approximately 1 pound per square foot.

Care should be taken not to allow the cement powder to drift beyond the limits of placement.

923-4 Method of Measurement:

No separate measurement shall be made for placement of Portland cement.

923-5 Basis of Payment:

Payment for placement of Portland cement shall be considered as included in the total contract cost.

No direct payment will be made for the Portland cement, the price being considered as included in the total contract cost.



Contract Forms are a binding part of Informal Bid Documents and Awarded Contract.

CONTRACT FORMS

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Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

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The following Proposal is made for **BID NO. 020917 Forest Service Rd No. 512 Asphalt Patching Project, Gila County, ARIZONA**, 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, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Price Sheet, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Price Sheet.

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

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

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

If by a Corporation:		
(SEAL)		
Corporate Name:		
Corporate Address:		
Incorporated under the laws of the State of :		
By (Signature):	Date:	
President:		
Secretary:		
Treasurer:		

Proposal continued...

If by a Firm or Partnership:		
Firm or Partnership Name:		
Firm or Partnership Address:		
By (Signature):	Date:	
Name and Address of Each Member:		
If by an Individual:		
Signature:	Date:	

PRICE SHEET (PS-1 to PS-2)

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT GILA COUNTY, ARIZONA

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

Firm Name:		
TOTAL CONTRACT	PRICE, for the sum of \$	
WRITTEN TOTAL C	CONTRACT PRICE	
		Dollars
and	Cents.	

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

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

PRICE SHEET (PS-1)

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT Bid 020917

Quantity	Unit	Description	Unit Price	Extension
915	SQ. YD.	Asphaltic Concrete Patch	\$	\$
	7	TOTAL BID IN WORDS \$		

No tax shall be levied against labor. Payment will be made based on actual quantities.

^{*}Price to include all applicable taxes and required fees.

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersign	ed				
as Principal, hereinafter called the Principal, and	•				
a corporation duly organized under the laws of the State of _					
issued by the Director of the Department of Insurance, are hereinafter called the Obligee, in the sum of ten percent (10 County for the work described below, for the payment of whether the sum of the payment of whether the payment of the payment of who is the payment of the p	as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State ssued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.				
WHEREAS, the Principal is herewith submitting its proposal fo	or:				
BID NO. 020917, FOREST SERVICE RD NO.	512 ASPHALT PATCHING PROJECT				
NOW THEREFORE, if the Obligee, acting by and through its Principal and the Principal shall enter into contract with the C and give such bonds and certificates of insurance as may be sufficient surety for the faithful performance of such contract furnished in the prosecution thereof, or in the event of the f give such bonds and certificates of insurance, if the Principal the penalty of the bond between the amount specified in Obligee may in good faith contract with another party to pobligation is void. Otherwise, it remains in full force and e pursuant to the provisions of ARS '34-201, and all liabilities the provisions of the section to the extent as if it were copied	obligee in accordance with the terms of such proposal, a specified in the contract documents with good and ct and for the prompt payment of labor and material ailure of the Principal to enter into such contract and shall pay to the Obligee the difference not to exceed the proposal and such larger amount for which the perform the work covered by the proposal then this effect provided, however, that this bond is executed on this bond shall be determined in accordance with				
IN WITNESS WHEREOF, we hereunto set our hands and seals:	:				
Principal	Surety				
Ву	By Attorney-in-Fact				
Title	Address, Attorney-in-Fact Subscribed and sworn to before me this day of, 20				
	· ————				
	Notary Public				

GILA COUNTY <u>QUALIFICATION AND CERTIFICATION FORM</u> (QC-1 TO QC-2)

Purpose

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

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

Contract Number 020917-FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT

The applicant submitting this Bid warrants the following:

l.	Name, Address, and Telephone Number of Principal Contractor:
2.	Has Contractor (under its present or any previous name) ever failed to complete a contract?
	YesNo. 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?YesNo. 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.
1.	Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)?YesNo. 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 of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- e. List the specific qualifications the Contractor has in supplying the specified services.
- f. Gila County reserves the right to request additional information.

6.	business' computed loss ratio and det	Rating in Arizona: Densation Insurance (NCCI) uses to measure a sermine a factor, which when multiplied by with lower losses. E-mod rate may be a
7.		ber:
	Signa	ature of Authorized Representative
	 Print	ed Name
	Title	

GILA COUNTY <u>REFERENCE LIST</u> (RL-1)

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

References

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

1.	Company:	
	Contact:	
	Phone:	
	Address:	
2.	Company:	
	Contact:	
	Phone:	
	Address:	
3.	Company:	
	Contact:	
	Phone:	
	Address:	
4.	Company:	
	Contact:	
	Phone:	
	Address:	
		Name of Business
		Signature of Authorized Representative
		

AFFIDAVIT BY CONTRACTOR (ANC-1) CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)	
COUNTY OF:)	
(Name of Individual) being first duly sworn, deposes and says:	
being mat dary sworm, deposes and says.	
That he is	
of	Title) and
	of Business)
That he is properly prequalified by Gila Coun 512 ASPHALT PATCHING PROJECT, GILA COL	ity for bidding on BID NO. 020917, FOREST SERVICE RD NO JNTY, ARIZONA and,
That pursuant to Section 112 (C) of T	itle 23 USC, he certifies as follows:
That neither he nor anyone associate	ed with the said
(Name o	of Business)
	reement, participated in any collusion or otherwise taken dding in connection with the above mentioned project.
	Name of Business
	Ву
	Title
Cubanihad and arrang to before we all to	day of
Subscribed and sworn to before me this	day of, 20,
Notary Bublic	My Commission expires:
Notary Public	

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

At the time of the submission of **Invitation for Bid No. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING 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 County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

		Title
		Signature of Authorized Representative
		Name of Business
No		it is not my intention to subcontract a portion of the work.
Yes	Ш	it is my intention to subcontract a portion of the work.

BIDDERS CHECKLIST (CK-1)

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

CHECKLIST:

REQUIRED DOC	<u>:UMENT</u>		<u></u>	OMPLETED AND	
Proposal					
Price Sheet					
Surety (Bid) Bo	ond				
Qualification 8	& Certification	on Form			
Reference List	[
Affidavit of No	on-Collusion				
Subcontractor	r Certificatio	n			
Contract					
Bidders Check	dist & Adden	ida Acknowle	dgment		
NOWLEDGMEN					
nitials and				#4	#5
	T OF RECEIP	T OF ADDENI) <u>A:</u>		
nitials and Date	#1	#2	DA: #3		#5
iitials and Date	#1	#2	DA: #3	#4	#5
nitials and Date	#1	#2 day	DA: #3	#4 , 20	#5

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: Proposal to Construct: FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 020917. All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before Thursday, March 16, 2017.

GILA COUNTY CONTRACT NO. 020917 (C-1 TO C-7)

THIS AGREEMENT , made and entered	l into this day of
2017, by and between Gila County, a political	subdivision of the State of Arizona, party of the
first part, hereinafter designated the OWNE	R , and of the City o
, County of	, State of Arizona, party of the second part
hereinafter designated the CONTRACTOR.	

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

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all materials, labor, equipment and services required for performing all work for Bid No. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 020917 will become the Contract Number.

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

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

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

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

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

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

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u> - 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

Contract continued...

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

- D. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Betty Hurst, Contracts Administrator**, **1400 E. Ash St.**, **Globe**, **AZ 85501**. The County project and 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. <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL:</u> Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

SCHEDULE:

For construction in the contract documents, the project shall be completed within **30 Calendar Days of the commencement date as specified on the Notice To Proceed**.

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

WORK ITEM

DAILY CHARGE PER CALENDAR DAY

All work not complete within the above specified time after start of work.

\$350.00

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

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

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

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

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

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

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

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

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

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

Contract continued...

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

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

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

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for: Forest Service Rd. No. 512 Asphalt Patching Project.

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT CONTRACT NO. 020917

OWNER:	CONTRACTOR:
GILA COUNTY BOARD OF SUPERVISORS	
Tommie C. Martin, Chairman, Board of Supervisors	Contractor Signature
	Print Name
ATTEST:	Witness (If Contractor is Individual)
Marian Sheppard, Clerk of the Board	
APPROVED AS TO FORM:	
Jefferson R. Dalton, Deputy Gila County Attorney, Civ	vil Bureau Chief

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 _ 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) 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: FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, 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 ______, 2017. Pri**ncipal** Seal Surety Seal By: Agency of Record By: **Agency Address Arizona Countersignature Address**

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1) PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That, ______, (hereinafter called the Principal), as Principal, and (hereinafter called Surety), a corporation duly organized and existing the laws of the State of with its principal office in the city __ 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)), 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: FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, 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 ______, 2017. Pri**ncipal** Seal Surety Seal By: Agency of Record By: **Arizona Countersignature** Agency Address **Address**

Phone Number

GILA COUNTY <u>CONTRACT PERFORMANCE WARRANTY</u> (CPW-1)

l,	, representing
	(company name)
do hereby warranty the work performed for the:	
FOREST SERVICE RD NO. 512 ASPHALT PATCHING PRO	JECT, GILA COUNTY, ARIZONA,
for a period of two (2) years from completion of said we	ork.
Said work shall be free from defects which would cau manner.	se the work not to perform in its intended
(Officer, Partner, Owner)	Date

APPENDIX A

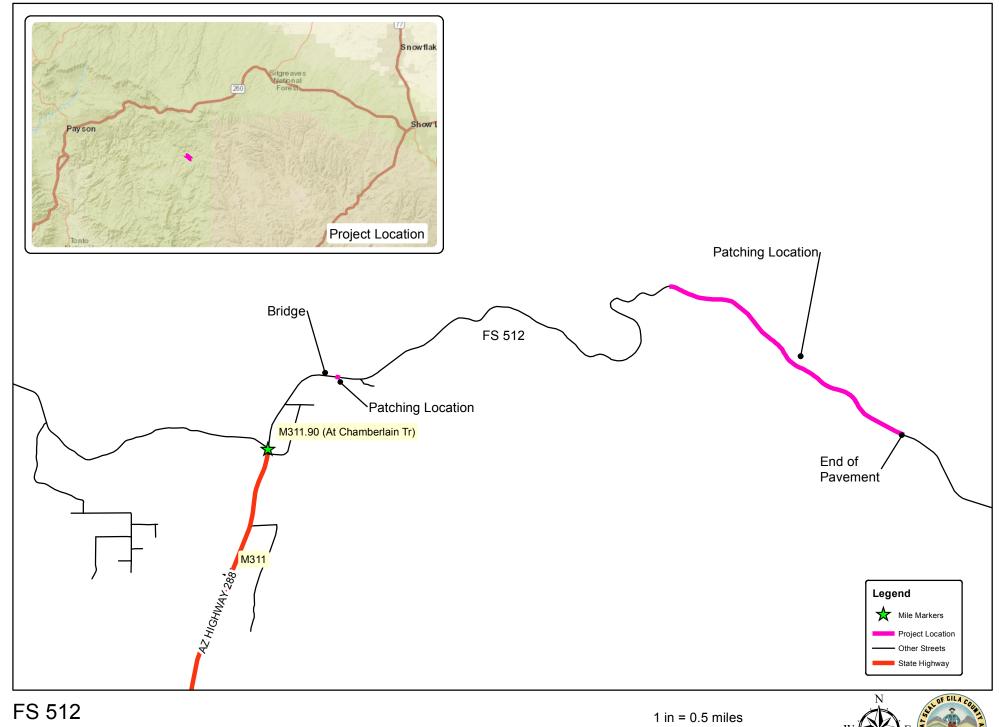
(PATCHING LOCATIONS)

FS ROAD 512 ASPHALT PATCHING LOCATIONS

	LENGTH	WIDTH	AREA
LOCATION	<u>(FT)</u>	<u>(FT)</u>	(SQ YD)
FS512 RD - A	15	25	41.67
FS512 RD - B	17	38	71.78
FS512 RD - C1	13	44	63.56
FS512 RD - C2	12	52	69.33
FS512 RD - C3	12	68	90.67
FS512 RD - C4	19	40	84.44
FS512 RD - C5	10	67	74.44
FS512 RD - C6	12	30	40.00
FS512 RD - F	11	30	36.67
FS512 RD - G	17	25	47.22
FS512 RD - H	12	28	37.33
FS512 RD - I	10	50	55.56
FS512 RD - J	8	15	13.33
FS512 RD - K	11	23	28.11
FS512 RD - L	10	15	16.67
FS512 RD - M	8	23	20.44
FS512 RD - N	8	45	<u>40.00</u>
	CLIDTOTAL		024.22
	SUBTOTAL		831.22
	10% OF TO)TAL	83.12
	TOTAL		914.34

APPENDIX B

(PATCHING LOCATION MAP)



0 0.25 0.5 1 Miles



PLAN HOLDER LIST

GILA COUNTY



Forest Service Rd No. 512-Asphalt

Title Patching Project

PLAN HOLDER LIST

Due Date: 03/16/17

03-02-17 Issued Addendum No. 1

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Intermountain West	bids@imwcc.net_	480-745-5456	Robert	3/1/2017	IFB	3/2/2017
Sunland Asphalt	ccherry@sunlandasphalt.com	602-323-2800	Chance Cherry	3/1/2017	IFB	
Roy Haught Excavating	haughtroy@yahoo.com	928-474-2454	Debbie	3/1/2017	IFB	
Payson Concrete & Materials	pcmpsn@gmail.com	928-474-2231	Tony McDaniel	3/1/2017	IFB	
Sullivan Paving	sulpave@cableone.net	928-425-4430	Randy Sullivan	3/1/2017	IFB	
Arizona Pavement Profiling	jacks@nesbitts.com	480-966-6094	Jack Sawyer	3/1/2017	IFB	
RD Sanders Construction	rsanders@msn.com	602-920-9304	Randy Sanders	3/1/2017	IFB	
Western States Profiling	bgallimore@wspinc.net	602-809-3152	Bryan Gallimore	3/1/2017	IFB	
Midstate Asphalt Services, LLC	midstateasphalt@yahoo.com	928-978-5728	Paul Randall	3/1/2017	IFB	3/11/2016

PLAN HOLDER LIST

Due Date: 03/16/2017

020917

jabram@cactusasphalt.com

ed.alliance@yahoo.com

robin@hatchmaterials.com

ngucontracting@gmail.com

GILA COUNTY



Forest Service Road No. 512Title Asphalt Patching Project

Jeff Abram

Ed Riddell

Robin Hargrave

Justin Kloszewski

Jimmy Johnson

IFB

IFB

IFB

IFB

IFB

3/11/2016

3/11/2016

3/11/2016

3/1/2017

3/1/2017

3/1/2017

3/1/2017

3/1/2017

PLAN HOLDER LIST

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
State Constructors	brpave1@hotmail.com	928-978-0440	Buddy Randall	3/1/2017	IFB	3/11/2016
Blue Book	aphillips@thebluebook.com	855-805-2560 ext 309	Anglea Phillips	3/1/2017	IFB	
Dodge Data & Analytics	Breanna.treto@construction.com	626-737-7447	Breanna Treto	3/1/2017	IFB	
Waltz Construction	jeff@waltzconstruction.com	480-759-9622	Jeff Baer	3/1/2017	IFB	

602-377-5651

928-567-8696

928-457-6564

602-677-4870

602-694-3301

GILA COUNTY

Regional Pavement Maintenance justin@regionalaz.com

Cactus Asphalt

NGU Contracting

Alliance Street Works

Hatch Construction & Paving



PLAN HOLDER LIST

Forest Service Rd No. 512-Asphalt

Title Patching Project

Due Date: 03/16/2017

Bid No: 020917

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Mangum Civil Constructors	<u>l.plante@mangumgroup.com</u>	928-970-1286	Luke Plante	3/1/2017	IFB	3/11/2016
Cald Havina a Cantus sting		602 442 2042	Stave Great		IED	
Gold Horizon Contracting	goldhorizoncontracting@gmail.com	602-413-2013	Steve Green	3/1/2017	IFB	
Dalmolin Excavating	<u>dalmolinexc@cableone.com</u>	928-425-2256		3/1/2017	IFB	
EW Parker Enterpises	wparkerenterprises@hotmail.com	928-978-0902	EW Parker	3/1/2017	IFB	
Stodghill Excavating	office2@stodghilltrucking.com	928-476-3554		3/1/2017	IFB	
5D Mining and Construction	dusty@live.com	928-200-8697	Ben Dalmolin	3/1/2017	IFB	3/11/2016
Oddonetto Construction	moddonetto@oddonetto.net	928-425-3605	Michael Oddonetto	3/1/2017	IFB	
Black Mountain Excavating	blackmountainexcavating@hotmail.com	928-474-5322	Lori	3/1/2017	IFB	

GILA COUNTY



Forest Service Rd No. 512-Asphalt

Title Patching Project

PLAN HOLDER LIST

020917

Due Date: 03/16/2017

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Visus Engineering Construction	jkerr@visusinc.com	480-833-8268	Robert Smith	3/1/2017	IFB	3/11/2016
J4 Excavating	j4excavating@yahoo.com	928-978-8837	Estimating	3/1/2017	IFB	3/11/2016
DD Haught Construction	dd.haught@yahoo.com	928-472-8846	Hooter	3/1/2017	IFB	3/11/2016
Rodriguez Constructions	art@rodriguez-az.com	928-425-7244	Art	3/1/2017	IFB	
D J Company	djsco50@hotmail.com	928-425-0602	Daniel	3/1/2017	IFB	
Perkins Cinders	pci@citlink.net	928-537-2008	Brandon	3/1/2017	IFB	
T CIKIIS CITACIS	pergentimenter	320 337 2000	Brandon	3/1/2017	11 5	
Earth Resources Corp.	wwo5th@yahoo.com	928-775-2795	Wyatt W. Orr	3/1/2017	IFB	
Construction Reporter	jane@constructionreporter.com	505-243-9793	Jane Wood	3/1/2017	IFB	
Combs Construction Company	patrick@combsaz.com	480-381-1747	Patrick Waters	3/1/2017	IFB	3/11/2016

GILA COUNTY



Forest Service Rd No. 512-Asphalt

Title Patching Project

PLAN HOLDER LIST

020917

Due Date: 03/16/2017

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Rummel Construction	agribler@rummelconstruction.com	480-222-9922 ext 222	Amber Gribler	3/1/2017	IFB	
NGU Contracting	john@ngucontracting.com	480-738-9758	John Johnson	3/1/2017	IFB	3/11/2016
Ricor, Inc.	bryan@ricorinc.com	602-437-0202	Bryan Normand	3/1/2017	IFB	3/11/2016
			.,	3,2,232		-, , -
ACE Asphalt	harraht@aceasphalt.com	602-304-4068	Tim Harrah	3/1/2017	IFB	3/11/2016
ABC Asphalt	erica@abcasphalt.com	602-377-1282	Dave McKelvie	3/1/2017	IFB	3/11/2016
Tiffany Construction	jtiffany@tiffanyconst.com	928-322-4447	Boomer Schlesever	3/1/2017	IFB	3/11/2016
Pima Paving	howie@pimapaving.com	520-404-1323	Howard Stough	3/1/2017	IFB	3/11/2016
Meadow Valley Construction	jorci@accbuilt.com	623-330-9352	Jesus Orci	3/1/2017	IFB	3/11/2016

Bear Ridge Industries	bearrodgeomd@gmail.com	928-363-1323	Liz Cardenez	3/1/2017	IFB	3/11/2016
Rock Country Contracting	rocky@frontier.net	928-368-8227	Rob Carlson	3/1/2017	IFB	3/11/2016
Cholla Pavement	rocky@frontier.net	928-368-8227	Rob Carlson	3/1/2017	IFB	3/11/2016



GILA COUNTY FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT INVITATION FOR BID NO. 020917

ADDENDUM #1: DATE: 03/02/17

CLARIFICATIONS:

QUESTION: What is the anticipated award date?
 ANSWER: April 18th Board of Supervisors meeting.

2. **QUESTION:** What is the anticipated NTP date for this project?

ANSWER: Anticipated NTP date will likely be May 8, 2017. The County would have to discuss any changes to these anticipated dates with the winning bidder. Prospective bidders should assume this date as most probable for the NTP.

3. **QUESTION:** What is the Engineer's estimate?

ANSWER: This information can be found on the County website under the 2-21-17 Regular BOS Meeting.

4. QUESTION: Nearest fire hydrant, water source?

ANSWER: Contractor shall secure their own water source per the Construction Water section of the General Requirements – see page 8 of 81 of the bid documents.

5. QUESTION: Available staging area?

ANSWER: No staging area have been designated for this project. Contractor shall secure their own staging locations as deemed necessary. Some of the larger pullouts within the project limits and in close proximity may be used for temporary staging as approved by the Engineer.

This concludes Addendum No. 1 to Invitation for Bid No. 020917

BID RESULTS

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GILA COUNTY

BID

TITLE: Forest Service Rd No 512 Asphalt Patching Project

BID DUE

NO.: 020917 **DATE:** 03/30/17-3:00 P.M.

N G	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
1	Intermountain West	\$69,540.00	
2	Roy Haught Excavating	\$88,572.00	
3	Cactus Asphalt	\$183,915.00	
4	Hatch Construction	\$79,605.00	
5	Magnum Civil Constructors	\$98,576.19	
6	Pima Paving	\$102,983.25	

GILA COUNTY REQUEST FOR INVITATION FOR BIDS

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT

BID CALL 020917

BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS

Tommie C. Martin, Chairman

Timothy Humphry, Vice Chairman

Woody Cline, Member

COUNTY MANAGER
John Nelson

PUBLIC WORKS DIRECTOR
Steve Sanders



INVITATION FOR BIDS BID CALL NO. 020917

Sealed bids will be received by Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501, until 4:00 P.M. (AZ Time), Thursday, March 16, 2017 for the Forest Service Rd No. 512 Asphalt Patching Project, GILA COUNTY, ARIZONA, BID NO. 020917 in strict accordance with the rules and regulations of Board approved Policies BOS-FIN-002, BOS-FIN-003 and the Gila County Procurement Group Statement of Operating Procedures. No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.

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

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, BID CALL NO. 020917". All Bids shall be mailed or delivered to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501. Gila County Engineering Services and the Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the Contracts Administrator's office.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

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

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

The Board of Supervisors reserves the right to reject all bid proposals, or any bid proposal which is non-compliant, or to waive any informality in the bid proposals, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Clerk of the Board's office. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Arizona Silver Belt: March 01, 2017 and Marc	ch 08, 2017
Signed: Tommie C. Martin, Chairman of the Board of Supervisors	Date: 02 /21 /17
Tommie C. Martin, Chairman of the Board of Supervisors	
Signed: Sefferson R. Dalton, Deputy Gila County Attorney, Civil Bure	Date: <i>QQ 21 17</i>
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bure	eau Chief
for Bradley D. Beauchamp, County Attorney	

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

- 1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the entire bid packet, in triplicate, and the following forms, all with original signatures, must accompany the bidders proposal:
 - Bid Proposal (pages 58 to 61)
 - Price Sheet (page 63)
 - Surety (Bid) Bond (page 64)
 - Qualification & Certification Form (pages 65 to 66)
 - Reference List (pages 67)
 - Affidavit of Non-Collusion (page 68)
 - Subcontracting Certification (page 69)
 - Check List & Addenda Acknowledgment (page 70)
 - Contract (pages 71 to 78)
 - Contract Performance Bond (page 79)
 - Labor and Materials Bond (page 80)
 - Contract Performance Warranty (page 81)
 - IRS W-9 Form (W-9)

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

- 2. <u>Proposal Guaranty</u> -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. <u>Delivery of Proposal</u> Each bid shall be sealed and plainly marked "Bid No. 020917 FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by Thursday, March 16, 2017, 4:00 P.M. on the date specified herein, to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. No bids will be accepted after 4:00 P.M. AZ Time, Thursday, March 16, 2017. Bids will be opened at 4:00 P.M., Thursday, March 16, 2017.
- 4. Rejection of Bids -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.

Notification to Bidders continued...

- 5. <u>Arizona Contractor's License</u> 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.
- 6. <u>Bid Opening Information</u> "As Read" Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.

7. Request for Clarifications

Requests for clarification shall be made to Betty Hurst, Contracts Administrator at bhurst@gilacountyaz.gov in writing (phone: 928-402-4355, fax: 928-402-4386) submitted no later than 4:00 P.M., AZ time, on Thursday, March 09, 2017. A response will be issued to all plan holders no later than 4:00 P.M., AZ time, on Monday March 13, 2017.

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SPECIAL PROVISIONS FOR FOREST SERVICE ROAD NO. 512 ASPHALT PATCHING PROJECT

The proposed work is located in the northern part of Gila County. The work consists of removing existing asphalt, aggregate base and subgrade material and replacing the removed section with a new 3 inch asphalt concrete section on top of a 12 inch aggregate base course at various locations on Forest Service Road No. 512 - Cherry Creek Hill Area (see **APPENDIX A & B**). The total estimated quantity of area to be repaired is 915 square yards.

SPECIFICATIONS:

Reference is made to certain Standard Specifications developed by the Maricopa Association of Governments (MAG) and the Arizona Department of Transportation (ADOT). The following separate documents shall be used accordingly:

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008 and current revisions.

Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, 2015 Edition.

Wherever reference in the above cited Standard Specifications is made to ADOT it shall refer to Owner as defined in Section 101-02 herein these Special Provisions.

In the event of any conflict between these Special Provisions and the Standard Specifications, these Special Provisions shall prevail.

GENERAL REQUIREMENTS:

Fire Prevention:

If during the project fire restrictions are implemented the contractor shall be responsible for compliance with Tonto National Forest and Gila County fire prevention measures.

Contract Time:

Contractor shall complete all project work within 30 calendar days from the date the Contractor receives the Notice to Proceed from the County.

Construction Water

The Contractor shall obtain an adequate water supply and furnish all construction water for the work specified herein. There will be no separate measurement or direct payment for obtaining, furnishing and applying construction water. The cost being considered as included in the total cost of the contract.

SECTION 101 DEFINITIONS AND TERMS:

101-01 BLANK

101-02 DEFINITIONS:

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:

MAG. Maricopa Association of Governments.

ADOT. Arizona Department of Transportation

<u>ADOT STANDARD SPECIFICATIONS.</u> Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 2008.

ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

ASTM. The American Society for Testing and Materials.

AASHTO. The American Association of State Highway and Transportation Officials.

AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

BOARD OF SUPERVISORS. The Gila County Board of Supervisors acting under the authority of the laws of the State of Arizona.

CALENDAR DAY. Every day shown on the calendar.

<u>CERTIFIED FLAGGER.</u> An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state, to control traffic in a construction zone. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

CHANGE ORDER. A written order by the Engineer 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.

CONSTRUCTION LIMITS. Construction limits shall be defined as that area of the public right-of-way, easement or area shown on the construction plans to be disturbed as a part of the contract for this project.

<u>CONTRACT.</u> The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the Contract form; the Proposal; the Performance Bond; the Payment Bond; any required insurance certificates; the Specifications; the Plans; and any addenda issued to bidders.

<u>CONTRACT ITEM (PAY ITEM).</u> 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.

<u>CONTRACTOR'S ENGINEER.</u> The Arizona Registered Professional Civil Engineer, individual, partnership, firm, or corporation, duly authorized by Contractor to be responsible for engineering supervision, quality control and certification of the Contract work.

<u>DEPARTMENT.</u> The term Department in the ADOT Standard Specifications and supplements references the Arizona Department of Transportation. Department shall reference OWNER for this contract work.

ENGINEER. See OWNER.

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.

INSPECTOR. An authorized representative of the Owner's Engineer 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.

<u>INTENTION OF TERMS.</u> Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's Engineer 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's Engineer, 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.

<u>LABORATORY.</u> A testing laboratory as may be designated or approved by the Owner's Engineer 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 substance specified for use in the construction of the contract work.

<u>MUTCD.</u> The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration, 2003 Edition, with current revisions.

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.

OWNER. The term Owner shall mean the contracting agency signatory to the contract being Gila County or the "County".

<u>OWNER'S ENGINEER.</u> The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

PAVEMENT. The combined surface, base course, and sub base course, if any, considered as a single unit.

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.

<u>PLANS.</u> The official drawings or exact reproductions, approved by the Owner's Engineer, 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 for accomplishing specific tasks.

PROPOSAL (BID, BID 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.

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 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, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

SUBGRADE. The soil that forms the pavement foundation.

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's Engineer, and who shall supervise and direct the construction.

<u>SUPPLEMENTAL AGREEMENT.</u> 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.

<u>WORK.</u> 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 Owners Engineer, 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 Owners Engineer, the Contractor shall reimburse the County for all overtime hours.

<u>OVERTIME HOURS.</u> Any and all hours worked which are other than a normal work week. Contractor must give prior written notification to the Owners Engineer, 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'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.

SUBSTANTIAL COMPLETION. Per Section 105.19 of the ADOT Standard Specifications unless modified herein.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102-01 THRU 102-03 BLANK

102-04 CONTENTS OF PROPOSAL FORMS:

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to 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.

102-05 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.

102-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES:

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities

of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) without in any way invalidating the unit bid prices.

102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

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's Engineer 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.

102-08 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. 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.

102-09 BLANK

102-10 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.

102-11 DELIVERY OF PROPOSAL:

Each 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 advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

102-12 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.

102-13 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.

102-14 BLANK

102-15 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.

102-GC1 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 102-05.
- (d) Failure to submit all required official bid forms.

102-GC2 PROTESTS:

Only other bidders 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 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 Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

SECTION 103 AWARD AND EXECUTION OF CONTRACT:

103-01 CONSIDERATION OF PROPOSALS:

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

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 102-10.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 102-GC1.

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.

103-02 THRU 103-03 BLANK

103-04 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.

103-05 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 103-GC1.

103-06 RETURN OF PROPOSAL GUARANTY:

All proposal guaranties, except those of the two (2) 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 103-01. 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 103-07.

103-07 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. §

103-08 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 103-07, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 107-14, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

103-GC1 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.**

103-09 FAILURE TO EXECUTE CONTRACT:

Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 103-08 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 103-07 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 104 SCOPE OF WORK:

104-01 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.

104-02(A) ALTERATION OF WORK AND QUANTITIES:

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's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

104-02(B) OMITTED ITEMS:

The Owner's Engineer 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 PAYMENT FOR OMITTED ITEMS of Section 109-05.

104-02(C) 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 prices 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 Engineer's opinion, is necessary for completion of such extra work.

When determined by the Owner's Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 109-04.

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 as a SUPPLEMENTAL AGREEMENT.

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.

104-03 DISPUTE & RESOLUTION:

Initial Notification & Dispute of Resolution: As required by these Specifications or any time the Contractor believes the action or decision of the County, lack of action by the County, or for some other reason will result in or necessitate the revision of the Contract, the County Engineer must be notified immediately. If within two (2) working days the identified issue has not been resolved between the Contractor and the County, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the County Engineer will proceed in accordance with MAG Uniform Standard Specifications Subsection 104.2. In addition to proceeding in accordance with

Subsection 104.2, the Contractor and the County must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in accordance with MAG Specs Subsection 110.2.2 Dispute Resolution.

Process for Dispute Resolution: If the Contractor rejects the decision of the County according to Subsection 110.2.2(B), the Contractor may begin the Administration Process to resolve the dispute. All dispute resolutions shall be handled in accordance with MAG Spec's Subsection 110.3, Administrative Process for Dispute Resolution.

The administrative process for the resolution of disputes is sequential in nature and is composed of the following levels: Level I (County Project Manager), Level II (County Engineer, Level III (Public Works Director).

The provision set forth in *Subsection 110.2* is a contractual obligation assumed by the Contractor in executing the Contract. It is understood that the Contractor will be forever barred from recovering against the County if the Contractor fails to give notice of any act or failure to act, by the County, or the happening of any event, thing, or occurrence, in accordance with *Subsection 104.2*, Alteration of Work.

Dispute Review Board: If the Dispute Review Board is utilized as prescribed in *Subsection 110.3.3*, the County Engineer shall be notified within thirty (30) days after the Level III Representative decision. The Dispute Review Board is a three (3) member board independent of the parties involved in the issue. The County and Contractor shall each select a member for this board. The third (3rd) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contact time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

104-04 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.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic.

The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the MUTCD, unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of pedestrian and vehicular traffic as specified in this subsection.

104-05 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK:

Should the Contractor encounter any materials such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

- (a) Use such material in another contract item, providing such use is approved by the Owner's Engineer and is in conformance with the contract specifications applicable to such use; or,
- (b) Remove such material from the site, upon written approval of the Owner's Engineer; or,
- (c) Use such material for his own temporary construction on site; or,
- (d) Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option (a), (b), or (c), he shall request the Owner's Engineer's approval in advance of such use. Should the Owner's Engineer approve the Contractor's request to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Owner's Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any materials, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

104-08 PREVENTION OF AIR AND NOISE POLLUTION: Per Section 104.08 of the ADOT Standard Specifications unless modified herein.

104-09 PROTECTION OF LANDSCAPE DEFACEMENT; PROTECTION OF STREAMS, LAKES AND RESERVOIRS: Per Section 104.09 of the ADOT Standard Specifications unless modified herein.

104-10 CONTRACTOR'S RESPONSIBILITY FOR WORK:

Until the Owner's Engineer'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 105-20(A), 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. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense.

104-11 thru 104-13 BLANK

104-14 FINAL CLEAN UP:

Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Owner's Engineer.

SECTION 105 CONTROL OF WORK:

105-01 AUTHORITY OF THE OWNER'S ENGINEER:

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 Engineer's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. He 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 Engineer's certifications on amounts, quality of 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.

105-02 THRU 105-03 BLANK

105-04 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's Engineer.

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 to the Contractor 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 Contractor's Engineer, 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's 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.

105-05 BLANK

105-06 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 or conflict, the order in which they govern shall be as follows:

- (A) Supplemental Agreements
- (B) Special Provisions
- (C) Project Plans
- (D) Standard Drawings
- (E) Standard Specifications

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.

105-07 COOPERATION OF CONTRACTOR: Per Section 105.07 of the ADOT Standard Specifications unless modified herein.

105-08 COOPERATION WITH UTILITY COMPANIES: Per Section 105.08 of the ADOT Standard Specifications unless modified herein.

105-09 COOPERATION BETWEEN CONTRACTORS: Per Section 105.09 of the ADOT Standard Specifications unless modified herein.

105-10 CONSTRUCTION STAKES, LINES AND GRADES: Per Section 105.10 of the ADOT Standard Specifications unless modified herein.

105-11 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's Engineer for his decision.

105-12 INSPECTION OF WORK: Per Section 105.12 of the ADOT Standard Specifications unless modified herein.

105-13 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 105-04.

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 104-10.

No work shall be done without lines and grades having been given by the Contractor's Engineer and authorized by the Owner. 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.

105-14 LOAD RESTRICTIONS: Per Section 105.14 of the ADOT Standard Specifications unless modified herein.

105-15 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.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

105-16 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 105-15, 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's 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.

105-17 BLANK

105-18 OPENING SECTIONS OF THE WORK TO TRAFFIC:

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 as described below:

Upon completion of any portion of the work listed above, with certification of the work by the Contractor's Engineer, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 105-20(A).

No portion of the work may be opened by the Contractor for public use until ordered by the Owner's Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner's Engineer, such portion of the work is in an acceptable condition to support the intended traffic. 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 traffic 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.

105-19 BLANK

105-20 ACCEPTANCE:

(A) 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 unit has been satisfactorily completed in compliance with the contract, and certified to be in compliance by the Contractor's Engineer, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

(B) FINAL ACCEPTANCE:

Upon due notice from the Contractor of presumptive completion of the entire project, and certification of completion and compliance to the approved plans by the Contractor's Engineer, the 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, and recertification by the Contractor's Engineer, 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.

105-GC1 CONSTRUCTION SCHEDULE:

Prior to commencement of the work the Contractor shall prepare and submit to the Owner for review, a written schedule covering the general sequence of the work to be performed on a biweekly basis. The work schedule, after review and acceptance by the Owner, shall not be changed without the written consent of the Owner. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract.

105-GC2 NEGOTIATIONS:

It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

(a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

- (a) Competence and responsibility of Bidder.
- (b) Qualifications and experience of Bidder.
- (c) Past performance of Bidder.
- (d) Conformity with bidding requirements and general considerations.
- (e) Record of timely completion of punch lists on past projects.

Negotiations With Individual Contractors: Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

- (a) Any response to a request for clarification of a bid shall be in writing.
- (b) The Public Works Division shall keep a record of all negotiations.

For the purpose of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

(a) Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and/or

- Contract Award.
- (b) Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

(a) A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful bidder.

If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

105-21 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 10 calendar days, submit his written claim, along with certification by the Contractor's Engineer, to the Owner for consideration in accordance with local laws or ordinances.

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.

SECTION 106 CONTROL OF MATERIAL: Per Section 106 of the ADOT Standard Specifications unless modified herein.

106.04(A) General: the fourth and fifth paragraphs of the Standard Specifications are revised to read:

The sampling, testing, and acceptance of materials shall be in accordance with the requirements of the specifications, in conjunction with the following:

- The ADOT Materials Testing Manual.
- The ADOT Materials Policy and Procedure Directives Manual.
- Applicable Federal, AASHTO, or ASTM specifications or test designations.
- Applicable specifications or test designations of other nationally recognized organizations.

Unless otherwise specified, whenever a reference is made to an Arizona Test Method or an ADOT Materials Policy and Procedure Directive, it shall mean the test method or policy and procedure directive in effect on the bid opening date.

106.04(C)(2) Quality Control Laboratory: the first paragraph is revised to read:

All field and laboratory sampling and testing shall be performed by a laboratory or laboratories approved by the Department. The requirements for approval of laboratories are specified in ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories". Approved laboratories, and the test methods for which they are approved to perform, are listed in the "ADOT Directory of Approved Materials Testing Laboratories". Approved test methods listed in the "ADOT Directory of Approved Materials Testing Laboratories" do not include field sampling and testing procedures. When field sampling and testing procedures are performed, the appropriate valid Arizona Technical Testing Institute (ATTI) and/or American Concrete Institute (ACI) certification(s) are required. ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories" and the "ADOT Directory of Approved Materials Testing Laboratories" may be obtained on the internet from the ADOT Materials Quality Assurance Section website.

106.04(C)(6) Weekly Quality Control Reports: of the Standard Specifications is revised to read: The contractor shall submit Weekly Quality Control Reports to the Engineer. The weekly reports shall be complete and accurate, and shall state the types of work which have been performed during the report period. The report shall also include the process control measures taken to assure quality. The report shall provide sample identification information for materials tested during the report period, including sample number, date sampled, sample location, first and last name of person obtaining sample, and original source of material. The report shall also provide the results for all required tests and any retests, corrective actions, and other information relevant to quality control. The report shall include daily diaries for each day of testing, a weekly summary, the ADOT TRACS number, and the testing laboratory's project identification number.

Except as stated in the following paragraph, the weekly quality control report shall be prepared using standard forms provided by the Department. The standard forms are available on the Department's website at www.azdot.gov. After accessing the Department's website, select "Business", "Engineering and Construction", "Construction", "Contractors' Information", "Forms and Documents", and then "Weekly Quality Control Forms". Except for the daily diaries, all documentation and information required on the forms shall be typed. Daily diaries may be hand-written if acceptable to the Engineer. The weekly report shall be submitted to the Engineer in paper form with a transmittal letter signed by the contractor's quality control manager.

In lieu of using the standard weekly quality control forms available on the Department's website, the contractor or testing laboratory may prepare the weekly report using proprietary or other software, if acceptable to the Engineer, provided that all required information is included, the format is comparable to the Department's standard format, and the report is submitted in paper form with the required transmittal letter.

The report period shall end at midnight of each Friday, and the report shall be submitted to the Engineer no later than 5:00 p.m. of the following Wednesday. The Engineer will verify that the report is timely, complete and accurate.

Reports that are not submitted by the above-referenced deadline shall be considered delinquent. Reports that are submitted by the above-referenced deadline, but are not

complete and accurate, shall also be considered delinquent. In either case monies shall be deducted from the contractor's monthly estimate in accordance with the requirements for Contractor Quality Control, as specified in these special provisions.

106.05 Certificates: of the Standard Specifications is revised to read:

(A) General:

The contractor shall submit to the Engineer an original or copy of either a Certificate of Compliance or a Certificate of Analysis, as required, prior to the use of any materials or manufactured assemblies for which the specifications require that such a certificate be furnished.

Certificates shall be specifically identified as either a "Certificate of Compliance" or a "Certificate of Analysis".

The Engineer may permit the use of certain materials or manufactured assemblies prior to, or without, sampling and testing if accompanied by a Certificate of Compliance or Certificate of Analysis, as herein specified. Materials or manufactured assemblies for which a certificate is furnished may be sampled and tested at any time, and, if found not in conformity with the requirements of the plans and the specifications, will be subject to rejection, whether in place or not.

Certificates of Compliance and Certificates of Analysis shall comply with the requirements specified herein, the ADOT Materials Testing Manual, and applicable ADOT Materials Policy and Procedure Directives.

(B) Certificate of Compliance:

A Certificate of Compliance shall be submitted on the manufacturers or suppliers official letterhead, and shall contain the following information:

- (1) The current name, address, and phone number of the manufacturer or supplier of the material.
- (2) A description of the material supplied.
- (3) Quantity of material represented by the certificate.
- (4) Means of material identification, such as label, lot number, or marking.
- (5) A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
- (6) A statement that the individual identified in item seven below has the legal authority to bind the manufacturer or the supplier of the material.
- (7) The name, title, and signature of the responsible individual. The date of the signature shall also be given.

Each of the first six items specified above shall be completed prior to the signing of the certificate as defined in item seven. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations of a clarifying nature, such as project number, contractor, or

quantity shipped are acceptable, provided the basic requirements of the certificate are not affected.

A copy or facsimile reproduction of the original certificate will be acceptable; however, the original certificate shall be made available upon request.

(C) Certificate of Analysis:

A Certificate of Analysis shall include all the information required for a Certificate of Compliance and, in addition, shall include the results of all tests required by the specifications.

106.15 Domestic Materials and Products:

Steel and iron materials and products used on all projects shall comply with the current "Buy America" requirements of 23 CFR 635.410.

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either one-tenth of one percent of the total (final) contract cost or \$2,500, whichever is greater.

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

The requirements specified herein shall only apply to steel and iron products permanently incorporated into the project. "Buy America" provisions do not apply to temporary steel items, such as sheet piling, temporary bridges, steel scaffolding and falsework, or to materials which remain in place at the contractor's convenience.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

107-01 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 Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

107-02 PERMITS, LICENSES, AND TAXES: Per Section 107.02 of the ADOT Standard Specifications unless modified herein.

Before the Contractor or any subcontractor begins work the Contractor must apply for and obtain a Right of Way (ROW) use permit from the Gila County Public Works Engineering Department. A ROW permit application can be obtained at either the Globe or Payson Public Works office or from the Gila County website at the following link http://www.gilacountyaz.gov/government/public works/engineering/index.php. A traffic control plan applicable to the work being performed and in accordance with MUTCD standards must be attached to the permit application when submitted. Gila County will waive the fee for the ROW permit.

107-03 PATENTED DEVICES, MATERIALS, AND PROCESSES: Per Section 107.03 of the ADOT Standard Specifications unless modified herein.

107-04 THRU 107-06 BLANK

107-07 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. Contractor is responsible for supplying toilet and hand washing facilities at work site.

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.

Before the Contractor or any subcontractor begins work on the project they must read the Gila County Public Works Division Safety & Loss Control booklet and sign an acknowledgement form.

<u>Contractor Safety Tailgate Meetings:</u> Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

<u>Accident/Injury Procedure:</u> Contractor shall contact the Owner and the Gila County Risk Management Division within twenty-four (24) hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

<u>Unsafe Acts:</u> Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

<u>Safety Audits:</u> The County reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the County shall be notified should any OSHA inspection occur at a County job site.

107-08 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. Under all circumstances, safety shall be the most important consideration.

All work shall be performed by Federal OSHA Standards.

The Contractor shall maintain the free and unobstructed movement of 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 104-04 hereinbefore specified.

107-09 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 MUTCD.

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's Engineer.

107-10 BLANK

107-11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE: Per Section 107.11 of the ADOT Standard Specifications unless modified herein.

107-12 BLANK

107-13 RESPONSIBILITY FOR DAMAGE CLAIMS:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages,

or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's 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.

107-14 CONTRACTOR'S INSURANCE:

Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. 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.

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's Engineer 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's Engineer. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed \$500 for any one accident or occurrence excluding bodily injury.

In addition to statutory Worker's Compensation insurance, the Contractor, with respect to all operations performed by himself or his subcontractors, shall have in force regular public liability insurance in not less than the following amount: \$2,000,000 Combined Single Limit of Liability per Occurrence.

Such insurance shall include, but not be limited to, coverage for underground damage to facilities because of drilling and excavating with mechanical equipment, and for collapse of or structural injury to structures or utilities because of blasting or explosion, excavation, tunneling, pile driving, cofferdam work or demolition.

With respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, the Contractor shall have in force automobile liability insurance in not less than the following amount: \$2,000,000 Combined Single Limit of Liability per Occurrence.

107-GC1 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.

107-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(A) General:

The contractor's attention is directed to the requirements of Arizona Revised Statutes Section 40-360.21 through .29 requiring all parties excavating in public streets, alleys or utility easements to first secure the location of all underground facilities in the vicinity of the excavation.

The contractor shall contact the owners of the various utilities prior to the start of construction and shall obtain from them any information pertaining to existing utilities that will either supplement information shown on the project plans or will correct any such information that may be incorrect. The contractor shall furnish the Engineer with evidence that the contractor has contacted the utility companies. Such evidence shall be submitted at the preconstruction conference, and shall include a copy of the information received from each utility as a result of such contacts.

If the contractor learns from either the owner of the utility or from any other source of the existence and location of properties of railway, telegraph, telephone, fiber optics cable, water, sewer, septic tanks or systems, electric, gas and cable television companies either omitted from or shown incorrectly on the project plans, the contractor shall immediately notify the Engineer and shall not disturb the utilities. Relocation or adjustment of such utilities, if deemed necessary, will be either performed by others or shall be performed by the contractor in accordance with the provisions of Subsection 104-02(C).

The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum and that services rendered by these parties will not be unnecessarily interrupted.

Temporary or permanent relocation or adjustment of any utility line or service connection desired by the contractor for its convenience shall be its responsibility. The contractor shall obtain the approval of both the Engineer and the utility company and upon approval shall make all necessary arrangements with the utility company and shall bear all costs in connection with such relocation or adjustment. The contractor shall also submit a Sewer Discharge Prevention Plan, as specified in Subsection 107-15(C)(1), describing each anticipated relocation or adjustment involving existing sanitary sewer lines. No work on a particular facility shall begin until all approvals for that facility have been received.

(B) Contractor Qualifications for Water and Sewer Lines:

Breakage of active sanitary sewer lines may result in the potential spread of disease, contamination of the site and any adjacent bodies of water, and other hazards to the public. Substantial cleanup costs may be associated with such breakage, as well as possible major civil and/or criminal penalties. Therefore, the Engineer will closely consider the qualifications of any personnel proposed by the contractor to oversee or perform work involving active sanitary sewer lines. The contractor shall not assume that the personnel assigned to perform such work

will be acceptable to the Department merely because they meet the experience requirements listed herein.

The contractor, or the subcontracting firm assigned to perform the water and sewer work, shall have a minimum of five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements.

In addition, the key personnel assigned by the contractor to perform any work on water or sewer lines, whether from the prime contractor or a subcontracting firm, shall also have at least five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements. A minimum of two such people shall be designated by the contractor. The designated personnel may have the title of foreman or superintendent; however, at least one of these people shall be present at all times at the location of any work being performed at or near an active sanitary sewer line.

For both the firm and the key personnel, the experience shall include working with and around water and sewer utility lines that are in service. The contractor shall submit the following documentation to the Engineer for review and approval:

- (1) A list indicating that the designated key project personnel have at least five years of applicable experience, as specified above. The list shall be accompanied with resumes for each of the key people. The resumes shall include the following information, and demonstrate compliance with the specified requirements:
 - (a) Detailed relevant experience for a minimum of two projects, including project description, date of work, actual work performed by the individual, and references (a minimum of one for each project).
 - (b) Level of applicable formal training.
 - (c) Number of years of relevant experience in performing like construction.
- (2) A list of water and sewer construction projects completed by the firm performing the water or sewer work, as specified above, indicating a minimum of five years of applicable experience. Include the dates of work, type of work, description of the project, amount of work performed by the contractor/subcontractor, and the name and phone number of a contact with the owning company or agency for which the work was completed.
- (3) List of equipment that will be used for this project. The list shall include, as a minimum, equipment type, date of manufacture, and if contractor-owned or rented.
- (4) A list of all violations and citations in the past five years of applicable water and wastewater laws and statutes for both the prime contractor and the subcontractor responsible for the utility work.

The contractor shall submit this documentation to the Engineer for approval at least 21 calendar days prior to any anticipated work involving active sanitary sewer lines, whether new or existing.

(C) Protection of Existing Utility Lines:

At points where the contractor's operations are adjacent to right-of-way properties or easements for railway, telegraph, telephone, water, sewer, electric, gas and cable television companies, hereinafter referred to as utilities, or are adjacent to other facilities and property, damage to which might result in considerable expense, loss, inconvenience, injury or death, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The exact locations and depths of all utilities that are underground or the location of those on or near the surface of the ground which are not readily visible shall be determined. Such locations shall be marked in such a manner so that all workmen or equipment operators will be thoroughly apprised of their existence and location. It will be the contractor's responsibility to see that every effort possible has been made to acquaint those actually involved in working near utilities not only with the type, size, location and depth, but with the consequences that might follow any disturbance. No trenching or similar operation shall be commenced until the Engineer is satisfied that every possible effort has been taken by the contractor to protect utilities.

The contractor shall coordinate with others working near new or existing sewer lines or other utilities on the procedures to be followed to prevent damaging of these utilities.

(1) Sewage Discharge Prevention Plan (SDPP):

For any work which may impact active sanitary sewer pipes, whether new or existing, the contractor shall prepare a Sewage Discharge Prevention Plan (SDPP) which shall describe the contractor's procedures and work plan for such lines. The Sewage Discharge Prevention Plan shall also describe the precautions that the contractor shall take to prevent unplanned breakage or spills, and the procedure which the contractor shall follow if breakage or a spill occurs.

The contractor's method of work described in the SDPP shall ensure that any work done in or near any active sewer line is performed in a safe and controlled manner resulting in no accidental discharges. As a minimum, the contractor's equipment and procedures shall be appropriate for the intended work, and shall conform to standard industry practices.

The SDPP shall include information, as specified below, for all portions of the project which involve the following work activities, and for any other element of work which may involve contact with an active sanitary sewer line:

- Interrupt, divert, relocate, plug, or abandon a sewer line or service connection, or
- Brace, or tie into a sewer line or service connection.

Construction activities in the vicinity of active sanitary sewer lines or service connections shall also be included in the SDPP if any of the following conditions exist:

- (1) Any work crossing beneath the pipe, at any angle, regardless of vertical separation.
- (2) Any work crossing over the pipe, at any angle, within two feet of the top of pipe.
- (3) Work located parallel to the pipe within the following areas:
 - (a) For the area from the bottom of the pipe to two feet above the top of the pipe, any work within two feet horizontally of the pipe wall.
 - (b) For the area below the bottom of the pipe, any work located below an imaginary line beginning at the pipe spring line and progressing downward at a slope of 1.5 feet vertically to 1.0 feet horizontally.

The contractor's Sewage Discharge Prevention Plan shall address each of the items tabulated below, as applicable, for every location where construction activity will involve an active sanitary sewer line.

(2) Required Elements of the Sewage Discharge Prevention Plan:

The following elements shall be addressed in the SDPP:

- (a) Describe the proposed work in general, including the reasons for the work, scope, objectives, locations, dates, and estimated times the work will be conducted. Include project plan sheets detailing the proposed work, and indicating the peak flowrates of active sewer lines, determined as specified.
- (b) For all existing sanitary sewer pipes, determine whether the lines are active or abandoned, and the peak flowrates of lines in service, as provided by the owner of the utility.
- (c) List the key personnel (crew foreman, superintendent, and manager) and field office that are proposed to perform the work (include phone numbers).
- (d) Describe the work in step-by-step detail for each location, including excavation plans and how both the new and existing structures and utilities will be identified and protected.
- (e) Provide a detailed listing of any hardware, fittings, pipe plugs, flex couplings, tools, and materials needed to accomplish the work, and note the status of these items (on-hand, to-be-fabricated, on-order with expected delivery date, etc.). Include any manufacturer's specifications or recommendations, especially for any pipe plugs, sewer line fittings, and patching materials.
- (f) List all major equipment to be used to perform the work. Include in this item any pumps that will be used to perform the work and the rated capacity of the pumps at the anticipated suction head.

- (g) List all equipment to be used in the event of an unplanned release and specify how the equipment will be used. The locations of standby pumps shall be specified in this item. The plan shall indicate that all standby equipment to be used in the event of an unplanned discharge can be delivered to the site and put into service within two hours of identification of any unplanned flow.
- (h) List the safety equipment to be used, and describe any unique safety procedures. Cite the applicable OSHA standards covering the work.
- (i) Describe any contingency plans the contractor will implement in the event of unplanned releases and/or damage to existing facilities. List all personnel and subcontractors that will be responsible for responding to unplanned releases or damaged lines. Provide qualifications for all such personnel and subcontractors, including education, formal training, and relevant experience.
- (j) Describe how the public will be protected during the work, and include or cite any applicable traffic control plans.
- (k) Describe the quality control procedures that will be used in the field.
- (I) Discuss how temporary plugs or flow control devices will be secured, monitored, and removed.

The SDPP shall be in written form, and shall include any diagrams or sketches necessary for clarity. When possible, diagrams and sketches should be shown using the applicable project plan sheets.

The contractor shall modify the SDPP as necessary throughout the project to include any new or revised information relevant to the items listed above. The contractor shall resubmit the revised SDPP to the Engineer for approval in each case.

(3) Sewage Discharge Prevention Plan Approval:

The SDPP shall be submitted to the Engineer at least 21 calendar days before any work involving an active sewer line is to be done. The Engineer will review the plan, solicit comments from the owner/operator of the sewer line, and return the plan to the contractor within 14 calendar days from original submittal.

No work involving active sanitary sewer lines shall be done until a final SDPP meeting all the requirements specified in Subsection 107-15(C)(2) has been approved by the Engineer.

Approval of the contractor's Sewage Discharge Prevention Plans, personnel, or construction methods and operation shall not relieve the contractor from its responsibility to safely perform the work included in this contract, nor from its liability for damage resulting, either directly or indirectly, from its work performed under this contract.

(D) Service Connections:

(1) General:

In the event of interruption to water, sewer, or utility services as a result of accidental breakage or as a result of lines being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. When service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

(2) Unidentified Water and Sewer Connections:

The contractor shall protect unidentified, undamaged water or sewer service connections encountered during excavation. The contractor shall immediately notify the Engineer when an unidentified service connection is encountered.

The contractor shall immediately repair unidentified water or sewer service connections that are damaged during excavation. Any damaged service connections shall be reported to the Engineer, including all remedial actions taken.

(E) Repairing Damaged Lines:

When the operations of the contractor result in damage to any utility line or service connection, the location of which has been brought to the contractor's attention, the contractor shall assume full responsibility for such damage.

Should an unplanned breakage occur in an active sewer line as a result of the contractor's operations, the contractor shall immediately notify the Engineer, and begin repairs to halt any flows and restore normal service, in accordance with the procedures described in the approved Sewage Discharge Prevention Plan. The contractor shall also immediately notify the affected utility company and the appropriate regulatory agencies. The contractor shall be responsible for repairing the damaged pipe, restoring any interruptions in service, and cleaning up the affected areas within 24 hours of the beginning of the spill. Sewage discharge damage assessments, as specified in Subsection 107-15(F), will be charged to the contractor for any unplanned breakage which results in a discharge.

The contractor shall be responsible to repair any breakage, in accordance with requirements of the broken line's owner/operator, and clean up the site per applicable codes and regulations of the Environmental Protection Agency, OSHA, Arizona Department of Environmental Quality (ADEQ), and all other agencies' specifications, at no additional cost to the Department.

(F) Sewage Discharge Damage Assessments:

The Department will assess liquidated damages in accordance with the Table 1 below for each 24-hour period, or portion thereof, for each unplanned breakage that occurs in an active sanitary sewer line as a result of the contractor's operation. The rate of liquidated damages assessed is based on the type and quantity of effluent discharged as determined by the Engineer.

These liquidated damages do not relieve the contractor from any of its responsibilities under the contract, including any liquidated damages that may be assessed under Subsection 108.09 for late completion of the project.

Liquidated damages assessed by the Department will be independent of any penalties imposed by others.

The contractor acknowledges that Regulatory agencies may assess or impose civil or criminal penalties on the contractor resulting from sewer discharges.

The Department will not be responsible for any civil or criminal penalties, fines, damages, or other charges imposed on the contractor by any regulatory agency or court for sewage discharges that are a result, directly or indirectly, of the contractor's work performed under this contract.

	Table 1	
	Liquidated Damages	
(each 24 hour period, or portion thereof)		
Volume of Discharge	Raw Sewage or Industrial	Treated
	Wastewater	Effluent
Less than 10,000 gallons	\$5,000.00	\$1,000.00
10,000-99,999 gallons	\$10,000.00	\$2,000.00
100,000-1 million gallons	\$25,000.00	\$3,000.00
Greater than 1 million gallons	\$40,000.00	\$5,000.00

Liquidated damages shall be assessed for each 24 hour period, or portion thereof, until the contractor has completed all of the following tasks:

- (A) Stopped the discharge.
- (B) Repaired the damaged pipe.
- (C) Restored normal service.
- (D) Fully cleaned and disinfected the site to the satisfaction of the Engineer.

REDUCTION OF LIQUIDATED DAMAGES: Upon completion of tasks A, B, and C above, and prior to completion of Task D, the liquidated damages assessed for the current 24-hour period shall be at the rate shown in Table 1. However, for each subsequent 24-hour period, the assessment will be one half of the rate shown in Table 1.

Damages will continue at the reduced rate until the site has been fully cleaned and disinfected to the satisfaction of the Engineer.

As an example, the amounts assessed each 24-hour period for an unplanned discharge of 20,000 gallons of raw sewage, in which the contractor completes tasks A, B, and C within the

second 24-hour period but does not complete full cleanup until the third 24-hour period, will be as follows:

First 24-hour period: \$10,000.00

Second 24-hour period: \$10,000.00

Third 24-hour period: \$5,000.00

For this example, the total liquidated damage assessment will be \$25,000.00 (\$10,000 + \$10,000 + \$5,000).

107-16 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's Engineer, 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.

107-17 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.

SECTION 108 PROSECUTION AND PROGRESS:

108-01 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's Engineer. 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 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 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's Engineer.

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's Engineer

108-02 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's Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Owner's Engineer at least two (2) work days in advance of the time actual construction operations will begin.

108-03 BLANK

108-04 PROSECUTION AND PROGRESS:

The Contractor shall submit his progress schedule for the Owner's Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner's Engineer, 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 proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's Engineer'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. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner's Engineer at least twenty-four (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.

108-05 LIMITATION OF OPERATIONS: Per Section 108.05 of the ADOT Standard Specifications unless modified herein.

108-06 CHARACTER OF WORKERS: Per Section 108.06 of the ADOT Standard Specifications unless modified herein.

108-07 METHODS AND EQUIPMENT: Per Section 108.07 of the ADOT Standard Specifications unless modified herein.

108-GC1 TEMPORARY SUSPENSION OF THE WORK:

The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to 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's Engineer, 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 Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. 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 and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

108-08 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 WORKING DAYS shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during

the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK (104-02(C)).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 105-20(B).
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 102-06.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

(b) 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 Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

(c) 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's Engineer 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's Engineer 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.

108-09 FAILURE TO COMPLETE ON TIME:

For each calendar day or working 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 108-08 the sum specified in the contract and 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.

108-10 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 (108-02)"; 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 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's Engineer 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 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer 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's Engineer 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.

108-GC2 TERMINATION OF CONTRACT 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 number of units or items of 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's Engineer.

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 109 MEASUREMENT AND PAYMENT:

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and/or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.
- F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
- G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Owner's Engineer shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory

progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

109-01 MEASUREMENT OF QUANTITIES: Per Section 109.01 of the ADOT Standard Specifications unless modified herein.

109-02 SCOPE OF PAYMENT:

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 107-17.

When the "basis of payment" subsection of a specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

109-03 COMPENSATION FOR ALTERED QUANTITIES:

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

109-04 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK:

Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 104-02(C), will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work requiring that it be done by force account, such force account shall be measured and paid for as follows:

(a) <u>Labor</u>. For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before beginning the work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. An amount equal to 15 percent of the sum of the above items will also be paid the Contractor.

- (b) <u>Insurance and Taxes</u>. For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work the Contractor shall receive the actual cost, to which cost (sum) 5 percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.
- (c) <u>Materials</u>. For materials accepted by the Owner's Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost (sum) 15 percent will be added.
- (d) <u>Equipment</u>. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Owner's Engineer, the Contractor shall receive the rental rates in the current <u>"Blue Book for Construction Equipment"</u>.
- (e) <u>Miscellaneous</u>. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (f) <u>Comparison of Records</u>. The Contractor and the Owner's Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and Owner's Engineer or their duly authorized representatives.
- (g) <u>Statements</u>. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
 - (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
 - (3) Quantities of material, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

109-05 PAYMENT FOR OMITTED ITEMS:

As specified in the subsection titled OMITTED ITEMS of Section 104-02(B), the Owner's Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Owner's Engineer omit to order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Owner's Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the contract or delivered on the work prior to the date of the Owner's Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

109-06 THRU 109-08 BLANK

109-09 ACCEPTANCE AND FINAL PAYMENT:

When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 105-20(B), the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 105-21.

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 105-21 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

202-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for the removal of structures and obstructions.

202-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for the removal of structures and obstructions shall be considered as included in the total contract cost.

Full compensation for any saw cutting necessary to perform the construction operations specified herein shall be considered as included in the total contract cost.

SECTION 205 GRADING ROADWAY FOR PAVEMENT:

Grading roadway for pavement shall be in accordance with Section 205 of the ADOT Standard Specifications unless modified herein.

205-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for grading roadway for pavement.

205-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for grading roadway for pavement shall be considered as included in the total contract cost.

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

See APPENDIX A for aggregate base course placement locations

303-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for aggregate base course.

303-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for aggregate base course shall be considered as included in the total contract cost.

SECTION 404 BITUMINOUS TREATMENTS:

Bituminous Treatments shall be in accordance with Section 404 of the ADOT Standard Specifications unless modified herein.

404-3.12 Tack Coat: of the Standard Specifications is revised to read:

Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between layers of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The bituminous material used for tack coat shall conform to the requirements of Section 1005.

The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Type of	Approximate Tack Coat Application Rates: Gallons / Square Yard		Payment
Bituminous Material	Prior to Placing ACFC or AR-ACFC	All Other Tack Coats	Factor
Emulsified Asphalt (Special Type) – See Note Below.	Not Allowed	0.12	0.7
Emulsified Asphalt (Other than Special Type)	0.08	0.08	1.0
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0

Note: Emulsified Asphalt (Special Type) shall consist of Type SS-1 or CSS-1 emulsified asphalt diluted with water to provide an asphalt content of not less than 26 percent.

If emulsified asphalt of any type is used, it shall have broken before the bituminous mixture is placed.

If emulsified asphalt of any type is held overnight, it shall be reheated and agitated prior to further application.

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete

(asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

404-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for bituminous treatments.

404-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for bituminous treatments shall be considered as included in the total contract cost.

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):

Asphaltic Concrete Pavement shall be in accordance with Section 409 of the ADOT Standard Specifications except as modified herein.

409-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the requirements of these specifications, and as directed by the Engineer.

The contractor shall acquire and make all arrangements for a source or sources of material, furnish a mix design which will meet the design criteria specified hereinafter, and provide all the equipment, materials, and labor necessary to complete the work.

See APPENDIX A for asphalt concrete placement locations.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be **PG 64-22**.

409-2.03 Mineral Admixture: the last paragraph of the Standard Specifications is revised to read:

The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

409-2.04 Mix Design: the third and fourth paragraphs of the Standard Specifications are revised to read:

The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

The mix design shall be prepared by a mix design laboratory that has met the requirements of the Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories".

The contractor may propose the use of a mix design that has been developed for a previous project. The proposed mix design shall meet the requirements of these specifications. The contractor shall provide evidence that the type and source of bituminous material, the type of mineral admixture, and the source and methods of producing mineral aggregate have not changed since the formulation of the previous mix design. The contractor shall also provide current test results for all specified characteristics of the mineral aggregate proposed for use. The Engineer will determine if the previously used mix design is suitable for the intended use and if the previous use of the mix design was satisfactory to the Department. The Engineer will either approve or disapprove the proposed mix design. Should the Engineer disapprove the use of the previously used mix design, the contractor shall prepare and submit a new mix design proposal in accordance with the requirements of these specifications.

A previously used mix design older than two years from the date it was formulated, sealed, signed, and dated shall not be allowed for use. Once approved for use on a project, a previously used mix design may be used for the duration of that project.

409-2.04 Mix Design: the last two paragraphs of the Standard Specifications are revised to read:

The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Crite	eria	Requirement	Arizona Test Method
1.	Voids in Mineral Aggregate: %, Range	14.5 – 18.5	815
2.	Effective Voids: %, Range	5.3 – 5.7	815
3.	Absorbed Asphalt: %, Range	0-1.0	815

The Engineer reserves the right to adjust the asphalt content during production from the mix design value without additional compensation to the contractor in order to obtain desirable effective voids.

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read: Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

409-3.01 General: the ninth, tenth, eleventh, and twelfth paragraphs of the Standard Specifications are revised to read:

All wheels and tires of compactors and other equipment surfaces shall be treated when necessary with a release agent approved by the Engineer in order to prevent the sticking of asphaltic concrete. Release agents which degrade, dissolve, or in any way damage the bituminous material shall not be used. Diesel fuel shall not be used as a release agent.

Asphaltic concrete immediately behind the laydown machine shall be in a thoroughly mixed, free-flowing, and workable condition, be free of lumps and crusts, and have a minimum temperature of 275 degrees F.

All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Engineer deems the use of self-propelled paving machines impractical.

The speed of the paving machine shall be coordinated with the production of the plant and an adequate number of trucks for hauling asphaltic concrete shall be available in order to achieve, as far as practical, a continuous operation.

Self-propelled paving machines shall spread the mixture within the specified tolerances, without segregation or tearing, true to the line, grade, and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers which will distribute the mixture uniformly in front of adjustable screeds.

409-3.01 General: the seventeenth paragraph of the Standard Specifications is revised to read:

Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

409-4 Method of Measurement: of the Standard Specifications is revised to read:

No separate measurement will be made for asphaltic concrete (miscellaneous structural).

409-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for the accepted quantities of asphaltic concrete, complete in place, shall be considered as included in the total contract cost.

No direct payment will be made for the bituminous material and mineral admixture in the asphaltic concrete, or the bituminous material for the tack coat and application of the tack coat, the price being considered as included in the total contract cost.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-4 Method of Measurement: of the Standard Specifications is revised to read:

No separate measurement shall be made for Maintenance and Protection of Traffic.

701-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for all work necessary to provide Maintenance and Protection of Traffic shall be considered as included in the total contract cost.

SECTION 923 PLACEMENT OF PORTLAND CEMENT

- **923-1 Description:** The work under this section shall consist of furnishing and applying Portland cement onto the finished subgrade surface just prior to the placement of the aggregate base course.
- **923-2** Materials: Portland cement shall conform to the requirements of ASTM C 150 for Type II, III, or V.
- **923-3 Application:** Portland cement shall be spread evenly onto the subgrade surface just prior to the placement of the aggregate base course at a rate of approximately 1 pound per square foot.

Care should be taken not to allow the cement powder to drift beyond the limits of placement.

923-4 Method of Measurement:

No separate measurement shall be made for placement of Portland cement.

923-5 Basis of Payment:

Payment for placement of Portland cement shall be considered as included in the total contract cost.

No direct payment will be made for the Portland cement, the price being considered as included in the total contract cost.





Contract Forms are a binding part of Informal Bid Documents and Awarded Contract.

CONTRACT FORMS

Proposal	P-1 to P-3
Price Sheet	PS-1 to PS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 020917 Forest Service Rd No. 512 Asphalt Patching Project, Gila County, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

INTERMOUNTAIN WEST CTUIL CONSTRUCTORS, INC

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

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

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

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

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

If by a Corporation:

(SEAL)

Corporate Name: INTER MOUNTAIN WEST CIVIL CONSTRUCTORS, INC
Corporate Address: 1564 N ALMA SCHOOL RD SUTTE 200 MESA, AZ 85201
Incorporated under the laws of the State of : ARTZONA
By (Signature): Michelle Randall Date: 03/15/17
President: MICHELLE RANDALL
Secretary: KYLE "REESE" RANDALL
Treasurer: CHANCE RANDALL

<u>Proposai continuea</u>		
If by a Firm or Partnership:	NA	
Firm or Partnership Name:		
Firm or Partnership Address:	,	
By (Signature):	Date	e:
Name and Address of Each Mei	mber:	
If by an Individual:		
Signature:	Date	

PRICE SHEET (PS-1 to PS-2)

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT GILA COUNTY, ARIZONA

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

Firm Name: INTERMOUNTAIN	WEST CIVIL CONSTRUCTORS, INC.
TOTAL CONTRACT PRICE, for the sum of \$	69,540.00
WRITTEN TOTAL CONTRACT PRICE	
SINTY NINE THOUSAND FIVE HUN	JDRED FORTYDollars
and ZER() Cents.	

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

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

PRICE SHEET (PS-1)

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT Bid 020917

Quantity Unit Description Unit Price Extension

915 SQ. YD. Asphaltic Concrete Patch \$ 76. 9 \$ 69,540.00

TOTAL BID IN WORDS \$ STXTY NEW THOUSAND FIVE HUNDRED FORTY AND 00

*Price to include all applicable taxes and required fees.

No tax shall be levied against labor. Payment will be made based on actual quantities.

GILA COUNTY

SURETY (BID) BOND (BB-1)
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned InterMountain West Civil Constructors, Inc.
as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company
a corporation duly organized under the laws of the State of lowa
as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal is herewith submitting its proposal for:
BID NO. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT
NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein. IN WITNESS WHEREOF, we hereunto set our hands and seals:
Principal InterMountain West Civil Constructors, Inc. Surety Employers Mutual Casualty Company By Attorney-in-Fact Melanie Ankeney
Address, Attorney-in-Fact 15160 N. Hayden #101, Scottsdale, AZ 85260 Subscribed and sworn to before me this 13th day of March, 20_16_
Notation expires: 4-5-2017 Notation is a series of the se



P.O. Box 712 • Des Moines, IA 50306-0712

No. B90938

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an lowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: DAVID J. MCKEE, JOSEPH A. CLARKEN, III, PATRICK R. HEDGES, JENNIFER CASTILLO, MELANIE ANKENEY

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of FEBRUARY 2017

Seals Se	Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7
SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL	On this 22nd day of FEBRUARY AD 2017 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly swom, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2019.
KATHY LOVERIDGE Commission Number 780769 My Commission Expires October 10, 2019	Notary Public in and for the State of Idwa CERTIFICATE
I, James D. Clough, Vice President of the Companies, do hereby cand this Power of Attorney issued pursuant thereto on DAVID J. MCKEE, JOSEPH A. CLARKEN, III, PATRICK R. HEDGES, JENNIF	ertify that the foregoing resolution of the Boards of Directors by each of the Companies, FEBRUARY 22, 2017 on behalf of: FER CASTILLO, MELANIE ANKENEY

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this day of the facsimile seal of each Company this

4 ll/

Vice President

GILA COUNTY QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

<u>Purpose</u>

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 020917-FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT

The applicant submitting this Bid warrants the following:

reference.

1.	Name, Address, and Telephone Number of Principal Contractor: INTERMOUNTAIN WEST CIVIL CONSTRUCTORS, TNC.
	1564 N. ALMA SCHOOL RD. SUTTE 200 MESA, AZ 85201 602-888-0169
2.	Has Contractor (under its present or any previous name) ever failed to complete a contract? YesNo. 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
4.	Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)?YesXNo. 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. – See Acres Carrettes Statement 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

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

6.	Contractor Experience Modifier (e-mod) Rating in Arizona: 1.36 A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by
	premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
7.	Current Arizona Contractor License Number: 145649
	Signature of Authorized Representative
	Michelle Randall Printed Name
	President
	litie

GILA COUNTY REFERENCE LIST (RL-1)

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

References

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

1.	Company: Contact: Phone: Address:	AREZONA DEPARTMENT OF TRANSPORTATION TOM GODDMAN 928-468-5063 200 NORTH COLCORD, SULTE C PAYSON, AZ 85541
2.	Company: Contact: Phone: Address:	ARTZONA GAME AND FISH DEPARTMENT
3.	Contact: Phone:	CITY OF PHOENIX DAVID BRADLEY 602-534-7069 1034 E MADISON ST PHOENIX, AZ 85034
4.	Company: Contact: Phone: Address:	HERMOSA RANCHES LLC JOHN YZNAGA 928-671-0450 P.O. BOX 21300 WICKENBURG, AZ 85358

INTERMOUNTAIN WEST COULL Name of Business	CONSTRUCTORS,
Michell Randall	
Signature of Authorized Representative	Syca
PRESIDENT	

AFFIDAVIT BY CONTRACTOR (ANC-1) CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
COUNTY OF: MARICOPA)
MICHELLE DANDALL (Name of Individual) being first duly sworn, deposes and says:
That be is PRESIDENT
of TNTERMOUNTAIN WEST CIVIL CONSTRUCTORS, TNC. and (Name of Business)
That he is properly prequalified by Gila County for bidding on BID NO. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA and,
That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:
That neither he nor anyone associated with the said
INTERMOUNTAIN WEST CIVIL CONSTRUCTORS, INC. (Name of Business)
has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.
INTERMOUNTAIN WEST CIVIL CONSTRUCTORS, Name of Business Wichelle Randall By President Title
Subscribed and sworn to before me this day of My Commission expires: 6 / 13 / 20 20 Notally Public

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

At the time of the submission of **Invitation for Bid No. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING 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 County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

Yes it is my intention to subcontract a portion of the work.	
No it is not my intention to subcontract a portion of the work.	
TATTER MOON HATALLIES CTUTE (O	KORI V TORI
INTERMOUNTAIN WEST CAVIL (OF Name of Business	INC.
Michelle Randall	
Signature of Authorized Representative	
President	

Title

BIDDERS CHECKLIST (CK-1)

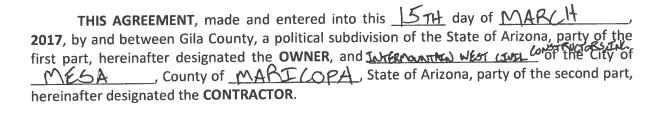
NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and executed and submitted with this bid. If bidder fails to complete and execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	<u>C</u>	OMPLETED AND EX	<u>KECUTED</u>
Proposal			
Price Sheet		my.	
Surety (Bid) Bond		nue	
Qualification & Certification Form		mil	
Reference List		_ ml	
Affidavit of Non-Collusion		JMV	
Subcontractor Certification		MUZ	
Contract		_ AMVZ	
Bidders Checklist & Addenda Ackno	wledgment	m	
ACKNOWLEDGMENT OF RECEIPT OF ADD	DENDA:	d	·
Initials and Date #1 #2	#3	#4	#5 ———
Signed and dated this	day of Marc	<u>ل</u> , 2017	
	INTERMOUNTA CONTRACTOR: Michel BY:	en West CIU	IL CONSTRUCTORS, INC.

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: Proposal to Construct: FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 020917. All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before Thursday, March 16, 2017.

GILA COUNTY CONTRACT NO. 020917 (C-1 TO C-7)



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

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all materials, labor, equipment and services required for performing all work for Bid No. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 020917 will become the Contract Number.

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

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

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

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

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

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

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u> - 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. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
 - On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Betty Hurst, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

- D. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Betty Hurst, Contracts Administrator**, **1400 E. Ash St.**, **Globe**, **AZ 85501**. The County project and 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. <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL</u>: Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

SCHEDULE:

For construction in the contract documents, the project shall be completed within 30 Calendar Days of the commencement date as specified on the Notice To Proceed.

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

WORK ITEM

DAILY CHARGE PER CALENDAR DAY

All work not complete within the above specified time after start of work.

\$350.00

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

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

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

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

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

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

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

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

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

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

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

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

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$ 69,540. PINCLUDING ALL APPLICABLE TAXES through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for: Forest Service Rd. No. 512 Asphalt Patching Project.

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT CONTRACT NO. 020917

OWNER:	CONTRACTOR:
GILA COUNTY BOARD OF SUPERVISORS	
	Michelle Randoll
Tommie C. Martin, Chairman, Board of Supervisors	Contractor Signature
	Michelle Randall
	Print Name
ATTEST:	8 N/A CORPORATION
	Witness (If Contractor is Individual)
Marian Sheppard, Clerk of the Board	
APPROVED AS TO FORM:	
Jefferson R. Dalton, Deputy Gila County Attorney, Civ	ril Bureau Chief

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 t	he Principal), as Principal,
and		
(hereinafter call		of
the Director of called the AMOUNT) whereof, the sa assigns, jointly a WHERE RD NO. 512 AS made a part her NOW, perform and ful original term of any guaranty reconditions, and made, notice of otherwise to rer PROVIE 2, of the Arizor provisions of sai The proattorneys' fees a	TO BE PROVIDED UPON AWARD OF CONTRACT	e in the city of ness in Arizona issued by Gila County (hereinafter OF CONTRACT), for the payment xecutors, successors, and gee for: FOREST SERVICEs hereby referred to and id Principal shall faithfully said contract during the ety, and during the life of akings, covenants, terms, ct that may hereafter be obligation shall be void, itle 34, Chapter 2, Article in accordance with the herein. dgment such reasonable
Witnes		' .
Principal		
Surety		1
Agency of Record	Ву:	
Arizona Countersignature Agency		Address
Address		
Phone Number		

STATUTORY LABOR AND MATERIALS BOND (LMB-1) PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,		
	(hereina	fter called the Principal), as Principal,
and		
(hereinafter		ate of
the Director called the O dollars (\$_heirs, admini	TO BE PROVIDED UPON AWARD C CONTRACT	fice in the city of pusiness in Arizona issued by nto Gila County (hereinafted by bind themselves, and their these presents. Deligee for: FOREST SERVICED at is hereby referred to and the said Principal shall faithfully sof said contract during the Surety, and during the life of lertakings, covenants, terms tract that may hereafter be ove obligation shall be void of Title 34, Chapter 2, Article ned in accordance with the 1st herein. Judgment such reasonable 1917.
Pri ncipal		
Surety		
Agency of Re		
Arizona Count	rersignature	Agency Address
Address		
Phone Number	er	

GILA COUNTY <u>CONTRACT PERFORMANCE WARRANTY</u> (CPW-1)

	(Officer, Partner, Owner)
	UMA 140000 Dando DD 03/15/17
	Said work shall be free from defects which would cause the work not to perform in its intended manner.
	Said work shall be free from defects which would course the work and the said work shall be free from defects which would course the work and the said work and the said work shall be free from defects which would course the work and the said work
	for a period of two (2) years from completion of said work.
	FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA,
	do hereby warranty the work performed for the:
_	Toter Mountain West Civil Constructors, Tic (company name)
	I, Michelle Randall, representing
	\mathcal{L}



STATEMENT OF





CONTACT INFO

Michelle Randall, President Tel (602) 888-0169 Cell (928) 970-0195 srandall@imwcc.net

LICENSES

ROC # 145649 ROC # 194358 DUNS # 102821428 AZ UTRACS # 15391 WOSB # 2005129504

NAICS CODES

237310, 237110, 237210, 237990, 238110, 238910, 238990, 236115, 236220











Specializing in asphalt concrete paving since 1994.

ABOUT US

IMWCC is a certified Woman Owned Small Business (WOSB) that specializes in asphalt concrete paving and restoration of existing roadways. We are a privatelyheld, type S corporation organized under State of Arizona law, which enjoys annual sales revenue in excess of \$5,000,000, and employs an average of 20 employees. Since inception in 1994, the business has grown to become a leading AZ contractor.

WHAT SETS US APART?

Experience

With over 20 years of experience that includes a broad spectrum of heavy civil engineering projects, IMWCC has the in-depth knowledge and experience to complete projects effectively—on time and within budget.

Bonding Capacity

For over 20 years, IMWCC has been in good standing with the same bonding agent. We have a surety bond program with single and aggregate limits for individual bonded projects of \$9,500,000 with aggregate backlogs in excess of \$15,000,000.

Technology

We use InEight—a proven software technology to estimate, manage, control and connect all aspects of our projects. Our team is constantly learning, growing and searching for new and innovative ways to develop our business.

Relationships

IMWCC maintains lasting relationships with our clients, subcontractors and suppliers. Our goal is to provide exceptional customer service and a quality end product at a fair price.

CORE SERVICES

- grading & paving
- utilities & drainage
- cutting & coring

Follow UN



SOC 2P PRIME RV 1,26,17



STATEMENT OF

(Page 2)

WORK EXPERIENCE



SR Hwy 86 improvements—Sells, AZ IMWCC was the subcontractor for this ADOT highway improvement project located at SR Hwy 86 from mile post 123.9-128.8. Scope of Work: asphalt concrete paving \$1,379,047



High Mountain Lakes Facility Improvements -16 Individual Locations

The purpose of this Job Order Contract (JOC) for the AZ Game & Fish Department was to upgrade the parking, access, and recreational facilities to be Americans with Disabilities Act (ADA) compliant. \$12,000,000



Riggs Rd—Val Vista Dr to Recker Rd IMWCC was the prime contractor to the Town of Gilbert on this road improvement project. Scope of Work: road widening, bike lanes, curb & gutter, sidewalk, street lights, landscaping, drainage, utilities, installation of full traffic signal. and modification of existing traffic signals. \$10,197,710

TEAM MEMBERS

- President—Michelle Randall—has a degree from NAU in Business Management and has 20+ years experience in accounting and construction management. She serves as the qualifying party and contact entity for IMWCC.
- Director of Field Operations—Reese Randall—is educated in Civil Engineering and has been successfully managing all aspects of our operations since the companies inception in 1994.
- Operations Manager—Brett Haase—is an ASU graduate of Construction Management. He has managed projects ranging from Commercial Buildings to Master Plan Developments for over 10 years.
- Office Manager—Brittany Haase—has been managing Accounts Receivable, Accounts Payable, Reconciliations for Month End and Year End financials, and Tax Reporting for 10+ years at various companies.
- Project Supervisor—Kyle Randall—is educated in Construction Management and Technology and has been estimating, supervising field crews and operating heavy equipment for over 6 years.

KEY CLIENTS

- Arizona Department of Transportation (ADOT)
- Arizona Game & Fish
- Tonto Apache Tribe
- National Park Service
- Tohona O'odham Nation
- Arizona Bureau of Land Management (BLM)
- Salt River Pima Maricopa Indian Community
- US Army Core of **Engineers**

















SOC 2P PRIME RV 1.26.17

(Rev. December 2014) Department of the Treasury

Request for Taxpayer **Identification** Number and Certification

Give Form to the requester. Do not send to the IRS.

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Print or type Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line InterMountain West Civil Constructors, Inc.	e; do not leave this line blank.												
	2 Business name/disregarded entity name, if different from above													
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC						Exemptions (codes apply only to certain entitles, not individuals; see instructions on page 3): Exempt payee code (if any)							
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.					CC	Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)							
	U Other (see instructions) ► 5 Address (number, street, and apt. or suite no.) 1564 N Alma School Road Suite 200		Reques	ster's	пап		_							
See Sp	6 City, state, and ZIP code Mesa, AZ 85201									indrina popul	-			
	7 List account number(s) here (optional)													
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Enter	our TIN in the appropriate box. The TIN provided must match the na	ame given on line 1 to avo	oid or a	30	CIAI E	securii	y 1	IUIIIO	-	Г	7	_	-	\dashv
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>							-			-[
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Part	II Certification													
Under	penalties of perjury, I certify that:													
	number shown on this form is my correct taxpayer identification nu													
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and														
3. I an	a U.S. citizen or other U.S. person (defined below); and													
1. The	FATCA code(s) entered on this form (if any) indicating that I am exen	npt from FATCA reporting	is corr	ect.										
oecaus nteres genera nstruc	eation instructions. You must cross out item 2 above if you have be e you have failed to report all interest and dividends on your tax retu paid, acquisition or abandonment of secured property, cancellation ly, payments other than interest and dividends, you are not required ions on page 3.	ım. For real estate transa ı of debt. contributions to	ctions, i an indi	item vidu	2 do al re	oes no tirema	at a ent	appiy Larra	ngem	mo ent	ortga t (IR/	ge (), a	nd	3
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Section references are to the Internal Revenue Code unless otherwise noted. • Form 1099-C (canceled debt)														
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S as legislation enacted after we release it) is at www.lrs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (Interest earned or paid)
- Form 1099-DiV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

GILA COUNTY REQUEST FOR INVITATION FOR BIDS

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT

BID CALL 020917

BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Tommie C. Martin, Chairman
Timothy Humphry, Vice Chairman
Woody Cline, Member

COUNTY MANAGER
John Nelson

PUBLIC WORKS DIRECTOR
Steve Sanders



INVITATION FOR BIDS BID CALL NO. 020917

Sealed bids will be received by Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501, until 4:00 P.M. (AZ Time), Thursday, March 16, 2017 for the Forest Service Rd No. 512 Asphalt Patching Project, GILA COUNTY, ARIZONA, BID NO. 020917 in strict accordance with the rules and regulations of Board approved Policies BOS-FIN-002, BOS-FIN-003 and the Gila County Procurement Group Statement of Operating Procedures. No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.

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

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, BID CALL NO. 020917". All Bids shall be mailed or delivered to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501. Gila County Engineering Services and the Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the Contracts Administrator's office.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

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

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

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

	•	•		
Signed:		Date:	/_	
	Tommie C. Martin, Chairman of the Board of Supervisors			
Signed:		Date:	/	_/
	Jefferson R. Dalton, Deputy Gila County Attorney, Civil Burea	u Chief		
	for Bradley D. Beauchamp, County Attorney			

Dates advertised in the Arizona Silver Belt: March 01, 2017 and March 08, 2017

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

- 1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the entire bid packet, in triplicate, and the following forms, all with original signatures, must accompany the bidders proposal:
 - Bid Proposal (pages 58 to 61)
 - Price Sheet (page 63)
 - Surety (Bid) Bond (page 64)
 - Qualification & Certification Form (pages 65 to 66)
 - Reference List (pages 67)
 - Affidavit of Non-Collusion (page 68)
 - Subcontracting Certification (page 69)
 - Check List & Addenda Acknowledgment (page 70)
 - Contract (pages 71 to 78)
 - Contract Performance Bond (page 79)
 - Labor and Materials Bond (page 80)
 - Contract Performance Warranty (page 81)
 - IRS W-9 Form (W-9)

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

- 2. <u>Proposal Guaranty</u> -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. <u>Delivery of Proposal</u> Each bid shall be sealed and plainly marked "Bid No. 020917 FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by Thursday, March 16, 2017, 4:00 P.M. on the date specified herein, to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. No bids will be accepted after 4:00 P.M. AZ Time, Thursday, March 16, 2017. Bids will be opened at 4:00 P.M., Thursday, March 16, 2017.
- 4. Rejection of Bids -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.

Notification to Bidders continued...

- 5. <u>Arizona Contractor's License</u> 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.
- 6. <u>Bid Opening Information</u> "As Read" Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.

7. Request for Clarifications

Requests for clarification shall be made to Betty Hurst, Contracts Administrator at bhurst@gilacountyaz.gov in writing (phone: 928-402-4355, fax: 928-402-4386) submitted no later than 4:00 P.M., AZ time, on Thursday, March 09, 2017. A response will be issued to all plan holders no later than 4:00 P.M., AZ time, on Monday March 13, 2017.

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SPECIAL PROVISIONS FOR FOREST SERVICE ROAD NO. 512

ASPHALT PATCHING PROJECT

The proposed work is located in the northern part of Gila County. The work consists of removing existing asphalt, aggregate base and subgrade material and replacing the removed section with a new 3 inch asphalt concrete section on top of a 12 inch aggregate base course at various locations on Forest Service Road No. 512 - Cherry Creek Hill Area (see **APPENDIX A & B**). The total estimated quantity of area to be repaired is 915 square yards.

SPECIFICATIONS:

Reference is made to certain Standard Specifications developed by the Maricopa Association of Governments (MAG) and the Arizona Department of Transportation (ADOT). The following separate documents shall be used accordingly:

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008 and current revisions.

Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, 2015 Edition.

Wherever reference in the above cited Standard Specifications is made to ADOT it shall refer to Owner as defined in Section 101-02 herein these Special Provisions.

In the event of any conflict between these Special Provisions and the Standard Specifications, these Special Provisions shall prevail.

GENERAL REQUIREMENTS:

Fire Prevention:

If during the project fire restrictions are implemented the contractor shall be responsible for compliance with Tonto National Forest and Gila County fire prevention measures.

Contract Time:

Contractor shall complete all project work within 30 calendar days from the date the Contractor receives the Notice to Proceed from the County.

Construction Water

The Contractor shall obtain an adequate water supply and furnish all construction water for the work specified herein. There will be no separate measurement or direct payment for obtaining, furnishing and applying construction water. The cost being considered as included in the total cost of the contract.

SECTION 101 DEFINITIONS AND TERMS:

101-01 BLANK

101-02 DEFINITIONS:

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:

MAG. Maricopa Association of Governments.

ADOT. Arizona Department of Transportation

<u>ADOT STANDARD SPECIFICATIONS.</u> Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 2008.

ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

ASTM. The American Society for Testing and Materials.

AASHTO. The American Association of State Highway and Transportation Officials.

AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

BOARD OF SUPERVISORS. The Gila County Board of Supervisors acting under the authority of the laws of the State of Arizona.

CALENDAR DAY. Every day shown on the calendar.

<u>CERTIFIED FLAGGER.</u> An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state, to control traffic in a construction zone. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

<u>CHANGE ORDER.</u> A written order by the Engineer 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.

<u>CONSTRUCTION LIMITS.</u> Construction limits shall be defined as that area of the public right-of-way, easement or area shown on the construction plans to be disturbed as a part of the contract for this project.

CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the Contract form; the 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.

<u>CONTRACTOR'S ENGINEER.</u> The Arizona Registered Professional Civil Engineer, individual, partnership, firm, or corporation, duly authorized by Contractor to be responsible for engineering supervision, quality control and certification of the Contract work.

<u>DEPARTMENT.</u> The term Department in the ADOT Standard Specifications and supplements references the Arizona Department of Transportation. Department shall reference OWNER for this contract work.

ENGINEER. See OWNER.

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.

<u>INSPECTOR</u>. An authorized representative of the Owner's Engineer 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.

INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's Engineer 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's Engineer, 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.

LABORATORY. A testing laboratory as may be designated or approved by the Owner's Engineer 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 substance specified for use in the construction of the contract work.

<u>MUTCD.</u> The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration, 2003 Edition, with current revisions.

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.

<u>OWNER.</u> The term Owner shall mean the contracting agency signatory to the contract being Gila County or the "County".

<u>OWNER'S ENGINEER.</u> The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

<u>PAVEMENT.</u> The combined surface, base course, and sub base course, if any, considered as a single unit.

<u>PERFORMANCE BOND.</u> 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's Engineer, 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 for accomplishing specific tasks.

PROPOSAL (BID, BID 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.

<u>SPECIFICATIONS.</u> 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 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, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

SUBGRADE. The soil that forms the pavement foundation.

<u>SUPERINTENDENT.</u> 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's Engineer, and who shall supervise and direct the construction.

<u>SUPPLEMENTAL AGREEMENT.</u> 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.

<u>WORK.</u> 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 Owners Engineer, 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 Owners Engineer, the Contractor shall reimburse the County for all overtime hours.

<u>OVERTIME HOURS.</u> Any and all hours worked which are other than a normal work week. Contractor must give prior written notification to the Owners Engineer, 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.

<u>OWNER'S INSPECTOR'S OVERTIME PAY.</u> 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.

SUBSTANTIAL COMPLETION. Per Section 105.19 of the ADOT Standard Specifications unless modified herein.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102-01 THRU 102-03 BLANK

102-04 CONTENTS OF PROPOSAL FORMS:

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to 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.

102-05 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.

102-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES:

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities

of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) without in any way invalidating the unit bid prices.

102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

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's Engineer 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.

102-08 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. 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.

102-09 BLANK

102-10 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.

102-11 DELIVERY OF PROPOSAL:

Each 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 advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

102-12 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.

102-13 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.

102-14 BLANK

102-15 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.

102-GC1 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 102-05.
- (d) Failure to submit all required official bid forms.

102-GC2 PROTESTS:

Only other bidders 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 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 Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

SECTION 103 AWARD AND EXECUTION OF CONTRACT:

103-01 CONSIDERATION OF PROPOSALS:

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

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 102-10.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 102-GC1.

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.

103-02 THRU 103-03 BLANK

103-04 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.

103-05 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 103-GC1.

103-06 RETURN OF PROPOSAL GUARANTY:

All proposal guaranties, except those of the two (2) 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 103-01. 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 103-07.

103-07 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. §

103-08 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 103-07, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 107-14, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

103-GC1 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.

103-09 FAILURE TO EXECUTE CONTRACT:

Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 103-08 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 103-07 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.

This agreement is subject to cancellation pursuant to A.R.S. §38-511.

SECTION 104 SCOPE OF WORK:

104-01 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.

104-02(A) ALTERATION OF WORK AND QUANTITIES:

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's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

104-02(B) OMITTED ITEMS:

The Owner's Engineer 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 PAYMENT FOR OMITTED ITEMS of Section 109-05.

104-02(C) 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 prices 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 Engineer's opinion, is necessary for completion of such extra work.

When determined by the Owner's Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 109-04.

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 as a SUPPLEMENTAL AGREEMENT.

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.

104-03 DISPUTE & RESOLUTION:

Initial Notification & Dispute of Resolution: As required by these Specifications or any time the Contractor believes the action or decision of the County, lack of action by the County, or for some other reason will result in or necessitate the revision of the Contract, the County Engineer must be notified immediately. If within two (2) working days the identified issue has not been resolved between the Contractor and the County, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the County Engineer will proceed in accordance with MAG Uniform Standard Specifications Subsection 104.2. In addition to proceeding in accordance with

Subsection 104.2, the Contractor and the County must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in accordance with MAG Specs Subsection 110.2.2 Dispute Resolution.

Process for Dispute Resolution: If the Contractor rejects the decision of the County according to Subsection 110.2.2(B), the Contractor may begin the Administration Process to resolve the dispute. All dispute resolutions shall be handled in accordance with MAG Spec's Subsection 110.3, Administrative Process for Dispute Resolution.

The administrative process for the resolution of disputes is sequential in nature and is composed of the following levels: Level I (County Project Manager), Level II (County Engineer, Level III (Public Works Director).

The provision set forth in *Subsection 110.2* is a contractual obligation assumed by the Contractor in executing the Contract. It is understood that the Contractor will be forever barred from recovering against the County if the Contractor fails to give notice of any act or failure to act, by the County, or the happening of any event, thing, or occurrence, in accordance with *Subsection 104.2*, Alteration of Work.

Dispute Review Board: If the Dispute Review Board is utilized as prescribed in *Subsection 110.3.3*, the County Engineer shall be notified within thirty (30) days after the Level III Representative decision. The Dispute Review Board is a three (3) member board independent of the parties involved in the issue. The County and Contractor shall each select a member for this board. The third (3rd) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contact time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

104-04 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.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic.

The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the MUTCD, unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of pedestrian and vehicular traffic as specified in this subsection.

104-05 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK:

Should the Contractor encounter any materials such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

- (a) Use such material in another contract item, providing such use is approved by the Owner's Engineer and is in conformance with the contract specifications applicable to such use; or,
- (b) Remove such material from the site, upon written approval of the Owner's Engineer; or,
- (c) Use such material for his own temporary construction on site; or,
- (d) Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option (a), (b), or (c), he shall request the Owner's Engineer's approval in advance of such use. Should the Owner's Engineer approve the Contractor's request to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Owner's Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any materials, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

104-08 PREVENTION OF AIR AND NOISE POLLUTION: Per Section 104.08 of the ADOT Standard Specifications unless modified herein.

104-09 PROTECTION OF LANDSCAPE DEFACEMENT; PROTECTION OF STREAMS, LAKES AND RESERVOIRS: Per Section 104.09 of the ADOT Standard Specifications unless modified herein.

104-10 CONTRACTOR'S RESPONSIBILITY FOR WORK:

Until the Owner's Engineer'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 105-20(A), 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. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense.

104-11 thru 104-13 BLANK

104-14 FINAL CLEAN UP:

Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Owner's Engineer.

SECTION 105 CONTROL OF WORK:

105-01 AUTHORITY OF THE OWNER'S ENGINEER:

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 Engineer's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. He 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 Engineer's certifications on amounts, quality of 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.

105-02 THRU 105-03 BLANK

105-04 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's Engineer.

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 to the Contractor 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 Contractor's Engineer, 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's 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.

105-05 BLANK

105-06 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 or conflict, the order in which they govern shall be as follows:

- (A) Supplemental Agreements
- (B) Special Provisions
- (C) Project Plans
- (D) Standard Drawings
- (E) Standard Specifications

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.

105-07 COOPERATION OF CONTRACTOR: Per Section 105.07 of the ADOT Standard Specifications unless modified herein.

105-08 COOPERATION WITH UTILITY COMPANIES: Per Section 105.08 of the ADOT Standard Specifications unless modified herein.

105-09 COOPERATION BETWEEN CONTRACTORS: Per Section 105.09 of the ADOT Standard Specifications unless modified herein.

105-10 CONSTRUCTION STAKES, LINES AND GRADES: Per Section 105.10 of the ADOT Standard Specifications unless modified herein.

105-11 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's Engineer for his decision.

105-12 INSPECTION OF WORK: Per Section 105.12 of the ADOT Standard Specifications unless modified herein.

105-13 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 105-04.

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 104-10.

No work shall be done without lines and grades having been given by the Contractor's Engineer and authorized by the Owner. 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.

105-14 LOAD RESTRICTIONS: Per Section 105.14 of the ADOT Standard Specifications unless modified herein.

105-15 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.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

105-16 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 105-15, 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's 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.

105-17 BLANK

105-18 OPENING SECTIONS OF THE WORK TO TRAFFIC:

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 as described below:

Upon completion of any portion of the work listed above, with certification of the work by the Contractor's Engineer, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 105-20(A).

No portion of the work may be opened by the Contractor for public use until ordered by the Owner's Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner's Engineer, such portion of the work is in an acceptable condition to support the intended traffic. 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 traffic 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.

105-19 BLANK

105-20 ACCEPTANCE:

(A) 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 unit has been satisfactorily completed in compliance with the contract, and certified to be in compliance by the Contractor's Engineer, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

(B) FINAL ACCEPTANCE:

Upon due notice from the Contractor of presumptive completion of the entire project, and certification of completion and compliance to the approved plans by the Contractor's Engineer, the 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, and recertification by the Contractor's Engineer, 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.

105-GC1 CONSTRUCTION SCHEDULE:

Prior to commencement of the work the Contractor shall prepare and submit to the Owner for review, a written schedule covering the general sequence of the work to be performed on a biweekly basis. The work schedule, after review and acceptance by the Owner, shall not be changed without the written consent of the Owner. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract.

105-GC2 NEGOTIATIONS:

It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

(a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

- (a) Competence and responsibility of Bidder.
- (b) Qualifications and experience of Bidder.
- (c) Past performance of Bidder.
- (d) Conformity with bidding requirements and general considerations.
- (e) Record of timely completion of punch lists on past projects.

Negotiations With Individual Contractors: Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

- (a) Any response to a request for clarification of a bid shall be in writing.
- (b) The Public Works Division shall keep a record of all negotiations.

For the purpose of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

(a) Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and/or

- Contract Award.
- (b) Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

(a) A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful bidder. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

105-21 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 10 calendar days, submit his written claim, along with certification by the Contractor's Engineer, to the Owner for consideration in accordance with local laws or ordinances.

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.

SECTION 106 CONTROL OF MATERIAL: Per Section 106 of the ADOT Standard Specifications unless modified herein.

106.04(A) General: the fourth and fifth paragraphs of the Standard Specifications are revised to read:

The sampling, testing, and acceptance of materials shall be in accordance with the requirements of the specifications, in conjunction with the following:

- The ADOT Materials Testing Manual.
- The ADOT Materials Policy and Procedure Directives Manual.
- Applicable Federal, AASHTO, or ASTM specifications or test designations.
- Applicable specifications or test designations of other nationally recognized organizations.

Unless otherwise specified, whenever a reference is made to an Arizona Test Method or an ADOT Materials Policy and Procedure Directive, it shall mean the test method or policy and procedure directive in effect on the bid opening date.

106.04(C)(2) Quality Control Laboratory: the first paragraph is revised to read:

All field and laboratory sampling and testing shall be performed by a laboratory or laboratories approved by the Department. The requirements for approval of laboratories are specified in ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories". Approved laboratories, and the test methods for which they are approved to perform, are listed in the "ADOT Directory of Approved Materials Testing Laboratories". Approved test methods listed in the "ADOT Directory of Approved Materials Testing Laboratories" do not include field sampling and testing procedures. When field sampling and testing procedures are performed, the appropriate valid Arizona Technical Testing Institute (ATTI) and/or American Concrete Institute (ACI) certification(s) are required. ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories" and the "ADOT Directory of Approved Materials Testing Laboratories" may be obtained on the internet from the ADOT Materials Quality Assurance Section website.

106.04(C)(6) Weekly Quality Control Reports: of the Standard Specifications is revised to read: The contractor shall submit Weekly Quality Control Reports to the Engineer. The weekly reports shall be complete and accurate, and shall state the types of work which have been performed during the report period. The report shall also include the process control measures taken to assure quality. The report shall provide sample identification information for materials tested during the report period, including sample number, date sampled, sample location, first and last name of person obtaining sample, and original source of material. The report shall also provide the results for all required tests and any retests, corrective actions, and other information relevant to quality control. The report shall include daily diaries for each day of testing, a weekly summary, the ADOT TRACS number, and the testing laboratory's project identification number.

Except as stated in the following paragraph, the weekly quality control report shall be prepared using standard forms provided by the Department. The standard forms are available on the Department's website at www.azdot.gov. After accessing the Department's website, select "Business", "Engineering and Construction", "Construction", "Contractors' Information", "Forms and Documents", and then "Weekly Quality Control Forms". Except for the daily diaries, all documentation and information required on the forms shall be typed. Daily diaries may be hand-written if acceptable to the Engineer. The weekly report shall be submitted to the Engineer in paper form with a transmittal letter signed by the contractor's quality control manager.

In lieu of using the standard weekly quality control forms available on the Department's website, the contractor or testing laboratory may prepare the weekly report using proprietary or other software, if acceptable to the Engineer, provided that all required information is included, the format is comparable to the Department's standard format, and the report is submitted in paper form with the required transmittal letter.

The report period shall end at midnight of each Friday, and the report shall be submitted to the Engineer no later than 5:00 p.m. of the following Wednesday. The Engineer will verify that the report is timely, complete and accurate.

Reports that are not submitted by the above-referenced deadline shall be considered delinquent. Reports that are submitted by the above-referenced deadline, but are not

complete and accurate, shall also be considered delinquent. In either case monies shall be deducted from the contractor's monthly estimate in accordance with the requirements for Contractor Quality Control, as specified in these special provisions.

106.05 Certificates: of the Standard Specifications is revised to read:

(A) General:

The contractor shall submit to the Engineer an original or copy of either a Certificate of Compliance or a Certificate of Analysis, as required, prior to the use of any materials or manufactured assemblies for which the specifications require that such a certificate be furnished.

Certificates shall be specifically identified as either a "Certificate of Compliance" or a "Certificate of Analysis".

The Engineer may permit the use of certain materials or manufactured assemblies prior to, or without, sampling and testing if accompanied by a Certificate of Compliance or Certificate of Analysis, as herein specified. Materials or manufactured assemblies for which a certificate is furnished may be sampled and tested at any time, and, if found not in conformity with the requirements of the plans and the specifications, will be subject to rejection, whether in place or not.

Certificates of Compliance and Certificates of Analysis shall comply with the requirements specified herein, the ADOT Materials Testing Manual, and applicable ADOT Materials Policy and Procedure Directives.

(B) Certificate of Compliance:

A Certificate of Compliance shall be submitted on the manufacturers or suppliers official letterhead, and shall contain the following information:

- (1) The current name, address, and phone number of the manufacturer or supplier of the material.
- (2) A description of the material supplied.
- (3) Quantity of material represented by the certificate.
- (4) Means of material identification, such as label, lot number, or marking.
- (5) A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
- (6) A statement that the individual identified in item seven below has the legal authority to bind the manufacturer or the supplier of the material.
- (7) The name, title, and signature of the responsible individual. The date of the signature shall also be given.

Each of the first six items specified above shall be completed prior to the signing of the certificate as defined in item seven. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations of a clarifying nature, such as project number, contractor, or

quantity shipped are acceptable, provided the basic requirements of the certificate are not affected.

A copy or facsimile reproduction of the original certificate will be acceptable; however, the original certificate shall be made available upon request.

(C) Certificate of Analysis:

A Certificate of Analysis shall include all the information required for a Certificate of Compliance and, in addition, shall include the results of all tests required by the specifications.

106.15 Domestic Materials and Products:

Steel and iron materials and products used on all projects shall comply with the current "Buy America" requirements of 23 CFR 635.410.

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either one-tenth of one percent of the total (final) contract cost or \$2,500, whichever is greater.

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

The requirements specified herein shall only apply to steel and iron products permanently incorporated into the project. "Buy America" provisions do not apply to temporary steel items, such as sheet piling, temporary bridges, steel scaffolding and falsework, or to materials which remain in place at the contractor's convenience.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

107-01 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 Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

107-02 PERMITS, LICENSES, AND TAXES: Per Section 107.02 of the ADOT Standard Specifications unless modified herein.

Before the Contractor or any subcontractor begins work the Contractor must apply for and obtain a Right of Way (ROW) use permit from the Gila County Public Works Engineering Department. A ROW permit application can be obtained at either the Globe or Payson Public Works office or from the Gila County website at the following link http://www.gilacountyaz.gov/government/public works/engineering/index.php. A traffic control plan applicable to the work being performed and in accordance with MUTCD standards must be attached to the permit application when submitted. Gila County will waive the fee for the ROW permit.

107-03 PATENTED DEVICES, MATERIALS, AND PROCESSES: Per Section 107.03 of the ADOT Standard Specifications unless modified herein.

107-04 THRU 107-06 BLANK

107-07 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. Contractor is responsible for supplying toilet and hand washing facilities at work site.

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.

Before the Contractor or any subcontractor begins work on the project they must read the Gila County Public Works Division Safety & Loss Control booklet and sign an acknowledgement form.

<u>Contractor Safety Tailgate Meetings:</u> Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

<u>Accident/Injury Procedure:</u> Contractor shall contact the Owner and the Gila County Risk Management Division within twenty-four (24) hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

<u>Unsafe Acts:</u> Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

<u>Safety Audits:</u> The County reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the County shall be notified should any OSHA inspection occur at a County job site.

107-08 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. Under all circumstances, safety shall be the most important consideration.

All work shall be performed by Federal OSHA Standards.

The Contractor shall maintain the free and unobstructed movement of 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 104-04 hereinbefore specified.

107-09 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 MUTCD.

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's Engineer.

107-10 BLANK

107-11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE: Per Section 107.11 of the ADOT Standard Specifications unless modified herein.

107-12 BLANK

107-13 RESPONSIBILITY FOR DAMAGE CLAIMS:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages,

or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's 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.

107-14 CONTRACTOR'S INSURANCE:

Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. 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.

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's Engineer 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's Engineer. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed \$500 for any one accident or occurrence excluding bodily injury.

In addition to statutory Worker's Compensation insurance, the Contractor, with respect to all operations performed by himself or his subcontractors, shall have in force regular public liability insurance in not less than the following amount: \$2,000,000 Combined Single Limit of Liability per Occurrence.

Such insurance shall include, but not be limited to, coverage for underground damage to facilities because of drilling and excavating with mechanical equipment, and for collapse of or structural injury to structures or utilities because of blasting or explosion, excavation, tunneling, pile driving, cofferdam work or demolition.

With respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, the Contractor shall have in force automobile liability insurance in not less than the following amount: \$2,000,000 Combined Single Limit of Liability per Occurrence.

107-GC1 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.

107-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(A) General:

The contractor's attention is directed to the requirements of Arizona Revised Statutes Section 40-360.21 through .29 requiring all parties excavating in public streets, alleys or utility easements to first secure the location of all underground facilities in the vicinity of the excavation.

The contractor shall contact the owners of the various utilities prior to the start of construction and shall obtain from them any information pertaining to existing utilities that will either supplement information shown on the project plans or will correct any such information that may be incorrect. The contractor shall furnish the Engineer with evidence that the contractor has contacted the utility companies. Such evidence shall be submitted at the preconstruction conference, and shall include a copy of the information received from each utility as a result of such contacts.

If the contractor learns from either the owner of the utility or from any other source of the existence and location of properties of railway, telegraph, telephone, fiber optics cable, water, sewer, septic tanks or systems, electric, gas and cable television companies either omitted from or shown incorrectly on the project plans, the contractor shall immediately notify the Engineer and shall not disturb the utilities. Relocation or adjustment of such utilities, if deemed necessary, will be either performed by others or shall be performed by the contractor in accordance with the provisions of Subsection 104-02(C).

The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum and that services rendered by these parties will not be unnecessarily interrupted.

Temporary or permanent relocation or adjustment of any utility line or service connection desired by the contractor for its convenience shall be its responsibility. The contractor shall obtain the approval of both the Engineer and the utility company and upon approval shall make all necessary arrangements with the utility company and shall bear all costs in connection with such relocation or adjustment. The contractor shall also submit a Sewer Discharge Prevention Plan, as specified in Subsection 107-15(C)(1), describing each anticipated relocation or adjustment involving existing sanitary sewer lines. No work on a particular facility shall begin until all approvals for that facility have been received.

(B) Contractor Qualifications for Water and Sewer Lines:

Breakage of active sanitary sewer lines may result in the potential spread of disease, contamination of the site and any adjacent bodies of water, and other hazards to the public. Substantial cleanup costs may be associated with such breakage, as well as possible major civil and/or criminal penalties. Therefore, the Engineer will closely consider the qualifications of any personnel proposed by the contractor to oversee or perform work involving active sanitary sewer lines. The contractor shall not assume that the personnel assigned to perform such work

will be acceptable to the Department merely because they meet the experience requirements listed herein.

The contractor, or the subcontracting firm assigned to perform the water and sewer work, shall have a minimum of five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements.

In addition, the key personnel assigned by the contractor to perform any work on water or sewer lines, whether from the prime contractor or a subcontracting firm, shall also have at least five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements. A minimum of two such people shall be designated by the contractor. The designated personnel may have the title of foreman or superintendent; however, at least one of these people shall be present at all times at the location of any work being performed at or near an active sanitary sewer line.

For both the firm and the key personnel, the experience shall include working with and around water and sewer utility lines that are in service. The contractor shall submit the following documentation to the Engineer for review and approval:

- (1) A list indicating that the designated key project personnel have at least five years of applicable experience, as specified above. The list shall be accompanied with resumes for each of the key people. The resumes shall include the following information, and demonstrate compliance with the specified requirements:
 - (a) Detailed relevant experience for a minimum of two projects, including project description, date of work, actual work performed by the individual, and references (a minimum of one for each project).
 - (b) Level of applicable formal training.
 - (c) Number of years of relevant experience in performing like construction.
- (2) A list of water and sewer construction projects completed by the firm performing the water or sewer work, as specified above, indicating a minimum of five years of applicable experience. Include the dates of work, type of work, description of the project, amount of work performed by the contractor/subcontractor, and the name and phone number of a contact with the owning company or agency for which the work was completed.
- (3) List of equipment that will be used for this project. The list shall include, as a minimum, equipment type, date of manufacture, and if contractor-owned or rented.
- (4) A list of all violations and citations in the past five years of applicable water and wastewater laws and statutes for both the prime contractor and the subcontractor responsible for the utility work.

The contractor shall submit this documentation to the Engineer for approval at least 21 calendar days prior to any anticipated work involving active sanitary sewer lines, whether new or existing.

(C) Protection of Existing Utility Lines:

At points where the contractor's operations are adjacent to right-of-way properties or easements for railway, telegraph, telephone, water, sewer, electric, gas and cable television companies, hereinafter referred to as utilities, or are adjacent to other facilities and property, damage to which might result in considerable expense, loss, inconvenience, injury or death, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The exact locations and depths of all utilities that are underground or the location of those on or near the surface of the ground which are not readily visible shall be determined. Such locations shall be marked in such a manner so that all workmen or equipment operators will be thoroughly apprised of their existence and location. It will be the contractor's responsibility to see that every effort possible has been made to acquaint those actually involved in working near utilities not only with the type, size, location and depth, but with the consequences that might follow any disturbance. No trenching or similar operation shall be commenced until the Engineer is satisfied that every possible effort has been taken by the contractor to protect utilities.

The contractor shall coordinate with others working near new or existing sewer lines or other utilities on the procedures to be followed to prevent damaging of these utilities.

(1) Sewage Discharge Prevention Plan (SDPP):

For any work which may impact active sanitary sewer pipes, whether new or existing, the contractor shall prepare a Sewage Discharge Prevention Plan (SDPP) which shall describe the contractor's procedures and work plan for such lines. The Sewage Discharge Prevention Plan shall also describe the precautions that the contractor shall take to prevent unplanned breakage or spills, and the procedure which the contractor shall follow if breakage or a spill occurs.

The contractor's method of work described in the SDPP shall ensure that any work done in or near any active sewer line is performed in a safe and controlled manner resulting in no accidental discharges. As a minimum, the contractor's equipment and procedures shall be appropriate for the intended work, and shall conform to standard industry practices.

The SDPP shall include information, as specified below, for all portions of the project which involve the following work activities, and for any other element of work which may involve contact with an active sanitary sewer line:

- Interrupt, divert, relocate, plug, or abandon a sewer line or service connection, or
- Brace, or tie into a sewer line or service connection.

Construction activities in the vicinity of active sanitary sewer lines or service connections shall also be included in the SDPP if any of the following conditions exist:

- (1) Any work crossing beneath the pipe, at any angle, regardless of vertical separation.
- (2) Any work crossing over the pipe, at any angle, within two feet of the top of pipe.
- (3) Work located parallel to the pipe within the following areas:
 - (a) For the area from the bottom of the pipe to two feet above the top of the pipe, any work within two feet horizontally of the pipe wall.
 - (b) For the area below the bottom of the pipe, any work located below an imaginary line beginning at the pipe spring line and progressing downward at a slope of 1.5 feet vertically to 1.0 feet horizontally.

The contractor's Sewage Discharge Prevention Plan shall address each of the items tabulated below, as applicable, for every location where construction activity will involve an active sanitary sewer line.

(2) Required Elements of the Sewage Discharge Prevention Plan:

The following elements shall be addressed in the SDPP:

- (a) Describe the proposed work in general, including the reasons for the work, scope, objectives, locations, dates, and estimated times the work will be conducted. Include project plan sheets detailing the proposed work, and indicating the peak flowrates of active sewer lines, determined as specified.
- (b) For all existing sanitary sewer pipes, determine whether the lines are active or abandoned, and the peak flowrates of lines in service, as provided by the owner of the utility.
- (c) List the key personnel (crew foreman, superintendent, and manager) and field office that are proposed to perform the work (include phone numbers).
- (d) Describe the work in step-by-step detail for each location, including excavation plans and how both the new and existing structures and utilities will be identified and protected.
- (e) Provide a detailed listing of any hardware, fittings, pipe plugs, flex couplings, tools, and materials needed to accomplish the work, and note the status of these items (on-hand, to-be-fabricated, on-order with expected delivery date, etc.). Include any manufacturer's specifications or recommendations, especially for any pipe plugs, sewer line fittings, and patching materials.
- (f) List all major equipment to be used to perform the work. Include in this item any pumps that will be used to perform the work and the rated capacity of the pumps at the anticipated suction head.

- (g) List all equipment to be used in the event of an unplanned release and specify how the equipment will be used. The locations of standby pumps shall be specified in this item. The plan shall indicate that all standby equipment to be used in the event of an unplanned discharge can be delivered to the site and put into service within two hours of identification of any unplanned flow.
- (h) List the safety equipment to be used, and describe any unique safety procedures. Cite the applicable OSHA standards covering the work.
- (i) Describe any contingency plans the contractor will implement in the event of unplanned releases and/or damage to existing facilities. List all personnel and subcontractors that will be responsible for responding to unplanned releases or damaged lines. Provide qualifications for all such personnel and subcontractors, including education, formal training, and relevant experience.
- (j) Describe how the public will be protected during the work, and include or cite any applicable traffic control plans.
- (k) Describe the quality control procedures that will be used in the field.
- (I) Discuss how temporary plugs or flow control devices will be secured, monitored, and removed.

The SDPP shall be in written form, and shall include any diagrams or sketches necessary for clarity. When possible, diagrams and sketches should be shown using the applicable project plan sheets.

The contractor shall modify the SDPP as necessary throughout the project to include any new or revised information relevant to the items listed above. The contractor shall resubmit the revised SDPP to the Engineer for approval in each case.

(3) Sewage Discharge Prevention Plan Approval:

The SDPP shall be submitted to the Engineer at least 21 calendar days before any work involving an active sewer line is to be done. The Engineer will review the plan, solicit comments from the owner/operator of the sewer line, and return the plan to the contractor within 14 calendar days from original submittal.

No work involving active sanitary sewer lines shall be done until a final SDPP meeting all the requirements specified in Subsection 107-15(C)(2) has been approved by the Engineer.

Approval of the contractor's Sewage Discharge Prevention Plans, personnel, or construction methods and operation shall not relieve the contractor from its responsibility to safely perform the work included in this contract, nor from its liability for damage resulting, either directly or indirectly, from its work performed under this contract.

(D) Service Connections:

(1) General:

In the event of interruption to water, sewer, or utility services as a result of accidental breakage or as a result of lines being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. When service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

(2) Unidentified Water and Sewer Connections:

The contractor shall protect unidentified, undamaged water or sewer service connections encountered during excavation. The contractor shall immediately notify the Engineer when an unidentified service connection is encountered.

The contractor shall immediately repair unidentified water or sewer service connections that are damaged during excavation. Any damaged service connections shall be reported to the Engineer, including all remedial actions taken.

(E) Repairing Damaged Lines:

When the operations of the contractor result in damage to any utility line or service connection, the location of which has been brought to the contractor's attention, the contractor shall assume full responsibility for such damage.

Should an unplanned breakage occur in an active sewer line as a result of the contractor's operations, the contractor shall immediately notify the Engineer, and begin repairs to halt any flows and restore normal service, in accordance with the procedures described in the approved Sewage Discharge Prevention Plan. The contractor shall also immediately notify the affected utility company and the appropriate regulatory agencies. The contractor shall be responsible for repairing the damaged pipe, restoring any interruptions in service, and cleaning up the affected areas within 24 hours of the beginning of the spill. Sewage discharge damage assessments, as specified in Subsection 107-15(F), will be charged to the contractor for any unplanned breakage which results in a discharge.

The contractor shall be responsible to repair any breakage, in accordance with requirements of the broken line's owner/operator, and clean up the site per applicable codes and regulations of the Environmental Protection Agency, OSHA, Arizona Department of Environmental Quality (ADEQ), and all other agencies' specifications, at no additional cost to the Department.

(F) Sewage Discharge Damage Assessments:

The Department will assess liquidated damages in accordance with the Table 1 below for each 24-hour period, or portion thereof, for each unplanned breakage that occurs in an active sanitary sewer line as a result of the contractor's operation. The rate of liquidated damages assessed is based on the type and quantity of effluent discharged as determined by the Engineer.

These liquidated damages do not relieve the contractor from any of its responsibilities under the contract, including any liquidated damages that may be assessed under Subsection 108.09 for late completion of the project.

Liquidated damages assessed by the Department will be independent of any penalties imposed by others.

The contractor acknowledges that Regulatory agencies may assess or impose civil or criminal penalties on the contractor resulting from sewer discharges.

The Department will not be responsible for any civil or criminal penalties, fines, damages, or other charges imposed on the contractor by any regulatory agency or court for sewage discharges that are a result, directly or indirectly, of the contractor's work performed under this contract.

Table 1				
Liquidated Damages (each 24 hour period, or portion thereof)				
Less than 10,000 gallons	\$5,000.00	\$1,000.00		
10,000-99,999 gallons	\$10,000.00	\$2,000.00		
100,000-1 million gallons	\$25,000.00	\$3,000.00		
Greater than 1 million gallons	\$40,000.00	\$5,000.00		

Liquidated damages shall be assessed for each 24 hour period, or portion thereof, until the contractor has completed all of the following tasks:

- (A) Stopped the discharge.
- (B) Repaired the damaged pipe.
- (C) Restored normal service.
- (D) Fully cleaned and disinfected the site to the satisfaction of the Engineer.

REDUCTION OF LIQUIDATED DAMAGES: Upon completion of tasks A, B, and C above, and prior to completion of Task D, the liquidated damages assessed for the current 24-hour period shall be at the rate shown in Table 1. However, for each subsequent 24-hour period, the assessment will be one half of the rate shown in Table 1.

Damages will continue at the reduced rate until the site has been fully cleaned and disinfected to the satisfaction of the Engineer.

As an example, the amounts assessed each 24-hour period for an unplanned discharge of 20,000 gallons of raw sewage, in which the contractor completes tasks A, B, and C within the

second 24-hour period but does not complete full cleanup until the third 24-hour period, will be as follows:

First 24-hour period: \$10,000.00

Second 24-hour period: \$10,000.00

Third 24-hour period: \$5,000.00

For this example, the total liquidated damage assessment will be \$25,000.00 (\$10,000 + \$10,000 + \$5,000).

107-16 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's Engineer, 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.

107-17 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.

SECTION 108 PROSECUTION AND PROGRESS:

108-01 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's Engineer. 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 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 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's Engineer.

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's Engineer

108-02 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's Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Owner's Engineer at least two (2) work days in advance of the time actual construction operations will begin.

108-03 BLANK

108-04 PROSECUTION AND PROGRESS:

The Contractor shall submit his progress schedule for the Owner's Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner's Engineer, 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 proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's Engineer'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. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner's Engineer at least twenty-four (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.

108-05 LIMITATION OF OPERATIONS: Per Section 108.05 of the ADOT Standard Specifications unless modified herein.

108-06 CHARACTER OF WORKERS: Per Section 108.06 of the ADOT Standard Specifications unless modified herein.

108-07 METHODS AND EQUIPMENT: Per Section 108.07 of the ADOT Standard Specifications unless modified herein.

108-GC1 TEMPORARY SUSPENSION OF THE WORK:

The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to 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's Engineer, 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 Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. 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 and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

108-08 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 WORKING DAYS shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during

the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK (104-02(C)).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 105-20(B).
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 102-06.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

(b) 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 Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

(c) 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's Engineer 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's Engineer 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.

108-09 FAILURE TO COMPLETE ON TIME:

For each calendar day or working 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 108-08 the sum specified in the contract and 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.

108-10 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 (108-02)"; 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 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's Engineer 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 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer 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's Engineer 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.

108-GC2 TERMINATION OF CONTRACT 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 number of units or items of 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's Engineer.

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 109 MEASUREMENT AND PAYMENT:

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and/or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.
- F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
- G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Owner's Engineer shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory

progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

109-01 MEASUREMENT OF QUANTITIES: Per Section 109.01 of the ADOT Standard Specifications unless modified herein.

109-02 SCOPE OF PAYMENT:

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 107-17.

When the "basis of payment" subsection of a specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

109-03 COMPENSATION FOR ALTERED QUANTITIES:

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

109-04 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK:

Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 104-02(C), will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work requiring that it be done by force account, such force account shall be measured and paid for as follows:

(a) <u>Labor</u>. For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before beginning the work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. An amount equal to 15 percent of the sum of the above items will also be paid the Contractor.

- (b) <u>Insurance and Taxes</u>. For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work the Contractor shall receive the actual cost, to which cost (sum) 5 percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.
- (c) <u>Materials</u>. For materials accepted by the Owner's Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost (sum) 15 percent will be added.
- (d) <u>Equipment</u>. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Owner's Engineer, the Contractor shall receive the rental rates in the current <u>"Blue Book for Construction Equipment"</u>.
- (e) <u>Miscellaneous</u>. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (f) <u>Comparison of Records</u>. The Contractor and the Owner's Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and Owner's Engineer or their duly authorized representatives.
- (g) <u>Statements</u>. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
 - (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
 - (3) Quantities of material, prices, and extensions:
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

109-05 PAYMENT FOR OMITTED ITEMS:

As specified in the subsection titled OMITTED ITEMS of Section 104-02(B), the Owner's Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Owner's Engineer omit to order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Owner's Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the contract or delivered on the work prior to the date of the Owner's Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

109-06 THRU 109-08 BLANK

109-09 ACCEPTANCE AND FINAL PAYMENT:

When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 105-20(B), the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 105-21.

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 105-21 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

202-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for the removal of structures and obstructions.

202-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for the removal of structures and obstructions shall be considered as included in the total contract cost.

Full compensation for any saw cutting necessary to perform the construction operations specified herein shall be considered as included in the total contract cost.

SECTION 205 GRADING ROADWAY FOR PAVEMENT:

Grading roadway for pavement shall be in accordance with Section 205 of the ADOT Standard Specifications unless modified herein.

205-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for grading roadway for pavement.

205-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for grading roadway for pavement shall be considered as included in the total contract cost.

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

See APPENDIX A for aggregate base course placement locations

303-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for aggregate base course.

303-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for aggregate base course shall be considered as included in the total contract cost.

SECTION 404 BITUMINOUS TREATMENTS:

Bituminous Treatments shall be in accordance with Section 404 of the ADOT Standard Specifications unless modified herein.

404-3.12 Tack Coat: of the Standard Specifications is revised to read:

Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between layers of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The bituminous material used for tack coat shall conform to the requirements of Section 1005.

The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Type of	Approximate Tack Coat Application Rates: Gallons / Square Yard		Payment
Bituminous Material	Prior to Placing ACFC or AR-ACFC	All Other Tack Coats	Factor
Emulsified Asphalt (Special Type) – See Note Below.	Not Allowed	0.12	0.7
Emulsified Asphalt (Other than Special Type)	0.08	0.08	1.0
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0

Note: Emulsified Asphalt (Special Type) shall consist of Type SS-1 or CSS-1 emulsified asphalt diluted with water to provide an asphalt content of not less than 26 percent.

If emulsified asphalt of any type is used, it shall have broken before the bituminous mixture is placed.

If emulsified asphalt of any type is held overnight, it shall be reheated and agitated prior to further application.

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete

(asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

404-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for bituminous treatments.

404-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for bituminous treatments shall be considered as included in the total contract cost.

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):

Asphaltic Concrete Pavement shall be in accordance with Section 409 of the ADOT Standard Specifications except as modified herein.

409-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the requirements of these specifications, and as directed by the Engineer.

The contractor shall acquire and make all arrangements for a source or sources of material, furnish a mix design which will meet the design criteria specified hereinafter, and provide all the equipment, materials, and labor necessary to complete the work.

See **APPENDIX A** for asphalt concrete placement locations.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be **PG 64-22**.

409-2.03 Mineral Admixture: the last paragraph of the Standard Specifications is revised to read:

The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

409-2.04 Mix Design: the third and fourth paragraphs of the Standard Specifications are revised to read:

The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

The mix design shall be prepared by a mix design laboratory that has met the requirements of the Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories".

The contractor may propose the use of a mix design that has been developed for a previous project. The proposed mix design shall meet the requirements of these specifications. The contractor shall provide evidence that the type and source of bituminous material, the type of mineral admixture, and the source and methods of producing mineral aggregate have not changed since the formulation of the previous mix design. The contractor shall also provide current test results for all specified characteristics of the mineral aggregate proposed for use. The Engineer will determine if the previously used mix design is suitable for the intended use and if the previous use of the mix design was satisfactory to the Department. The Engineer will either approve or disapprove the proposed mix design. Should the Engineer disapprove the use of the previously used mix design, the contractor shall prepare and submit a new mix design proposal in accordance with the requirements of these specifications.

A previously used mix design older than two years from the date it was formulated, sealed, signed, and dated shall not be allowed for use. Once approved for use on a project, a previously used mix design may be used for the duration of that project.

409-2.04 Mix Design: the last two paragraphs of the Standard Specifications are revised to read:

The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Crite	ria	Requirement	Arizona Test Method
1.	Voids in Mineral Aggregate: %, Range	14.5 – 18.5	815
2.	Effective Voids: %, Range	5.3 – 5.7	815
3.	Absorbed Asphalt: %, Range	0 – 1.0	815

The Engineer reserves the right to adjust the asphalt content during production from the mix design value without additional compensation to the contractor in order to obtain desirable effective voids.

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read: Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

409-3.01 General: the ninth, tenth, eleventh, and twelfth paragraphs of the Standard Specifications are revised to read:

All wheels and tires of compactors and other equipment surfaces shall be treated when necessary with a release agent approved by the Engineer in order to prevent the sticking of asphaltic concrete. Release agents which degrade, dissolve, or in any way damage the bituminous material shall not be used. Diesel fuel shall not be used as a release agent.

Asphaltic concrete immediately behind the laydown machine shall be in a thoroughly mixed, free-flowing, and workable condition, be free of lumps and crusts, and have a minimum temperature of 275 degrees F.

All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Engineer deems the use of self-propelled paving machines impractical.

The speed of the paving machine shall be coordinated with the production of the plant and an adequate number of trucks for hauling asphaltic concrete shall be available in order to achieve, as far as practical, a continuous operation.

Self-propelled paving machines shall spread the mixture within the specified tolerances, without segregation or tearing, true to the line, grade, and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers which will distribute the mixture uniformly in front of adjustable screeds.

409-3.01 General: the seventeenth paragraph of the Standard Specifications is revised to read:

Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

409-4 Method of Measurement: of the Standard Specifications is revised to read:

No separate measurement will be made for asphaltic concrete (miscellaneous structural).

409-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for the accepted quantities of asphaltic concrete, complete in place, shall be considered as included in the total contract cost.

No direct payment will be made for the bituminous material and mineral admixture in the asphaltic concrete, or the bituminous material for the tack coat and application of the tack coat, the price being considered as included in the total contract cost.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-4 Method of Measurement: of the Standard Specifications is revised to read:

No separate measurement shall be made for Maintenance and Protection of Traffic.

701-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for all work necessary to provide Maintenance and Protection of Traffic shall be considered as included in the total contract cost.

SECTION 923 PLACEMENT OF PORTLAND CEMENT

- **923-1 Description:** The work under this section shall consist of furnishing and applying Portland cement onto the finished subgrade surface just prior to the placement of the aggregate base course.
- **923-2** Materials: Portland cement shall conform to the requirements of ASTM C 150 for Type II, III, or V.
- **923-3 Application:** Portland cement shall be spread evenly onto the subgrade surface just prior to the placement of the aggregate base course at a rate of approximately 1 pound per square foot.

Care should be taken not to allow the cement powder to drift beyond the limits of placement.

923-4 Method of Measurement:

No separate measurement shall be made for placement of Portland cement.

923-5 Basis of Payment:

Payment for placement of Portland cement shall be considered as included in the total contract cost.

No direct payment will be made for the Portland cement, the price being considered as included in the total contract cost.



Contract Forms are a binding part of Informal Bid Documents and Awarded Contract.

CONTRACT FORMS

Proposal	P-1 to P-3
Price Sheet	PS-1 to PS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 020917 Forest Service Rd No. 512 Asphalt Patching Project, Gila County, ARIZONA**, in the County of Gila in the State of Arizona.

CACTUS Asphalt, A DIVISION of CACTUS TEANSport, IAC.

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

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

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

Proposal continued...

If by a Corporation:

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

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

Corporate Name: CACTUS ASPNAH A DIVISION OF CACTUS Transport, INC Corporate Address: B211 W. Sherman St. Tolleson AZ B5353 Incorporated under the laws of the State of: ARLIZONA By (Signature): Bryan Glazer - Managing Parlner President: Jason Hoffman Secretary: Biyan Glazer Treasurer: Biyan Glazer

<u>Proposal continued</u>		
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:	

PRICE SHEET (PS-1 to PS-2)

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT GILA COUNTY, ARIZONA

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

Firm Na	me: _ CACT	US ASPL	alt, A	OWISION O	of CACTU	s Transport,	MC-
TOTAL C	CONTRACT PRI	CE, for the	sum of \$ _	183,9	1500		
WRITTE	N TOTAL CON	TRACT PRIC	CE				
are	hundred	eishly	three -	thousand	nine how	idred Sifteen	Dollars
and	Zero		Cents.				

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

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

PRICE SHEET (PS-1)

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT Bid 020917

Quantity Unit Description Unit Price Extension

915 SQ. YD. Asphaltic Concrete Patch \$ 201 \$ 183,915 9

TOTAL BID IN WORDS & One handred eighty three thousand hine hundred fifteen and wo cents

*Price to include all applicable taxes and required fees.

No tax shall be levied against labor. Payment will be made based on actual quantities.

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersi	Cactus Asphalt, a division of		
	gnedcaccus fransport, inc		
as Principal, hereinafter called the Principal, and Great	American Insurance Company		
a corporation duly organized under the laws of the State of	Ohio		
as Surety, hereinafter called the Surety, holding a certifical issued by the Director of the Department of Insurance, and hereinafter called the Obligee, in the sum of ten percent (County for the work described below, for the payment of and the said Surety bind ourselves, our heirs, executors severally, firmly by these presents.	re held and firmly bound unto Gila County as Obligee, 10%) of the amount bid, submitted by Principal to Gila which sum well and truly to be made, the said Principal		
WHEREAS, the Principal is herewith submitting its proposal	for:		
BID NO. 020917, FOREST SERVICE RD NO	D. 512 ASPHALT PATCHING PROJECT		
NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.			
IN WITNESS WHEREOF, we hereunto set our hands and seal	s: Bid Date: March 16, 2017.		
Cactus Asphalt, a division of Cactus Transport, Inc. Principal By By Bland By Bryan Glazer	Great American Insurance Company Sufety By Attorney-in-Pact Gregory P. Griffith		
Title Managing Portner	535 E. McKellips Road, #129, Mesa, AZ 85203 Address, Attorney-in-Fact Subscribed and sworn to before me this 2nd day of March , 2017		
OFFICIAL SEA STEPHANIE L BUG NOTARY PUBLI MARICOPA COUNTY, A My Comm Expires Se	C ARIZONA Page 64 of 81		

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET ● CINCINNATI, OHIO 45202 ● 513-369-5000 ● FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 14782

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

BARRY R. FARR ANDY FARR DEBRA K. WILLIAMS Name GREGORY P. GRIFFITH STEPHANIE L. BUCHOLZ

ALL OF MESA. **ARIZONA**

Limit of Power ALL \$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this OCTOBER day of

Attest

GREAT AMERICAN INSURANCE COMPANY

Susan a Kohowst

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this day of

Assistant Secretary

OCTOBER

DAVID C. KITCHIN (877-377-2405)

2015 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohori Notary Public, State of Ohio My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

16th

day of

March

2017.



Assistant Secretary

GILA COUNTY QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 020917-FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT

The applicant submitting this Bid warrants the following:

Name, Address, and Telephone Number of Principal Contractor:
CACTOD Asphalt A DIVISION of PACTUS Transport, inc
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.
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.
Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)?YesX*No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
Contractor must also provide at least the following information:

- 5. Contractor must also provide at least the following information:
 - A brief history of the Contractors Firm.
 - A Cost Proposal shall be submitted on the Price Sheet, attached hereon and b. made a full part of this contract by this reference.
 - A list of previous and current customers, which are considered identical or C. 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 of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- e. List the specific qualifications the Contractor has in supplying the specified services.
- f. Gila County reserves the right to request additional information.

6.	Contractor Experience Modifier (e-mod) Rating in Arizona:
	A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by
	premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
7.	Current Arizona Contractor License Number: 194430

Signature of Authorized Representative

Managing Partner

GILA COUNTY REFERENCE LIST (RL-1)

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

References

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

1.	Company:	SALT RIVER Pina Movicopa Indian Community
	Contact:	Jennifer Jack
	Phone:	480-362-7747
	Address:	10005 E. Osbern Road Scottsdale Az 85256
2.,	Company:	Maricopa County Dept. Of Transportation
	Contact:	Leon Adair
	Phone:	602-506-4684
	Address:	2901 W. Durango St Proence Por 85009
3.	Company:	Town of Florence
	Contact:	Christopher Scalas
	Phone:	520-868-7617
	Address:	425. E Ruggias St Florence Az 85132
4.	Company:	Pinal County
	Contact:	Joe Rammer
	Phone:	520-866-6009
	Address:	31 N. Pinal St. Florence Az 8513Z

CACTUS Asphalt, A DIVISION of CACTUS Transpois
Name of Business Inc. Byan Chu.
Signature of Authorized Representative

BRyan Glazer - Managing Partner

AFFIDAVIT BY CONTRACTOR (ANC-1) CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
COUNTY OF: Mariesper)
(Name of Individual) being first duly sworn, deposes and says:
of CACTUS ASPINAL, A DIVISION of CACTUS Transport, Inc. and (Name of Business)
That he is properly prequalified by Gila County for bidding on BID NO. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA and,
That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:
That neither he nor anyone associated with the said
CACTUS Asphall, A DIVISION of CACTUS Transport, 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.
CACTUS Trans, Name of Business By Bryan Glazer Managing Partner: Title
Subscribed and sworn to before me this

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

At the time of the submission of **Invitation for Bid No. 020917**, **FOREST SERVICE RD NO. 512 ASPHALT PATCHING 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 County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

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

No	X	it is not my intention to subcontract a portion of the work.		
14				
		CACTUS Apphally A DIVISION of CACTUS Transport, inc		
		Name of Business		
		- Bujan Chan		
		Signature of Authorized Representative Bryen Glazar		
		Manasing Partner		

BIDDERS CHECKLIST (CK-1)

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED AND EXECUTED
Proposal	
Price Sheet	
Surety (Bid) Bond	
Qualification & Certification Form	√ ₁
Reference List	
Affidavit of Non-Collusion	
Subcontractor Certification	
Contract	
Bidders Checklist & Addenda Acknowledgment	
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:	
#1 #2 #3 Initials and But #2 #3 Date #2 #3	#4 #5
Signed and dated this 16 day of Man	2017.
CONTRACT	
_ Byan	Clare Manging Partner
BY: Breyon	Clazer Mangsing Partner
ach proposal shall be sealed in an envelope addressed to G	iila County Procurement Department and

bearing the following statement on the outside of the envelope: Proposal to Construct: FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 020917. All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before Thursday, March 16, 2017.

GILA COUNTY CONTRACT NO. 020917 (C-1 TO C-7)

THIS AGREEMENT, made and entered in	to this day of
2017, by and between Gila County, a political su	bdivision of the State of Arizona, party of the
first part, hereinafter designated the OWNER, a	and of the City of
, County of	, State of Arizona, party of the second part,
hereinafter designated the CONTRACTOR.	

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

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all materials, labor, equipment and services required for performing all work for Bid No. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 020917 will become the Contract Number.

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

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

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

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

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
 - On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Betty Hurst, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

- D. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Betty Hurst**, **Contracts Administrator**, **1400 E. Ash St.**, **Globe**, **AZ 85501**. The County project and 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. <u>SUBCONTRACTORS</u>: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL:</u> Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

SCHEDULE:

For construction in the contract documents, the project shall be completed within 30 Calendar Days of the commencement date as specified on the Notice To Proceed.

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

WORK ITEM

DAILY CHARGE PER CALENDAR DAY

All work not complete within the above specified time after start of work.

\$350.00

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

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

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

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

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

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

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

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

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

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

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

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

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

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for: Forest Service Rd. No. 512 Asphalt Patching Project.

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT CONTRACT NO. 020917

OWNER:	CONTRACTOR:		
GILA COUNTY BOARD OF SUPERVISORS			
Tommie C. Martin, Chairman, Board of Supervisors	Contractor Signature		
	Print Name		
ATTEST:	Witness (If Contractor is Individual)		
Marian Sheppard, Clerk of the Board			
APPROVED AS TO FORM:			
Jefferson R. Dalton, Deputy Gila County Attorney, Civ	il Bureau Chief		

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,				
		(hereinaf	ter called the	Principal), as Principal,
and				
(hereinafter called Surety), a corporation	duly organized and exis	ting the laws	of the State o	of
	with		cipal office	in the city o
	g a certificate of authorit	•	•	
the Director of the Department of Insur called the Obligee) in	=		(100%	OF CONTRACT
			•), for the payment
whereof, the said Principal and Surety b				
assigns, jointly and severally, firmly by th				
WHEREAS, the Principal has agr		in contract	with the Oblig	ee for: FOREST SERVICE
RD NO. 512 ASPHALT PATCHING PROJ				hereby referred to and
made a part hereof as fully and to the sai				
NOW, THEREFORE, THE CONDIT				
perform and fulfill all the undertakings, original term of said contract and any ext				
any guaranty required under the contract				
conditions, and agreements of any and				
made, notice of which modifications to				
otherwise to remain in full force and effe				
PROVIDED, HOWEVER, that this	bond is executed pursua	ant to the pi	ovisions of Tit	le 34, Chapter 2, Article
2, of the Arizona Revised Statutes, and				
provisions of said Title, Chapter and Artic				
The prevailing party in a suit of		ver as a pa	rt of the judg	gment such reasonable
attorneys' fees as may be fixed by a judge	e of the court.			
Witness our hands this	day of		, 2017.	
Pri ncipal	Seal			
Surety	Sea	i	Ву:	
Agency of Record			Ву:	
Arizona Countersignature			Agency Add	ress
Address				

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1) PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That. , (hereinafter called the Principal), as Principal, and (hereinafter called Surety), a corporation duly organized and existing the laws of the State of with its principal office in 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)), 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: FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, 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 _______, 2017.

Principal	Seal	
Surety	Seal	Ву:
Agency of Record		Ву:
Arizona Countersignature		Agency Address
Address		
Phone Number		

GILA COUNTY CONTRACT PERFORMANCE WARRANTY (CPW-1)

l,	, representing		
	(company name)		
do hereby warranty the work performed for t	he:		
FOREST SERVICE RD NO. 512 ASPHALT PATCI	HING PROJECT, GILA COUNTY, ARIZONA,		
for a period of two (2) years from completion	of said work.		
Said work shall be free from defects which wanner.	vould cause the work not to perform in its intended		
,			
(Officer, Partner, Owner)	Date		

APPENDIX A

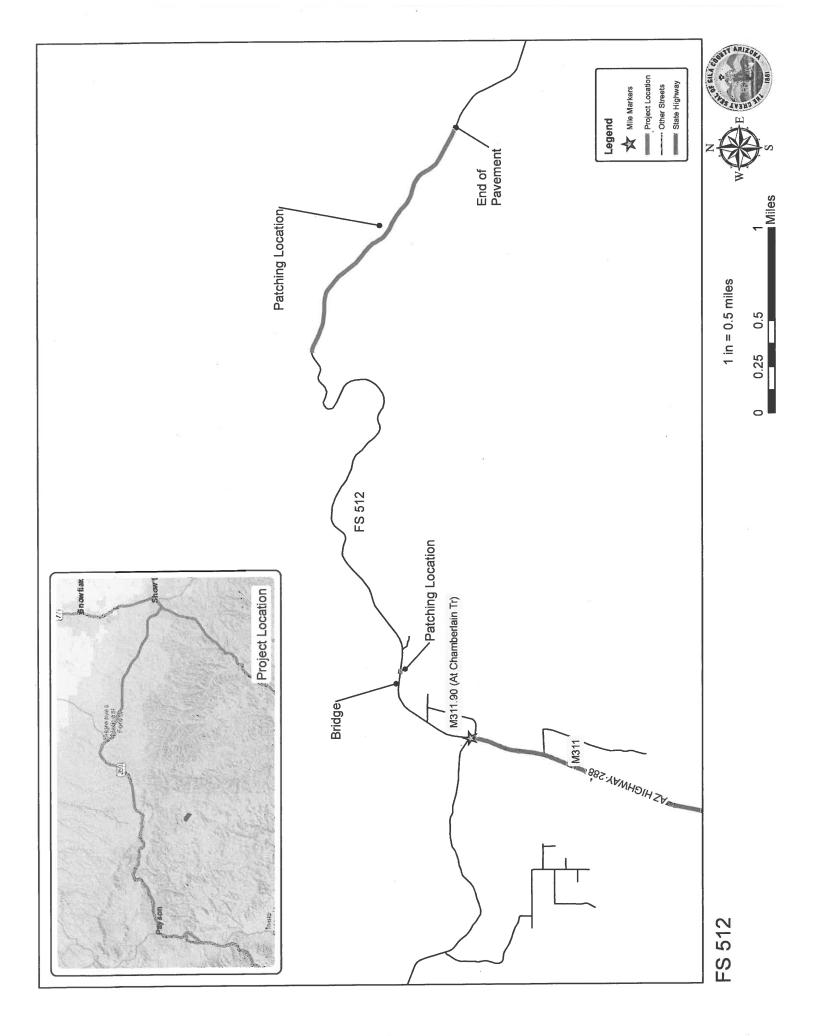
(PATCHING LOCATIONS)

APPENDIX B

(PATCHING LOCATION MAP)

FS ROAD 512 ASPHALT PATCHING LOCATIONS

	LENGTH	WIDTH	AREA
LOCATION	<u>(FT)</u>	<u>(FT)</u>	(SQ YD)
FS512 RD - A	15	25	41.67
FS512 RD - B	17	38	71.78
FS512 RD - C1	13	44	63.56
FS512 RD - C2	12	52	69.33
FS512 RD - C3	12	68	90.67
FS512 RD - C4	19	40	84.44
FS512 RD - C5	10	67	74.44
FS512 RD - C6	12	30	40.00
FS512 RD - F	11	30	36.67
FS512 RD - G	17	25	47.22
FS512 RD - H	12	28	37.33
FS512 RD - I	10	50	55.56
FS512 RD - J	8	15	13.33
FS512 RD - K	11	23	28.11
FS512 RD - L	10	15	16.67
FS512 RD - M	8	23	20.44
FS512 RD - N	8	45	40.00
	SUBTOTAL		831.22
10% OF TOTAL		83.12	
	10% OF 1C	/ I AL	02.17
	TOTAL		914.34





B - Introduction

Cactus Asphalt is one of the most respected roadway construction companies in the Southwest and is the largest liquid asphalt transporter and applicator in the State of Arizona. With more than 35 years experience and close to 150 dedicated employees, Cactus Asphalt holds a reputation for quality work, quality materials supply, dependability and high safety standards. Our experience in various types of construction has led Cactus Asphalt to specialize in all pavement preservation applications from crack sealing and seal coating to scrub sealing, chip sealing with multiple types of binder and aggregate materials along with various overlay applications. We have developed comprehensive construction procedures for all of our pavement preservation applications which has led to industry leading quality construction practice. We have a state of the art fleet of equipment that is highly maintained and functions to service this critical part of our industry. Cactus Asphalt is a division of Cactus Transport, Inc. and is an "S" Corporation. We are proud to be the only member of the Pavement Network in the State of Arizona. Pavement Network members constantly share knowledge, techniques and new technology keeping Cactus Asphalt on the forefront of industry breakthroughs (materials and equipment) and all of our clients benefit from this nationwide communication. We are also members and/or active in the Arizona Chapter of The Associated General Contractors of America, ASU Materials Committee and Conference, APWA and AACE. Cactus Asphalt currently holds 3 Arizona Contractors Licenses: ROC #179814, Class "A" General Engineering, ROC #194430, Class "A" General Engineering and ROC #140347, Class "AE".



GILA COUNTY FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT INVITATION FOR BID NO. 020917

ADDENDUM #1: DATE: 03/02/17

CLARIFICATIONS:

QUESTION: What is the anticipated award date?
 ANSWER: April 18th Board of Supervisors meeting.

2. QUESTION: What is the anticipated NTP date for this project?

ANSWER: Anticipated NTP date will likely be May 8, 2017. The County would have to discuss any changes to these anticipated dates with the winning bidder. Prospective bidders should assume this date as most probable for the NTP.

- 3. **QUESTION:** What is the Engineer's estimate?
 - ANSWER: This information can be found on the County website under the 2-21-17 Regular BOS Meeting.
- **4. QUESTION:** Nearest fire hydrant, water source?

ANSWER: Contractor shall secure their own water source per the Construction Water section of the General Requirements – see page 8 of 81 of the bid documents.

5. **QUESTION:** Available staging area?

ANSWER: No staging area have been designated for this project. Contractor shall secure their own staging locations as deemed necessary. Some of the larger pullouts within the project limits and in close proximity may be used for temporary staging as approved by the Engineer.

This concludes Addendum No. 1 to Invitation for Bid No. 020917

GILA COUNTY REQUEST FOR INVITATION FOR BIDS

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT

BID CALL 020917

BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Tommie C. Martin, Chairman
Timothy Humphry, Vice Chairman
Woody Cline, Member

COUNTY MANAGER

John Nelson

PUBLIC WORKS DIRECTOR
Steve Sanders



INVITATION FOR BIDS BID CALL NO. 020917

Sealed bids will be received by Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501, until 4:00 P.M. (AZ Time), Thursday, March 16, 2017 for the Forest Service Rd No. 512 Asphalt Patching Project, GILA COUNTY, ARIZONA, BID NO. 020917 in strict accordance with the rules and regulations of Board approved Policies BOS-FIN-002, BOS-FIN-003 and the Gila County Procurement Group Statement of Operating Procedures. No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.

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

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, BID CALL NO. 020917". All Bids shall be mailed or delivered to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501. Gila County Engineering Services and the Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the Contracts Administrator's office.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

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

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

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

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

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

- 1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila-County as part of the Contract Documents. The proposal must include the entire bid packet, in triplicate, and the following forms, all with original signatures, must accompany the bidders proposal:
 - Bid Proposal (pages 58 to 61)
 - Price Sheet (page 63)
 - Surety (Bid) Bond (page 64)
 - Qualification & Certification Form (pages 65 to 66)
 - Reference List (pages 67)
 - ▲ Affidavit of Non-Collusion (page 68)
 - Subcontracting Certification (page 69)
 - Check List & Addenda Acknowledgment (page 70)
 - Contract (pages 71 to 78)
 - Contract Performance Bond (page 79)
 - Labor and Materials Bond (page 80)
 - Contract Performance Warranty (page 81)
 - IRS W-9 Form (W-9)

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

- 2. <u>Proposal Guaranty</u> -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. <u>Delivery of Proposal</u> Each bid shall be sealed and plainly marked "Bid No. 020917 FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by Thursday, March 16, 2017, 4:00 P.M. on the date specified herein, to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. No bids will be accepted after 4:00 P.M. AZ Time, Thursday, March 16, 2017. Bids will be opened at 4:00 P.M., Thursday, March 16, 2017.
- 4. <u>Rejection of Bids</u> -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.

- 5. <u>Arizona Contractor's License</u> 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.
- 6. <u>Bid Opening Information</u> "As Read" Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.

7. Request for Clarifications

Requests for clarification shall be made to Betty Hurst, Contracts Administrator at bhurst@gilacountyaz.gov in writing (phone: 928-402-4355, fax: 928-402-4386) submitted no later than 4:00 P.M., AZ time, on Thursday, March 09, 2017. A response will be issued to all plan holders no later than 4:00 P.M., AZ time, on Monday March 13, 2017.

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SPECIAL PROVISIONS FOR FOREST SERVICE ROAD NO. 512 ASPHALT PATCHING PROJECT

The proposed work is located in the northern part of Gila County. The work consists of removing existing asphalt, aggregate base and subgrade material and replacing the removed section with a new 3 inch asphalt concrete section on top of a 12 inch aggregate base course at various locations on Forest Service Road No. 512 - Cherry Creek Hill Area (see **APPENDIX A & B**). The total estimated quantity of area to be repaired is 915 square yards.

SPECIFICATIONS:

Reference is made to certain Standard Specifications developed by the Maricopa Association of Governments (MAG) and the Arizona Department of Transportation (ADOT). The following separate documents shall be used accordingly:

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008 and current revisions.

Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, 2015 Edition.

Wherever reference in the above cited Standard Specifications is made to ADOT it shall refer to Owner as defined in Section 101-02 herein these Special Provisions.

In the event of any conflict between these Special Provisions and the Standard Specifications, these Special Provisions shall prevail.

GENERAL REQUIREMENTS:

Fire Prevention:

If during the project fire restrictions are implemented the contractor shall be responsible for compliance with Tonto National Forest and Gila County fire prevention measures.

Contract Time:

Contractor shall complete all project work within 30 calendar days from the date the Contractor receives the Notice to Proceed from the County.

Construction Water

The Contractor shall obtain an adequate water supply and furnish all construction water for the work specified herein. There will be no separate measurement or direct payment for obtaining, furnishing and applying construction water. The cost being considered as included in the total cost of the contract.

SECTION 101 DEFINITIONS AND TERMS:

101-01 BLANK

101-02 DEFINITIONS:

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:

MAG. Maricopa Association of Governments.

ADOT. Arizona Department of Transportation

<u>ADOT STANDARD SPECIFICATIONS.</u> Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 2008.

<u>ADVERTISEMENT.</u> A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

ASTM. The American Society for Testing and Materials.

AASHTO. The American Association of State Highway and Transportation Officials.

AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

<u>BIDDER.</u> Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

BOARD OF SUPERVISORS. The Gila County Board of Supervisors acting under the authority of the laws of the State of Arizona.

CALENDAR DAY. Every day shown on the calendar.

<u>CERTIFIED FLAGGER.</u> An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state, to control traffic in a construction zone. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

<u>CHANGE ORDER.</u> A written order by the Engineer 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.

<u>CONSTRUCTION LIMITS.</u> Construction limits shall be defined as that area of the public right-of-way, easement or area shown on the construction plans to be disturbed as a part of the contract for this project.

CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the Contract form; the 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.

<u>CONTRACTOR'S ENGINEER.</u> The Arizona Registered Professional Civil Engineer, individual, partnership, firm, or corporation, duly authorized by Contractor to be responsible for engineering supervision, quality control and certification of the Contract work.

<u>**DEPARTMENT.**</u> The term Department in the ADOT Standard Specifications and supplements references the Arizona Department of Transportation. Department shall reference OWNER for this contract work.

ENGINEER. See OWNER.

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.

INSPECTOR. An authorized representative of the Owner's Engineer 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.

INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's Engineer 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's Engineer, 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.

<u>LABORATORY.</u> A testing laboratory as may be designated or approved by the Owner's Engineer 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 substance specified for use in the construction of the contract work.

<u>MUTCD.</u> The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration, 2003 Edition, with current revisions.

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.

<u>OWNER.</u> The term Owner shall mean the contracting agency signatory to the contract being Gila County or the "County".

<u>OWNER'S ENGINEER.</u> The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

<u>PAVEMENT.</u> The combined surface, base course, and sub base course, if any, considered as a single unit.

<u>PERFORMANCE BOND.</u> 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.

<u>PLANS.</u> The official drawings or exact reproductions, approved by the Owner's Engineer, 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 for accomplishing specific tasks.

<u>PROPOSAL (BID, BID PROPOSAL).</u> 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.

<u>SPECIFICATIONS.</u> 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 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, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

SUBGRADE. The soil that forms the pavement foundation.

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's Engineer, 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.

<u>SURETY.</u> The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

<u>WORK.</u> 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 Owners Engineer, 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 Owners Engineer, the Contractor shall reimburse the County for all overtime hours.

OVERTIME HOURS. Any and all hours worked which are other than a normal work week. Contractor must give prior written notification to the Owners Engineer, 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'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.

SUBSTANTIAL COMPLETION. Per Section 105.19 of the ADOT Standard Specifications unless modified herein.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102-01 THRU 102-03 BLANK

102-04 CONTENTS OF PROPOSAL FORMS:

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to 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.

102-05 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.

102-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES:

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities

of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) without in any way invalidating the unit bid prices.

102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

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's Engineer 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.

102-08 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. 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.

102-09 BLANK

102-10 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.

102-11 DELIVERY OF PROPOSAL:

Each 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 advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

102-12 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.

102-13 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.

102-14 BLANK

102-15 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.

102-GC1 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 102-05.
- (d) Failure to submit all required official bid forms.

102-GC2 PROTESTS:

Only other bidders 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 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 Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

SECTION 103 AWARD AND EXECUTION OF CONTRACT:

103-01 CONSIDERATION OF PROPOSALS:

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

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 102-10.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 102-GC1.

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.

103-02 THRU 103-03 BLANK

103-04 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.

103-05 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 103-GC1.

103-06 RETURN OF PROPOSAL GUARANTY:

All proposal guaranties, except those of the two (2) 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 103-01. 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 103-07.

103-07 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. §

103-08 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 103-07, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 107-14, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

103-GC1 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.

103-09 FAILURE TO EXECUTE CONTRACT:

Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 103-08 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 103-07 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.

This agreement is subject to cancellation pursuant to A.R.S. §38-511.

SECTION 104 SCOPE OF WORK:

104-01 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.

104-02(A) ALTERATION OF WORK AND QUANTITIES:

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's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

104-02(B) OMITTED ITEMS:

The Owner's Engineer 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 PAYMENT FOR OMITTED ITEMS of Section 109-05.

104-02(C) 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 prices 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 Engineer's opinion, is necessary for completion of such extra work.

When determined by the Owner's Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 109-04.

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 as a SUPPLEMENTAL AGREEMENT.

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.

104-03 DISPUTE & RESOLUTION:

Initial Notification & Dispute of Resolution: As required by these Specifications or any time the Contractor believes the action or decision of the County, lack of action by the County, or for some other reason will result in or necessitate the revision of the Contract, the County Engineer must be notified immediately. If within two (2) working days the identified issue has not been resolved between the Contractor and the County, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the County Engineer will proceed in accordance with MAG Uniform Standard Specifications Subsection 104.2. In addition to proceeding in accordance with

Subsection 104.2, the Contractor and the County must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in accordance with MAG Specs Subsection 110.2.2 Dispute Resolution.

Process for Dispute Resolution: If the Contractor rejects the decision of the County according to Subsection 110.2.2(B), the Contractor may begin the Administration Process to resolve the dispute. All dispute resolutions shall be handled in accordance with MAG Spec's Subsection 110.3, Administrative Process for Dispute Resolution.

The administrative process for the resolution of disputes is sequential in nature and is composed of the following levels: Level I (County Project Manager), Level II (County Engineer, Level III (Public Works Director).

The provision set forth in *Subsection 110.2* is a contractual obligation assumed by the Contractor in executing the Contract. It is understood that the Contractor will be forever barred from recovering against the County if the Contractor fails to give notice of any act or failure to act, by the County, or the happening of any event, thing, or occurrence, in accordance with *Subsection 104.2*, Alteration of Work.

Dispute Review Board: If the Dispute Review Board is utilized as prescribed in Subsection 110.3.3, the County Engineer shall be notified within thirty (30) days after the Level III Representative decision. The Dispute Review Board is a three (3) member board independent of the parties involved in the issue. The County and Contractor shall each select a member for this board. The third (3rd) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contact time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

104-04 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.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic.

The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the MUTCD, unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of pedestrian and vehicular traffic as specified in this subsection.

104-05 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK:

Should the Contractor encounter any materials such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

- (a) Use such material in another contract item, providing such use is approved by the Owner's Engineer and is in conformance with the contract specifications applicable to such use; or,
- (b) Remove such material from the site, upon written approval of the Owner's Engineer; or,
- (c) Use such material for his own temporary construction on site; or,
- (d) Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option (a), (b), or (c), he shall request the Owner's Engineer's approval in advance of such use. Should the Owner's Engineer approve the Contractor's request to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Owner's Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any materials, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

104-08 PREVENTION OF AIR AND NOISE POLLUTION: Per Section 104.08 of the ADOT Standard Specifications unless modified herein.

104-09 PROTECTION OF LANDSCAPE DEFACEMENT; PROTECTION OF STREAMS, LAKES AND RESERVOIRS: Per Section 104.09 of the ADOT Standard Specifications unless modified herein.

104-10 CONTRACTOR'S RESPONSIBILITY FOR WORK:

Until the Owner's Engineer'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 105-20(A), 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. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense.

104-11 thru 104-13 BLANK

104-14 FINAL CLEAN UP:

Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Owner's Engineer.

SECTION 105 CONTROL OF WORK:

105-01 AUTHORITY OF THE OWNER'S ENGINEER:

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 Engineer's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. He 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 Engineer's certifications on amounts, quality of 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.

105-02 THRU 105-03 BLANK

105-04 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's Engineer.

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 to the Contractor 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 Contractor's Engineer, 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's 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.

105-05 BLANK

105-06 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 or conflict, the order in which they govern shall be as follows:

- (A) Supplemental Agreements
- (B) Special Provisions
- (C) Project Plans
- (D) Standard Drawings
- (E) Standard Specifications

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.

105-07 COOPERATION OF CONTRACTOR: Per Section 105.07 of the ADOT Standard Specifications unless modified herein.

105-08 COOPERATION WITH UTILITY COMPANIES: Per Section 105.08 of the ADOT Standard Specifications unless modified herein.

105-09 COOPERATION BETWEEN CONTRACTORS: Per Section 105.09 of the ADOT Standard Specifications unless modified herein.

105-10 CONSTRUCTION STAKES, LINES AND GRADES: Per Section 105.10 of the ADOT Standard Specifications unless modified herein.

105-11 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's Engineer for his decision.

105-12 INSPECTION OF WORK: Per Section 105.12 of the ADOT Standard Specifications unless modified herein.

105-13 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 105-04.

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 104-10.

No work shall be done without lines and grades having been given by the Contractor's Engineer and authorized by the Owner. 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.

105-14 LOAD RESTRICTIONS: Per Section 105.14 of the ADOT Standard Specifications unless modified herein.

105-15 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.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

105-16 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 105-15, 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's 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.

105-17 BLANK

105-18 OPENING SECTIONS OF THE WORK TO TRAFFIC:

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 as described below:

Upon completion of any portion of the work listed above, with certification of the work by the Contractor's Engineer, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 105-20(A).

No portion of the work may be opened by the Contractor for public use until ordered by the Owner's Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner's Engineer, such portion of the work is in an acceptable condition to support the intended traffic. 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 traffic 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.

105-19 BLANK

105-20 ACCEPTANCE:

(A) 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 unit has been satisfactorily completed in compliance with the contract, and certified to be in compliance by the Contractor's Engineer, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

(B) FINAL ACCEPTANCE:

Upon due notice from the Contractor of presumptive completion of the entire project, and certification of completion and compliance to the approved plans by the Contractor's Engineer, the 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, and recertification by the Contractor's Engineer, 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.

105-GC1 CONSTRUCTION SCHEDULE:

Prior to commencement of the work the Contractor shall prepare and submit to the Owner for review, a written schedule covering the general sequence of the work to be performed on a biweekly basis. The work schedule, after review and acceptance by the Owner, shall not be changed without the written consent of the Owner. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract.

105-GC2 NEGOTIATIONS:

It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

(a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

- (a) Competence and responsibility of Bidder.
- (b) Qualifications and experience of Bidder.
- (c) Past performance of Bidder.
- (d) Conformity with bidding requirements and general considerations.
- (e) Record of timely completion of punch lists on past projects.

Negotiations With Individual Contractors: Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

- (a) Any response to a request for clarification of a bid shall be in writing.
- (b) The Public Works Division shall keep a record of all negotiations.

For the purpose of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

(a) Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and/or

Contract Award.

the formal Solicitation process.

(b) Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

(a) A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful bidder.

If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat

105-21 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 10 calendar days, submit his written claim, along with certification by the Contractor's Engineer, to the Owner for consideration in accordance with local laws or ordinances.

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.

SECTION 106 CONTROL OF MATERIAL: Per Section 106 of the ADOT Standard Specifications unless modified herein.

106.04(A) General: the fourth and fifth paragraphs of the Standard Specifications are revised to read:

The sampling, testing, and acceptance of materials shall be in accordance with the requirements of the specifications, in conjunction with the following:

- The ADOT Materials Testing Manual.
- The ADOT Materials Policy and Procedure Directives Manual.
- Applicable Federal, AASHTO, or ASTM specifications or test designations.
- Applicable specifications or test designations of other nationally recognized organizations.

Unless otherwise specified, whenever a reference is made to an Arizona Test Method or an ADOT Materials Policy and Procedure Directive, it shall mean the test method or policy and procedure directive in effect on the bid opening date.

106.04(C)(2) Quality Control Laboratory: the first paragraph is revised to read:

All field and laboratory sampling and testing shall be performed by a laboratory or laboratories approved by the Department. The requirements for approval of laboratories are specified in ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories". Approved laboratories, and the test methods for which they are approved to perform, are listed in the "ADOT Directory of Approved Materials Testing Laboratories". Approved test methods listed in the "ADOT Directory of Approved Materials Testing Laboratories" do not include field sampling and testing procedures. When field sampling and testing procedures are performed, the appropriate valid Arizona Technical Testing Institute (ATTI) and/or American Concrete Institute (ACI) certification(s) are required. ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories" and the "ADOT Directory of Approved Materials Testing Laboratories" may be obtained on the internet from the ADOT Materials Quality Assurance Section website.

106.04(C)(6) Weekly Quality Control Reports: of the Standard Specifications is revised to read: The contractor shall submit Weekly Quality Control Reports to the Engineer. The weekly reports shall be complete and accurate, and shall state the types of work which have been performed during the report period. The report shall also include the process control measures taken to assure quality. The report shall provide sample identification information for materials tested during the report period, including sample number, date sampled, sample location, first and last name of person obtaining sample, and original source of material. The report shall also provide the results for all required tests and any retests, corrective actions, and other information relevant to quality control. The report shall include daily diaries for each day of testing, a weekly summary, the ADOT TRACS number, and the testing laboratory's project identification number.

Except as stated in the following paragraph, the weekly quality control report shall be prepared using standard forms provided by the Department. The standard forms are available on the Department's website at www.azdot.gov. After accessing the Department's website, select "Business", "Engineering and Construction", "Construction", "Contractors' Information", "Forms and Documents", and then "Weekly Quality Control Forms". Except for the daily diaries, all documentation and information required on the forms shall be typed. Daily diaries may be hand-written if acceptable to the Engineer. The weekly report shall be submitted to the Engineer in paper form with a transmittal letter signed by the contractor's quality control manager.

In lieu of using the standard weekly quality control forms available on the Department's website, the contractor or testing laboratory may prepare the weekly report using proprietary or other software, if acceptable to the Engineer, provided that all required information is included, the format is comparable to the Department's standard format, and the report is submitted in paper form with the required transmittal letter.

The report period shall end at midnight of each Friday, and the report shall be submitted to the Engineer no later than 5:00 p.m. of the following Wednesday. The Engineer will verify that the report is timely, complete and accurate.

Reports that are not submitted by the above-referenced deadline shall be considered delinquent. Reports that are submitted by the above-referenced deadline, but are not

complete and accurate, shall also be considered delinquent. In either case monies shall be deducted from the contractor's monthly estimate in accordance with the requirements for Contractor Quality Control, as specified in these special provisions.

106.05 Certificates: of the Standard Specifications is revised to read:

(A) General:

The contractor shall submit to the Engineer an original or copy of either a Certificate of Compliance or a Certificate of Analysis, as required, prior to the use of any materials or manufactured assemblies for which the specifications require that such a certificate be furnished.

Certificates shall be specifically identified as either a "Certificate of Compliance" or a "Certificate of Analysis".

The Engineer may permit the use of certain materials or manufactured assemblies prior to, or without, sampling and testing if accompanied by a Certificate of Compliance or Certificate of Analysis, as herein specified. Materials or manufactured assemblies for which a certificate is furnished may be sampled and tested at any time, and, if found not in conformity with the requirements of the plans and the specifications, will be subject to rejection, whether in place or not.

Certificates of Compliance and Certificates of Analysis shall comply with the requirements specified herein, the ADOT Materials Testing Manual, and applicable ADOT Materials Policy and Procedure Directives.

(B) Certificate of Compliance:

A Certificate of Compliance shall be submitted on the manufacturers or suppliers official letterhead, and shall contain the following information:

- (1) The current name, address, and phone number of the manufacturer or supplier of the material.
- (2) A description of the material supplied.
- (3) Quantity of material represented by the certificate.
- (4) Means of material identification, such as label, lot number, or marking.
- (5) A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
- (6) A statement that the individual identified in item seven below has the legal authority to bind the manufacturer or the supplier of the material.
- (7) The name, title, and signature of the responsible individual. The date of the signature shall also be given.

Each of the first six items specified above shall be completed prior to the signing of the certificate as defined in item seven. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations of a clarifying nature, such as project number, contractor, or

quantity shipped are acceptable, provided the basic requirements of the certificate are not affected.

A copy or facsimile reproduction of the original certificate will be acceptable; however, the original certificate shall be made available upon request.

(C) Certificate of Analysis:

A Certificate of Analysis shall include all the information required for a Certificate of Compliance and, in addition, shall include the results of all tests required by the specifications.

106.15 Domestic Materials and Products:

Steel and iron materials and products used on all projects shall comply with the current "Buy America" requirements of 23 CFR 635.410.

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either one-tenth of one percent of the total (final) contract cost or \$2,500, whichever is greater.

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

The requirements specified herein shall only apply to steel and iron products permanently incorporated into the project. "Buy America" provisions do not apply to temporary steel items, such as sheet piling, temporary bridges, steel scaffolding and falsework, or to materials which remain in place at the contractor's convenience.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

107-01 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 Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

107-02 PERMITS, LICENSES, AND TAXES: Per Section 107.02 of the ADOT Standard Specifications unless modified herein.

Before the Contractor or any subcontractor begins work the Contractor must apply for and obtain a Right of Way (ROW) use permit from the Gila County Public Works Engineering Department. A ROW permit application can be obtained at either the Globe or Payson Public Works office or from the Gila County website at the following link http://www.gilacountyaz.gov/government/public works/engineering/index.php. A traffic control plan applicable to the work being performed and in accordance with MUTCD standards must be attached to the permit application when submitted. Gila County will waive the fee for the ROW permit.

107-03 PATENTED DEVICES, MATERIALS, AND PROCESSES: Per Section 107.03 of the ADOT Standard Specifications unless modified herein.

107-04 THRU 107-06 BLANK

107-07 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. Contractor is responsible for supplying toilet and hand washing facilities at work site.

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.

Before the Contractor or any subcontractor begins work on the project they must read the Gila County Public Works Division Safety & Loss Control booklet and sign an acknowledgement form.

<u>Contractor Safety Tailgate Meetings:</u> Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

<u>Accident/Injury Procedure:</u> Contractor shall contact the Owner and the Gila County Risk Management Division within twenty-four (24) hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

<u>Unsafe Acts:</u> Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

<u>Safety Audits:</u> The County reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the County shall be notified should any OSHA inspection occur at a County job site.

107-08 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. Under all circumstances, safety shall be the most important consideration.

All work shall be performed by Federal OSHA Standards.

The Contractor shall maintain the free and unobstructed movement of 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 104-04 hereinbefore specified.

107-09 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 MUTCD.

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's Engineer.

107-10 BLANK

107-11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE: Per Section 107.11 of the ADOT Standard Specifications unless modified herein.

107-12 BLANK

107-13 RESPONSIBILITY FOR DAMAGE CLAIMS:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages,

or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's 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.

107-14 CONTRACTOR'S INSURANCE:

Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. 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.

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's Engineer 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's Engineer. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed \$500 for any one accident or occurrence excluding bodily injury.

In addition to statutory Worker's Compensation insurance, the Contractor, with respect to all operations performed by himself or his subcontractors, shall have in force regular public liability insurance in not less than the following amount: \$2,000,000 Combined Single Limit of Liability per Occurrence.

Such insurance shall include, but not be limited to, coverage for underground damage to facilities because of drilling and excavating with mechanical equipment, and for collapse of or structural injury to structures or utilities because of blasting or explosion, excavation, tunneling, pile driving, cofferdam work or demolition.

With respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, the Contractor shall have in force automobile liability insurance in not less than the following amount: \$2,000,000 Combined Single Limit of Liability per Occurrence.

107-GC1 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.

107-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(A) General:

The contractor's attention is directed to the requirements of Arizona Revised Statutes Section 40-360.21 through .29 requiring all parties excavating in public streets, alleys or utility easements to first secure the location of all underground facilities in the vicinity of the excavation.

The contractor shall contact the owners of the various utilities prior to the start of construction and shall obtain from them any information pertaining to existing utilities that will either supplement information shown on the project plans or will correct any such information that may be incorrect. The contractor shall furnish the Engineer with evidence that the contractor has contacted the utility companies. Such evidence shall be submitted at the preconstruction conference, and shall include a copy of the information received from each utility as a result of such contacts.

If the contractor learns from either the owner of the utility or from any other source of the existence and location of properties of railway, telegraph, telephone, fiber optics cable, water, sewer, septic tanks or systems, electric, gas and cable television companies either omitted from or shown incorrectly on the project plans, the contractor shall immediately notify the Engineer and shall not disturb the utilities. Relocation or adjustment of such utilities, if deemed necessary, will be either performed by others or shall be performed by the contractor in accordance with the provisions of Subsection 104-02(C).

The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum and that services rendered by these parties will not be unnecessarily interrupted.

Temporary or permanent relocation or adjustment of any utility line or service connection desired by the contractor for its convenience shall be its responsibility. The contractor shall obtain the approval of both the Engineer and the utility company and upon approval shall make all necessary arrangements with the utility company and shall bear all costs in connection with such relocation or adjustment. The contractor shall also submit a Sewer Discharge Prevention Plan, as specified in Subsection 107-15(C)(1), describing each anticipated relocation or adjustment involving existing sanitary sewer lines. No work on a particular facility shall begin until all approvals for that facility have been received.

(B) Contractor Qualifications for Water and Sewer Lines:

Breakage of active sanitary sewer lines may result in the potential spread of disease, contamination of the site and any adjacent bodies of water, and other hazards to the public. Substantial cleanup costs may be associated with such breakage, as well as possible major civil and/or criminal penalties. Therefore, the Engineer will closely consider the qualifications of any personnel proposed by the contractor to oversee or perform work involving active sanitary sewer lines. The contractor shall not assume that the personnel assigned to perform such work

will be acceptable to the Department merely because they meet the experience requirements listed herein.

The contractor, or the subcontracting firm assigned to perform the water and sewer work, shall have a minimum of five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements.

In addition, the key personnel assigned by the contractor to perform any work on water or sewer lines, whether from the prime contractor or a subcontracting firm, shall also have at least five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements. A minimum of two such people shall be designated by the contractor. The designated personnel may have the title of foreman or superintendent; however, at least one of these people shall be present at all times at the location of any work being performed at or near an active sanitary sewer line.

For both the firm and the key personnel, the experience shall include working with and around water and sewer utility lines that are in service. The contractor shall submit the following documentation to the Engineer for review and approval:

- (1) A list indicating that the designated key project personnel have at least five years of applicable experience, as specified above. The list shall be accompanied with resumes for each of the key people. The resumes shall include the following information, and demonstrate compliance with the specified requirements:
 - (a) Detailed relevant experience for a minimum of two projects, including project description, date of work, actual work performed by the individual, and references (a minimum of one for each project).
 - (b) Level of applicable formal training.
 - (c) Number of years of relevant experience in performing like construction.
- (2) A list of water and sewer construction projects completed by the firm performing the water or sewer work, as specified above, indicating a minimum of five years of applicable experience. Include the dates of work, type of work, description of the project, amount of work performed by the contractor/subcontractor, and the name and phone number of a contact with the owning company or agency for which the work was completed.
- (3) List of equipment that will be used for this project. The list shall include, as a minimum, equipment type, date of manufacture, and if contractor-owned or rented.
- (4) A list of all violations and citations in the past five years of applicable water and wastewater laws and statutes for both the prime contractor and the subcontractor responsible for the utility work.

The contractor shall submit this documentation to the Engineer for approval at least 21 calendar days prior to any anticipated work involving active sanitary sewer lines, whether new or existing.

(C) Protection of Existing Utility Lines:

At points where the contractor's operations are adjacent to right-of-way properties or easements for railway, telegraph, telephone, water, sewer, electric, gas and cable television companies, hereinafter referred to as utilities, or are adjacent to other facilities and property, damage to which might result in considerable expense, loss, inconvenience, injury or death, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The exact locations and depths of all utilities that are underground or the location of those on or near the surface of the ground which are not readily visible shall be determined. Such locations shall be marked in such a manner so that all workmen or equipment operators will be thoroughly apprised of their existence and location. It will be the contractor's responsibility to see that every effort possible has been made to acquaint those actually involved in working near utilities not only with the type, size, location and depth, but with the consequences that might follow any disturbance. No trenching or similar operation shall be commenced until the Engineer is satisfied that every possible effort has been taken by the contractor to protect utilities.

The contractor shall coordinate with others working near new or existing sewer lines or other utilities on the procedures to be followed to prevent damaging of these utilities.

(1) Sewage Discharge Prevention Plan (SDPP):

For any work which may impact active sanitary sewer pipes, whether new or existing, the contractor shall prepare a Sewage Discharge Prevention Plan (SDPP) which shall describe the contractor's procedures and work plan for such lines. The Sewage Discharge Prevention Plan shall also describe the precautions that the contractor shall take to prevent unplanned breakage or spills, and the procedure which the contractor shall follow if breakage or a spill occurs.

The contractor's method of work described in the SDPP shall ensure that any work done in or near any active sewer line is performed in a safe and controlled manner resulting in no accidental discharges. As a minimum, the contractor's equipment and procedures shall be appropriate for the intended work, and shall conform to standard industry practices.

The SDPP shall include information, as specified below, for all portions of the project which involve the following work activities, and for any other element of work which may involve contact with an active sanitary sewer line:

- Interrupt, divert, relocate, plug, or abandon a sewer line or service connection, or
- Brace, or tie into a sewer line or service connection.

Construction activities in the vicinity of active sanitary sewer lines or service connections shall also be included in the SDPP if any of the following conditions exist:

- (1) Any work crossing beneath the pipe, at any angle, regardless of vertical separation.
- (2) Any work crossing over the pipe, at any angle, within two feet of the top of pipe.
- (3) Work located parallel to the pipe within the following areas:
 - (a) For the area from the bottom of the pipe to two feet above the top of the pipe, any work within two feet horizontally of the pipe wall.
 - (b) For the area below the bottom of the pipe, any work located below an imaginary line beginning at the pipe spring line and progressing downward at a slope of 1.5 feet vertically to 1.0 feet horizontally.

The contractor's Sewage Discharge Prevention Plan shall address each of the items tabulated below, as applicable, for every location where construction activity will involve an active sanitary sewer line.

(2) Required Elements of the Sewage Discharge Prevention Plan:

The following elements shall be addressed in the SDPP:

- (a) Describe the proposed work in general, including the reasons for the work, scope, objectives, locations, dates, and estimated times the work will be conducted. Include project plan sheets detailing the proposed work, and indicating the peak flowrates of active sewer lines, determined as specified.
- (b) For all existing sanitary sewer pipes, determine whether the lines are active or abandoned, and the peak flowrates of lines in service, as provided by the owner of the utility.
- (c) List the key personnel (crew foreman, superintendent, and manager) and field office that are proposed to perform the work (include phone numbers).
- (d) Describe the work in step-by-step detail for each location, including excavation plans and how both the new and existing structures and utilities will be identified and protected.
- (e) Provide a detailed listing of any hardware, fittings, pipe plugs, flex couplings, tools, and materials needed to accomplish the work, and note the status of these items (on-hand, to-be-fabricated, on-order with expected delivery date, etc.). Include any manufacturer's specifications or recommendations, especially for any pipe plugs, sewer line fittings, and patching materials.
- (f) List all major equipment to be used to perform the work. Include in this item any pumps that will be used to perform the work and the rated capacity of the pumps at the anticipated suction head.

- (g) List all equipment to be used in the event of an unplanned release and specify how the equipment will be used. The locations of standby pumps shall be specified in this item. The plan shall indicate that all standby equipment to be used in the event of an unplanned discharge can be delivered to the site and put into service within two hours of identification of any unplanned flow.
- (h) List the safety equipment to be used, and describe any unique safety procedures. Cite the applicable OSHA standards covering the work.
- (i) Describe any contingency plans the contractor will implement in the event of unplanned releases and/or damage to existing facilities. List all personnel and subcontractors that will be responsible for responding to unplanned releases or damaged lines. Provide qualifications for all such personnel and subcontractors, including education, formal training, and relevant experience.
- (j) Describe how the public will be protected during the work, and include or cite any applicable traffic control plans.
- (k) Describe the quality control procedures that will be used in the field.
- (I) Discuss how temporary plugs or flow control devices will be secured, monitored, and removed.

The SDPP shall be in written form, and shall include any diagrams or sketches necessary for clarity. When possible, diagrams and sketches should be shown using the applicable project plan sheets.

The contractor shall modify the SDPP as necessary throughout the project to include any new or revised information relevant to the items listed above. The contractor shall resubmit the revised SDPP to the Engineer for approval in each case.

(3) Sewage Discharge Prevention Plan Approval:

The SDPP shall be submitted to the Engineer at least 21 calendar days before any work involving an active sewer line is to be done. The Engineer will review the plan, solicit comments from the owner/operator of the sewer line, and return the plan to the contractor within 14 calendar days from original submittal.

No work involving active sanitary sewer lines shall be done until a final SDPP meeting all the requirements specified in Subsection 107-15(C)(2) has been approved by the Engineer.

Approval of the contractor's Sewage Discharge Prevention Plans, personnel, or construction methods and operation shall not relieve the contractor from its responsibility to safely perform the work included in this contract, nor from its liability for damage resulting, either directly or indirectly, from its work performed under this contract.

(D) Service Connections:

(1) General:

In the event of interruption to water, sewer, or utility services as a result of accidental breakage or as a result of lines being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. When service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

(2) Unidentified Water and Sewer Connections:

The contractor shall protect unidentified, undamaged water or sewer service connections encountered during excavation. The contractor shall immediately notify the Engineer when an unidentified service connection is encountered.

The contractor shall immediately repair unidentified water or sewer service connections that are damaged during excavation. Any damaged service connections shall be reported to the Engineer, including all remedial actions taken.

(E) Repairing Damaged Lines:

When the operations of the contractor result in damage to any utility line or service connection, the location of which has been brought to the contractor's attention, the contractor shall assume full responsibility for such damage.

Should an unplanned breakage occur in an active sewer line as a result of the contractor's operations, the contractor shall immediately notify the Engineer, and begin repairs to halt any flows and restore normal service, in accordance with the procedures described in the approved Sewage Discharge Prevention Plan. The contractor shall also immediately notify the affected utility company and the appropriate regulatory agencies. The contractor shall be responsible for repairing the damaged pipe, restoring any interruptions in service, and cleaning up the affected areas within 24 hours of the beginning of the spill. Sewage discharge damage assessments, as specified in Subsection 107-15(F), will be charged to the contractor for any unplanned breakage which results in a discharge.

The contractor shall be responsible to repair any breakage, in accordance with requirements of the broken line's owner/operator, and clean up the site per applicable codes and regulations of the Environmental Protection Agency, OSHA, Arizona Department of Environmental Quality (ADEQ), and all other agencies' specifications, at no additional cost to the Department.

(F) Sewage Discharge Damage Assessments:

The Department will assess liquidated damages in accordance with the Table 1 below for each 24-hour period, or portion thereof, for each unplanned breakage that occurs in an active sanitary sewer line as a result of the contractor's operation. The rate of liquidated damages assessed is based on the type and quantity of effluent discharged as determined by the Engineer.

These liquidated damages do not relieve the contractor from any of its responsibilities under the contract, including any liquidated damages that may be assessed under Subsection 108.09 for late completion of the project.

Liquidated damages assessed by the Department will be independent of any penalties imposed by others.

The contractor acknowledges that Regulatory agencies may assess or impose civil or criminal penalties on the contractor resulting from sewer discharges.

The Department will not be responsible for any civil or criminal penalties, fines, damages, or other charges imposed on the contractor by any regulatory agency or court for sewage discharges that are a result, directly or indirectly, of the contractor's work performed under this contract.

	Table 1	- Land Control of the Control
	Liquidated Damages	
(each	24 hour period, or portion th	ereof)
Volume of Discharge	Raw Sewage or Industrial Wastewater	Treated Effluent
Less than 10,000 gallons	\$5,000.00	\$1,000.00
10,000-99,999 gallons	\$10,000.00	\$2,000.00
100,000-1 million gallons	\$25,000.00	\$3,000.00
Greater than 1 million gallons	\$40,000.00	\$5,000.00

Liquidated damages shall be assessed for each 24 hour period, or portion thereof, until the contractor has completed all of the following tasks:

- (A) Stopped the discharge.
- (B) Repaired the damaged pipe.
- (C) Restored normal service.
- (D) Fully cleaned and disinfected the site to the satisfaction of the Engineer.

REDUCTION OF LIQUIDATED DAMAGES: Upon completion of tasks A, B, and C above, and prior to completion of Task D, the liquidated damages assessed for the current 24-hour period shall be at the rate shown in Table 1. However, for each subsequent 24-hour period, the assessment will be one half of the rate shown in Table 1.

Damages will continue at the reduced rate until the site has been fully cleaned and disinfected to the satisfaction of the Engineer.

As an example, the amounts assessed each 24-hour period for an unplanned discharge of 20,000 gallons of raw sewage, in which the contractor completes tasks A, B, and C within the

second 24-hour period but does not complete full cleanup until the third 24-hour period, will be as follows:

First 24-hour period: \$10,000.00

Second 24-hour period: \$10,000.00

Third 24-hour period: \$5,000.00

For this example, the total liquidated damage assessment will be \$25,000.00 (\$10,000 + \$10,000 + \$5,000).

107-16 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's Engineer, 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.

107-17 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.

SECTION 108 PROSECUTION AND PROGRESS:

108-01 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's Engineer. 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 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 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's Engineer.

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's Engineer

108-02 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's Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Owner's Engineer at least two (2) work days in advance of the time actual construction operations will begin.

108-03 BLANK

108-04 PROSECUTION AND PROGRESS:

The Contractor shall submit his progress schedule for the Owner's Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner's Engineer, 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 proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's Engineer'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. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner's Engineer at least twenty-four (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.

108-05 LIMITATION OF OPERATIONS: Per Section 108.05 of the ADOT Standard Specifications unless modified herein.

108-06 CHARACTER OF WORKERS: Per Section 108.06 of the ADOT Standard Specifications unless modified herein.

108-07 METHODS AND EQUIPMENT: Per Section 108.07 of the ADOT Standard Specifications unless modified herein.

108-GC1 TEMPORARY SUSPENSION OF THE WORK:

The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to 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's Engineer, 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 Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. 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 and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

108-08 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 WORKING DAYS shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during

the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK (104-02(C)).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 105-20(B).
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 102-06.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

(b) 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 Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

(c) 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's Engineer 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's Engineer 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.

108-09 FAILURE TO COMPLETE ON TIME:

For each calendar day or working 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 108-08 the sum specified in the contract and 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.

108-10 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 (108-02)"; 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 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's Engineer 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 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer 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's Engineer 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.

108-GC2 TERMINATION OF CONTRACT 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 number of units or items of 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's Engineer.

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 109 MEASUREMENT AND PAYMENT:

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and/or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.
- F. Preparation and submittal of operation, traffic control, and storm water
- pollution prevention plans, whether specified herein or required by the other agencies.
- G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Owner's Engineer shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory

progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

109-01 MEASUREMENT OF QUANTITIES: Per Section 109.01 of the ADOT Standard Specifications unless modified herein.

109-02 SCOPE OF PAYMENT:

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 107-17.

When the "basis of payment" subsection of a specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

109-03 COMPENSATION FOR ALTERED QUANTITIES:

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

109-04 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK:

Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 104-02(C), will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work requiring that it be done by force account, such force account shall be measured and paid for as follows:

(a) <u>Labor</u>. For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before beginning the work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. An amount equal to 15 percent of the sum of the above items will also be paid the Contractor.

- (b) <u>Insurance and Taxes</u>. For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work the Contractor shall receive the actual cost, to which cost (sum) 5 percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.
- (c) <u>Materials</u>. For materials accepted by the Owner's Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost (sum) 15 percent will be added.
- (d) Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Owner's Engineer, the Contractor shall receive the rental rates in the current "Blue Book for Construction Equipment".
- (e) <u>Miscellaneous</u>. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (f) <u>Comparison of Records</u>. The Contractor and the Owner's Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and Owner's Engineer or their duly authorized representatives.
- (g) <u>Statements</u>. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
 - (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
 - (3) Quantities of material, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

109-05 PAYMENT FOR OMITTED ITEMS:

As specified in the subsection titled OMITTED ITEMS of Section 104-02(B), the Owner's Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Owner's Engineer omit to order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Owner's Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the contract or delivered on the work prior to the date of the Owner's Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

109-06 THRU 109-08 BLANK

109-09 ACCEPTANCE AND FINAL PAYMENT:

When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 105-20(B), the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 105-21.

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 105-21 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

- **202-4 Method of Measurement:** of the Standard Specifications is revised to read: No separate measurement will be made for the removal of structures and obstructions.
- **202-5** Basis of Payment: of the Standard Specifications is revised to read: Payment for the removal of structures and obstructions shall be considered as included in the total contract cost.

Full compensation for any saw cutting necessary to perform the construction operations specified herein shall be considered as included in the total contract cost.

SECTION 205 GRADING ROADWAY FOR PAVEMENT:

Grading roadway for pavement shall be in accordance with Section 205 of the ADOT Standard Specifications unless modified herein.

- **205-4 Method of Measurement:** of the Standard Specifications is revised to read: No separate measurement will be made for grading roadway for pavement.
- 205-5 Basis of Payment: of the Standard Specifications is revised to read:
 Payment for grading roadway for pavement shall be considered as included in the total contract cost.

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

See APPENDIX A for aggregate base course placement locations

- **303-4 Method of Measurement:** of the Standard Specifications is revised to read: No separate measurement will be made for aggregate base course.
- 303-5 Basis of Payment: of the Standard Specifications is revised to read:
 Payment for aggregate base course shall be considered as included in the total contract cost.

SECTION 404 BITUMINOUS TREATMENTS:

Bituminous Treatments shall be in accordance with Section 404 of the ADOT Standard Specifications unless modified herein.

404-3.12 Tack Coat: of the Standard Specifications is revised to read:

Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between layers of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The bituminous material used for tack coat shall conform to the requirements of Section 1005.

The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Type of	Approximate Tack Coat Application Rates: Gallons / Square Yard		Payment	
Bituminous Material	Prior to Placing ACFC or AR-ACFC	All Other Tack Coats		
Emulsified Asphalt (Special Type) – See Note Below.	Not Allowed	0.12	0.7	
Emulsified Asphalt (Other than Special Type)	0.08	0.08	1.0	
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0	

Note: Emulsified Asphalt (Special Type) shall consist of Type SS-1 or CSS-1 emulsified asphalt diluted with water to provide an asphalt content of not less than 26 percent.

If emulsified asphalt of any type is used, it shall have broken before the bituminous mixture is placed.

If emulsified asphalt of any type is held overnight, it shall be reheated and agitated prior to further application.

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete

(asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

404-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for bituminous treatments.

404-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for bituminous treatments shall be considered as included in the total contract cost.

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):

Asphaltic Concrete Pavement shall be in accordance with Section 409 of the ADOT Standard Specifications except as modified herein.

409-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the requirements of these specifications, and as directed by the Engineer.

The contractor shall acquire and make all arrangements for a source or sources of material, furnish a mix design which will meet the design criteria specified hereinafter, and provide all the equipment, materials, and labor necessary to complete the work.

See APPENDIX A for asphalt concrete placement locations.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be PG 64-22.

409-2.03 Mineral Admixture: the last paragraph of the Standard Specifications is revised to read:

The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

409-2.04 Mix Design: the third and fourth paragraphs of the Standard Specifications are revised to read:

The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

The mix design shall be prepared by a mix design laboratory that has met the requirements of the Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories".

The contractor may propose the use of a mix design that has been developed for a previous project. The proposed mix design shall meet the requirements of these specifications. The contractor shall provide evidence that the type and source of bituminous material, the type of mineral admixture, and the source and methods of producing mineral aggregate have not changed since the formulation of the previous mix design. The contractor shall also provide current test results for all specified characteristics of the mineral aggregate proposed for use. The Engineer will determine if the previously used mix design is suitable for the intended use and if the previous use of the mix design was satisfactory to the Department. The Engineer will either approve or disapprove the proposed mix design. Should the Engineer disapprove the use of the previously used mix design, the contractor shall prepare and submit a new mix design proposal in accordance with the requirements of these specifications.

A previously used mix design older than two years from the date it was formulated, sealed, signed, and dated shall not be allowed for use. Once approved for use on a project, a previously used mix design may be used for the duration of that project.

409-2.04 Mix Design: the last two paragraphs of the Standard Specifications are revised to read:

The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Crite	eria	Requirement	Arizona Test Method
1.	Voids in Mineral Aggregate: %, Range	14.5 – 18.5	815
2.	Effective Voids: %, Range	5.3 – 5.7	815
3.	Absorbed Asphalt: %, Range	0-1.0	815

The Engineer reserves the right to adjust the asphalt content during production from the mix design value without additional compensation to the contractor in order to obtain desirable effective voids.

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read: Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

409-3.01 General: the ninth, tenth, eleventh, and twelfth paragraphs of the Standard Specifications are revised to read:

All wheels and tires of compactors and other equipment surfaces shall be treated when necessary with a release agent approved by the Engineer in order to prevent the sticking of asphaltic concrete. Release agents which degrade, dissolve, or in any way damage the bituminous material shall not be used. Diesel fuel shall not be used as a release agent.

Asphaltic concrete immediately behind the laydown machine shall be in a thoroughly mixed, free-flowing, and workable condition, be free of lumps and crusts, and have a minimum temperature of 275 degrees F.

All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Engineer deems the use of self-propelled paving machines impractical.

The speed of the paving machine shall be coordinated with the production of the plant and an adequate number of trucks for hauling asphaltic concrete shall be available in order to achieve, as far as practical, a continuous operation.

Self-propelled paving machines shall spread the mixture within the specified tolerances, without segregation or tearing, true to the line, grade, and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers which will distribute the mixture uniformly in front of adjustable screeds.

409-3.01 General: the seventeenth paragraph of the Standard Specifications is revised to read:

Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

409-4 Method of Measurement: of the Standard Specifications is revised to read:

No separate measurement will be made for asphaltic concrete (miscellaneous structural).

409-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for the accepted quantities of asphaltic concrete, complete in place, shall be considered as included in the total contract cost.

No direct payment will be made for the bituminous material and mineral admixture in the asphaltic concrete, or the bituminous material for the tack coat and application of the tack coat, the price being considered as included in the total contract cost.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-4 Method of Measurement: of the Standard Specifications is revised to read:

No separate measurement shall be made for Maintenance and Protection of Traffic.

701-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for all work necessary to provide Maintenance and Protection of Traffic shall be considered as included in the total contract cost.

SECTION 923 PLACEMENT OF PORTLAND CEMENT

- **923-1 Description:** The work under this section shall consist of furnishing and applying Portland cement onto the finished subgrade surface just prior to the placement of the aggregate base course.
- **923-2** Materials: Portland cement shall conform to the requirements of ASTM C 150 for Type II, III, or V.
- **923-3 Application:** Portland cement shall be spread evenly onto the subgrade surface just prior to the placement of the aggregate base course at a rate of approximately 1 pound per square foot.

Care should be taken not to allow the cement powder to drift beyond the limits of placement.

923-4 Method of Measurement:

No separate measurement shall be made for placement of Portland cement.

923-5 Basis of Payment:

Payment for placement of Portland cement shall be considered as included in the total contract cost.

No direct payment will be made for the Portland cement, the price being considered as included in the total contract cost.



Contract Forms are a binding part of Informal Bid Documents and Awarded Contract.

CONTRACT FORMS

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Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

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

If by a Corporation:			
(SEAL)			
Corporate Name:	HATCH CONSTRUCTION	I AND PAVINE, INC	tv- t-
Corporate Address: _	127 S. MAIN ST	TAYLOR, AZ 85939	
Incorporated under t	the laws of the State of :	singona	
By (Signature):	5	Date: 3-6-17	
President:	ENC RITZ		
Secretary:	LYNN HATCH	A PART OF THE PART	i i
Treasurer:	LYNN HATCH		

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 020917 Forest Service Rd No. 512 Asphalt Patching Project, Gila County, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

HATCH Construction AND PANNG, 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, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Price Sheet, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Price Sheet.

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

Proposal continued...

If by a Firm or Partnership:	
Firm or Partnership Name:	
Firm or Partnership Address:	
By (Signature):	
Name and Address of Each Member:	
If by an Individual:	
Signature:	Date:

PRICE SHEET (PS-1 to PS-2)

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT GILA COUNTY, ARIZONA

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

Firm Na	me: HATCI	LOWSTRUCTION A	ND PAULAG		
TOTAL (CONTRACT PRICE,	for the sum of \$79,60	5.00		
= ,					
WRITTE	N TOTAL CONTRA	CT PRICE	a 8		
Seventy	-nine thousand	, six hundred fire		*	_Dollars
and	2010	Cents.			

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

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

PRICE SHEET (PS-1)

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT Bid 020917

Quantity Unit Description Unit Price Extension

915 SQ. YD. Asphaltic Concrete Patch \$ 87. 99 \$ 79.605

TOTAL BID IN WORDS & Seventy-nine thousand, six hundred fire dollars

*Price to include all applicable taxes and required fees.

No tax shall be levied against labor. Payment will be made based on actual quantities.

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned	ed		
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 issued by the Director of the Department of Insurance, are hereinafter called the Obligee, in the sum of ten percent (10 County for the work described below, for the payment of whand the said Surety bind ourselves, our heirs, executors, severally, firmly by these presents.	held and firmly bound unto Gila County as Obligee, 1%) of the amount bid, submitted by Principal to Gila nich sum well and truly to be made, the said Principal		
WHEREAS, the Principal is herewith submitting its proposal fo	or:		
BID NO. 020917, FOREST SERVICE RD NO.	512 ASPHALT PATCHING PROJECT		
Principal and the Principal shall enter into contract with the Cand give such bonds and certificates of insurance as may be sufficient surety for the faithful performance of such contract furnished in the prosecution thereof, or in the event of the figive such bonds and certificates of insurance, if the Principal the penalty of the bond between the amount specified in Obligee may in good faith contract with another party to pobligation is void. Otherwise, it remains in full force and expursuant to the provisions of ARS '34-201, and all liabilities the provisions of the section to the extent as if it were copied	Obligee in accordance with the terms of such proposal, a specified in the contract documents with good and ct and for the prompt payment of labor and material failure of the Principal to enter into such contract and shall pay to the Obligee the difference not to exceed the proposal and such larger amount for which the perform the work covered by the proposal then this effect provided, however, that this bond is executed on this bond shall be determined in accordance with		
IN WITNESS WHEREOF, we hereunto set our hands and seals	:		
Principal	Surety		
Ву	By Attorney-in-Fact		
Title	Address, Attorney-in-Fact Subscribed and sworn to before me this day of, 20		
	My commission expires:		
	Notary Public		

GILA COUNTY

SURETY (BID) BOND (BB-1)
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Hatch Construction & Paving, Inc.	
as Principal, hereinafter called the Principal, and Hartford Casualty Insurance Company	
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 assued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, Jointly and everally, firmly by these presents.	
WHEREAS, the Principal is herewith submitting its proposal for:	
BID NO. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT	
NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein. IN WITNESS WHEREOF, we hereunto set our hands and seals:	
Hartford Casualty Insurance Company Surety By Attorney-in-Fact Tracy A. Miller One Hartford, CT 06155 Address, Attorney-in-Fact Subscribed and sworn to before me this 3rd day of March , 20 17	

MEGAN LEE KELLEY NOTARY PUBLIC, ARIZONA MARICOPA COUNTY My Commission Expires October 31, 2019

My commission expires: October 31, 2019

Page 64 of 81

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POWER OF ATTORNEY

Direct Inquiries/Claims to:

Agency Code: 59-307001

THE HARTFORD

Bond T-12 One Hartford Plaza Hartford, Connecticut 06155 email: bond.claims@thehartford.com call: 888-266-3488 | fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida
ome office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint,

up to the amount of Unlimited

Ronda H. Epperson, Jacob H. Grover, Corinne B. Hayhurst, Megan Kelley, Elizabeth A. McGrellis, Tracy A. Miller, Jeffery L. Steed, Diane Walsh of GILBERT, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by 🗵, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

















John Gray, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT COUNTY OF HARTFORD

Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Kathleen T. Maynard

Kathleen T. Maynard Notary Public My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 3,2017. Signed and sealed at the City of Hartford.

















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GILA COUNTY QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 020917-FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT

The applicant submitting this Bid warrants the following:

	Name, Address, and Telephone Number of Principal Contractor:
	HATCH CONSTRUCTION AND PAVING INC
	127 South Migin ST; Taylor, AZ 85939
	928 536 7213
	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.
(Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?YesXNo. 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.
	Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)?Yes $\underline{\hspace{0.1cm} \hspace{0.1cm} 0.1$
(Contractor must also provide at least the following information:

- A brief history of the Contractors Firm. a.
- A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- 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.

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

6.	Contractor Experience Modifier (e-mod) Rating in Arizona: 1.75
υ.	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.
	071171

	business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
7.	Current Arizona Contractor License Number: 07142
	Signature of Authorized Representative
	ERIC RITZ Printed Name
	PRESIDENT

Title

AFFIDAVIT BY CONTRACTOR (ANC-1) CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)	
COUNTY OF: Mallado)ss	
Eril Ritz	
(Name of Individual)	
being first duly sworn, deposes and says:	
That he is President	
of Hatch Construction &	Parling, elne and
(Name of B	usiness)
That he is properly prequalified by Gila County for 512 ASPHALT PATCHING PROJECT, GILA COUNTY	or bidding on BID NO. 020917, FOREST SERVICE RD NO. 7, ARIZONA and,
That pursuant to Section 112 (C) of Title 2	23 USC, he certifies as follows:
Hatch Construction & (Name of Bu	E Palling, Ine
	nent, participated in any collusion or otherwise taken g in connection with the above mentioned project.
Navajo County My Commission Expires August 24, 2019	Hatch Construction & Paumy; She lame of Business Exercised itle
Subscribed and sworn to before me this	day of <u>YMACA</u> , 20
Notary Public	

GILA COUNTY REFERENCE LIST (RL-1)

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

References

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

1.	Company:	Naugo County
	Contact:	Bill Bess
	Phone:	928-524-
	Address:	P.O. Bot 668 Holbrook AZ 86025
2.	Company: Contact: Phone: Address:	Princtap Lakevide Santtgry District Dalle Smith 928-368-5310 2600 Alisa Lame Lakevide AZ 85929
3.	Company:	Town of Springerville
	Contact:	Tim Rasmussen
	Phone:	928-333-2656
	Address:	418 E. Main Springerkille Az 85938
4.	Company:	City of St. Johns P.O. Box 45 Farren Crosby
	Phone:	928-245-0930
	Address:	P.O. Box 455 St. Nohna, AZ 85936
		Hatch Construction & Palling, Inc. Name of Business
	"	Signature of Authorized Representative
		resident

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

At the time of the submission of **Invitation for Bid No. 020917**, **FOREST SERVICE RD NO. 512 ASPHALT PATCHING 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 County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

Yes		it is my intention to subcontract a portion of the work.
No	X	it is not my intention to subcontract a portion of the work.

Hatch Construction & Ruling, Inc.

Name of Business

Signature of Authorized Representative

Priorder

Title

BIDDERS CHECKLIST (CK-1)

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

CHECKLIST:

REQUIRED DOC	UMENT		COM	PLETED AND	EXECUTED	
Proposal				χ	<u>. </u>	
Price Sheet				<u> </u>	_	
Surety (Bid) Bo	ond.		-	<u> </u>	<u>.</u>	
Qualification {	& Certification F	orm:		X		
Reference List	[-	<u> </u>	_	
Affidavit of No	on-Collusion			X	_	
Subcontractor	r Certification			<i>X</i>	_	
Contract				<u> </u>		
Bidders Check	dist & Addenda	Acknowledgme	nt	<u> </u>	_	
			×			
*						
ACKNOWLEDGMEN	IT OF RECEIPT C	F ADDENDA:				
	#1	#2	#3	#4	#5	
Initials and Date	an 3/6/17	77				
Signed and dat	ed this	day of	March)17.	
,,		Hate	TRACTOR:	truction	+Palling,	slmc
		BY:				

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: Proposal to Construct: FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 020917. All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before Thursday, March 16, 2017.

GILA COUNTY CONTRACT NO. 020917 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this	day of,
2017, by and between Gila County, a political subdivision of	f the State of Arizona, party of the
first part, hereinafter designated the OWNER, and	of the City of
, County of, State of	f Arizona, party of the second part,
hereinafter designated the CONTRACTOR.	

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

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all materials, labor, equipment and services required for performing all work for Bid No. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 020917 will become the Contract Number.

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

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

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

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

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

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

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

- D. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Betty Hurst**, **Contracts Administrator**, **1400 E. Ash St.**, **Globe**, **AZ 85501**. The County project and 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. <u>SUBCONTRACTORS</u>: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL:</u> Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

SCHEDULE:

For construction in the contract documents, the project shall be completed within 30 Calendar Days of the commencement date as specified on the Notice To Proceed.

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

WORK ITEM

DAILY CHARGE PER CALENDAR DAY

All work not complete within the above specified time after start of work.

\$350.00

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

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

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

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

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

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

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

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

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

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

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

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

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

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for: Forest Service Rd. No. 512 Asphalt Patching Project.

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT CONTRACT NO. 020917

OWNER:	CONTRACTOR:
GILA COUNTY BOARD OF SUPERVISORS	
Tommie C. Martin, Chairman, Board of Supervisors	Contractor Signature
	Print Name
ATTEST:	
	Witness (If Contractor is Individual)
Marian Sheppard, Clerk of the Board	
APPROVED AS TO FORM:	
Jefferson R. Dalton, Deputy Gila County Attorney, Cir	vil 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
	principal office in the city of transact surety business in Arizona issued by
the Director of the Department of Insurance, as Surety, are held an called the Obligee) in the amount AMOUNT)	d firmly bound unto Gila County (hereinafte of (100% OF CONTRAC ars (\$), for the paymer
whereof, the said Principal and Surety bind themselves, and their he assigns, jointly and severally, firmly by these presents.	eirs, administrator, executors, successors, an
WHEREAS, the Principal has agreed to enter into a certain of RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZON	A, which contract is hereby referred to an
made a part hereof as fully and to the same extent as if copied at leng NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS	
perform and fulfill all the undertakings, covenants, terms, conditions	s and agreements of said contract during th
original term of said contract and any extension thereof, with or with	out notice to the Surety, and during the life o
any guaranty required under the contract, and shall also perform and conditions, and agreements of any and all duly authorized modifica made, notice of which modifications to the Surety being hereby wai	tions of said contract that may hereafter be
otherwise to remain in full force and effect;	
PROVIDED, HOWEVER, that this bond is executed pursuant to 2, of the Arizona Revised Statutes, and all liabilities on this bond is	o the provisions of Title 34, Chapter 2, Articl
provisions of said Title, Chapter and Article, so the extent as if they we	ere 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	, 2017.
2 S	
	_
Principal Seal	
Surety Seal	By:
Agency of Record	By:
Arizona Countersignature	Agency Address
Address	
iddi 633	
Phone Number	

STATUTORY LABOR AND MATERIALS BOND (LMB-1) PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:	
That,	
	(have ineffer called the Dringing) as Principal
and	(hereinafter called the Principal), as Principal,
(hereinafter called Surety), a corporation duly organized and existing	ng the laws of the State of
the state of the s	Principal and Surety bind themselves, and their severally, firmly by these presents. In contract with the Obligee for: FOREST SERVICE ONA, which contract is hereby referred to and ength herein. It is SUCH, that if the said Principal shall faithfully ons and agreements of said contract during the lithout notice to the Surety, and during the life of and fulfill all the undertakings, covenants, terms, fications of said contract that may hereafter be waived; then the above obligation shall be void, and to the provisions of Title 34, Chapter 2, Article and shall be determined in accordance with the owner copied at length herein.
Witness our hands this day of	, 2017.
Principal Seal	
Surety Sea	Ву:
Agency of Record	Ву:
Arizona Countersignature	Agency Address
Address	
Phono Number	

GILA COUNTY CONTRACT PERFORMANCE WARRANTY (CPW-1)

l,	, representing
-	(company name)
do hereby warranty the work performed f	or the:
FOREST SERVICE RD NO. 512 ASPHALT PA	TCHING PROJECT, GILA COUNTY, ARIZONA,
for a period of two (2) years from complet	ion of said work.
Said work shall be free from defects whice manner.	h would cause the work not to perform in its intended
y y 100	
(Officer, Partner, Owner)	Date

ORIGINAL



Contract Forms are a binding part of Informal Bid Documents and Awarded Contract.

CONTRACT FORMS

Proposal	P-1 to P-3
Price Sheet	PS-1 to PS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for BID NO. 020917 Forest Service Rd No. 512 Asphalt Patching Project, Gila County, ARIZONA, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Mangum Civil Constructors, Inc

1075 E Salter Dr., Phoenix, Az. 85024

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

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

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

Proposal continued...

If by a Corporation:

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

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

(SEAL)
Corporate Name: Mangum Civil Constructors, Inc
Corporate Address: 1075 E Salter Dr., Phoenix, Az. 85024
Incorporated under the laws of the State of : <u>Utah and Arizona foriegn corporation</u>
By (Signature): Date:
President: Christopher J Cordell
Secretary: Jeffery Luke Plante
Treasurer: Christopher J Cordell

Proposal continued	
If by a Firm or Partnership:	
Firm or Partnership Name:	
Firm or Partnership Address:	
By (Signature):	_ Date:
Name and Address of Each Member:	
If by an Individual:	
Signature:	Date:

PRICE SHEET (PS-1 to PS-2)

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT GILA COUNTY, ARIZONA

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

Firm Name: Mangur	n Civil Constructors, Inc	
TOTAL CONTRACT PR	ICE, for the sum of \$ 98,576.19	
WRITTEN TOTAL CON	TRACT PRICE	
Ninety-Eight thousand	d five hundred seventy six	Dollars
and nineteen	Cents.	

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

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

PRICE SHEET (PS-1)

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT Bid 020917

Quantity Unit Description Unit Price Extension

TOTAL BID IN WORDS \$ Ninety-Eight thousand five hundred seventy-six dollars and nineteen cents

\$107.73

\$ 98,576.19

*Price to include all applicable taxes and required fees.

SQ. YD. Asphaltic Concrete Patch

915

No tax shall be levied against labor. Payment will be made based on actual quantities.

ARIZONA STATUTORY BID BOND FOR CONSTRUCTION PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES

KNOW ALL MEN BY THESE PRESENTS THAT Mangum Civil Constructors, Inc.				
(hereinafter "Principal"), as Principal and Western Surety Company				
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of South Dakota				
with its principal offices in the City of Sioux Falls holding a certificate of				
authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to				
Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Gila County (hereinafter "Obligee"), in the				
sum in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for				
the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs,				
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.				
WHEREAS, the Principal has submitted a bid for				
Forest Service Road No. 512 Asphalt Patching Project Call No. 020917				
NOW THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a				
contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of				
insurance as specified in the standard specifications or Contract Documents with good and sufficient surety for the				
faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution				
of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and				
certificates of insurance, if the Principal pays 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 Section				
34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the				
provisions of that section to the extent as if it were copied at length herein.				
Witness our hands this 16 th of March 20 17				
Mangum Civil Constructors, Inc. Western Surety Company				
PRINCIPAL SEAL SURETY SEAL				
By Palanio LARROCA				
Melanie Ankeney / Attorney-in-Fact				
Title: DERECTOR MANAGENG PARTICIAL Constructors Bonding, Inc.				
AGENCY OF RECORD				
15160 N. Hayden Road, Suite 101 Scottsdale, AZ 85260				
AGENCY ADDRESS				

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David J McKee, Joseph A Clarken III, Jennifer Castillo, Patrick R Hedges, Melanie Ankeney, Individually

of Scottsdale, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2015.

WESTERN SURETY COMPANY



Paul T. Bruflat, Vice President

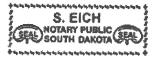
State of South Dakota County of Minnehaha

> S

On this 16th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly swom, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



. Eich, Notary Public

CERTIFICATE



WESTERN SURETY COMPANY

J. Relson, Assistant Secretary

GILA COUNTY QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 020917-FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT

The applicant submitting this Bid warrants the following:

1.	Name, Address, and Telephone Number of Principal Contractor: Luke Plante		
	9033 W Stageline Rd		
	Payson, Az. 85541 (928) 970-1286		
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 $_{\underline{x}}$ _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)?YesxNo. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.		
_	Contractor recent plea annucled at larget the falls of the state of th		

- 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 of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- e. List the specific qualifications the Contractor has in supplying the specified services.
- f. Gila County reserves the right to request additional information.
- 6. Contractor Experience Modifier (e-mod) Rating in Arizona: __.75

 A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
- 7. Current Arizona Contractor License Number: 290160

Signature of Authorized Representative	
Luke Plante	
Printed Name	

Director / Managing Partner
Title

GILA COUNTY REFERENCE LIST (RL-1)

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

References

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

1.	Company:	Wilson Construction, Inc	
	Contact:	Max Ryden	
	Phone:	928-978-0405	
	Address:	1190 NW 3rd Ave, Canby, Or. 97013	
2.	Company:	Diamond Resorts International	
	Contact:	Vicki Nelson	
	Phone:	480-202-0883	
	Address:	16858 North Perimeter Drive, Scottsdale, Az	
3.	Company:	T&T Construction, Inc	
3.	Company: Contact:	T&T Construction, Inc Ben Siegert	
3.		Dev Circuit	
3.	Contact:	Ben Siegert	
 4. 	Contact: Phone:	Ben Siegert 623-210-5283	
	Contact: Phone: Address:	Ben Siegert 623-210-5283 12014 N Falcon Dr.	
	Contact: Phone: Address: Company:	Ben Siegert 623-210-5283 12014 N Falcon Dr. State Constructors, Inc	

Mangum Civil Constructors, Inc

Name of Business

Signature of Authorized Representative

AFFIDAVIT BY CONTRACTOR (ANC-1) CERTIFYING THAT THERE WAS NO COLLUSION IN RIDDING FOR CONTRACT

IN BIDDING FOR CONTRACT OFFICIAL SEAL JENNIFER CORDELL STATE OF ARIZONA Notary Public - Arizona)ss My Commission Expires NOVEMBER 9, 2019 COUNTY OF: MAGICARO) Luke Plante (Name of Individual) being first duly sworn, deposes and says: That he is _____ Director / Managing Partner (Title) of Mangum Civil Constructors, Inc (Name of Business) That he is properly prequalified by Gila County for bidding on BID NO. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA and, That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows: That neither he nor anyone associated with the said corporation Mangum Civil Constructors, Inc (Name of Business) has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project. Mangum Civil Constructors, Inc Name of Business Luke Plante By Director / Managing Partner Title

Culle My Commission expires: Naumber 9, 2019

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

At the time of the submission of **Invitation for Bid No. 020917**, **FOREST SERVICE RD NO. 512 ASPHALT PATCHING 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 County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

Yes It is my intention to subcontract a portion of the work.

No	it is not my intention to subcontract a portion of the work.	
		Mangum Civil Constructors, Inc
		Name of Business
		21
		Signature of Authorized Representative
		Director / Managing Partner

Title

BIDDERS CHECKLIST (CK-1)

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

CHECKLIST:

REQUIRED DOCUMENT			COMPLETED ANI	DEXECUTED	
Proposal			X		
Price Sheet			X		
Surety (Bid) Bond			X	 -	
Qualification	on & Certifica	tion Form		X	
Reference	List			X	
Affidavit of	Non-Collusio	n		х	_
Subcontrac	tor Certificat	ion		Х	
Contract				X	
Bidders Ch	ecklist & Add	enda Acknowledgm	ent	X	
ACKNOWLEDGM	ENT OF RECE	IPT OF ADDENDA:			
	#1	#2	#3	#4	#5
Initials and Date	3/2/17				
Signed and d	ated this	day of_	MARC	-4 , 20	017.
Mangum Civil Constructors, Inc CONTRACTOR:					
Luke Plante BY:					

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: Proposal to Construct: FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 020917. All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before Thursday, March 16, 2017.

GILA COUNTY CONTRACT NO. 020917 (C-1 TO C-7)

THIS AGREEMENT, made and entered i	into this day of,
2017, by and between Gila County, a political s	ubdivision of the State of Arizona, party of the
first part, hereinafter designated the OWNER,	and of the City of
, County of	, State of Arizona, party of the second part,
hereinafter designated the CONTRACTOR.	

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

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all materials, labor, equipment and services required for performing all work for Bid No. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 020917 will become the Contract Number.

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

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

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

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

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

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

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u> - 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

- Policy shall contain a waiver of subrogation against the County of Gila.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
 - 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. <u>NOTICE OF CANCELLATION:</u> Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Betty Hurst, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

- D. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Betty Hurst**, **Contracts Administrator**, **1400 E. Ash St.**, **Globe**, **AZ 85501**. The County project and 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. <u>SUBCONTRACTORS</u>: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL</u>: Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

SCHEDULE:

For construction in the contract documents, the project shall be completed within **30 Calendar** Days of the commencement date as specified on the Notice To Proceed.

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

WORK ITEM

DAILY CHARGE PER CALENDAR DAY

All work not complete within the above specified time after start of work.

\$350.00

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

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

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

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

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

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

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

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

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

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

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

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

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

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for: Forest Service Rd. No. 512 Asphalt Patching Project.

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT CONTRACT NO. 020917

OWNER:	CONTRACTOR:	
GILA COUNTY BOARD OF SUPERVISORS		
Tommie C. Martin, Chairman, Board of Supervisors	Contractor Signature	
	Print Name	
ATTEST:		
	Witness (If Contractor is Individual)	
Marian Sheppard, Clerk of the Board		
APPROVED AS TO FORM:		
Jefferson R. Dalton, Deputy Gila County Attorney, Civil for Bradley D. Beauchamp, County Attorney	Bureau Chief	

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)

That,		
		hereinafter called the Principal), as Principal,
and		
(hereinafter called Surety), a corp	poration duly organized and existing	the laws of the State of
the Director of the Department	of Insurance, as Surety, are held ar	o transact surety business in Arizona issued b and firmly bound unto Gila County (hereinafte
called the Obligee) AMOUNT)	in the amount doll	of (100% OF CONTRAC ars (\$), for the paymer eirs, administrator, executors, successors, an
original term of said contract and any guaranty required under the conditions, and agreements of armade, notice of which modification otherwise to remain in full force a PROVIDED, HOWEVER , tl 2, of the Arizona Revised Statute provisions of said Title, Chapter arman and said	any extension thereof, with or with contract, and shall also perform and my and all duly authorized modifications to the Surety being hereby wall deffect; that this bond is executed pursuant the sand all liabilities on this bond and Article, so the extent as if they was suit on this bond shall recover	s and agreements of said contract during the out notice to the Surety, and during the life of fulfill all the undertakings, covenants, terms ations of said contract that may hereafter beived; then the above obligation shall be voice to the provisions of Title 34, Chapter 2, Article shall be determined in accordance with the ere copied at length herein. as a part of the judgment such reasonable
Witness our hands this _	day of	, 2017.
Principal	Seal	
Surety	Seal	Ву:
Agency of Record		Ву:
Arizona Countersignature		Agency Address
Address		_
Phone Number		-

STATUTORY LABOR AND MATERIALS BOND (LMB-1) PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That, ______, (hereinafter called the Principal), as Principal, and (hereinafter called Surety), a corporation duly organized and existing the laws of the State of with its principal office in the 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) ______), 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: FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, 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 **Principal** Seal Surety Seal By: **Agency of Record** By: **Arizona Countersignature Agency Address**

Address

Phone Number

GILA COUNTY <u>CONTRACT PERFORMANCE WARRANTY</u> (CPW-1)

l,Luke Plante	, representing
Mangum Civil Constructors, Inc	(company name)
do hereby warranty the work performed for	the:
FOREST SERVICE RD NO. 512 ASPHALT PATO	CHING PROJECT, GILA COUNTY, ARIZONA,
for a period of two (2) years from completio	n of said work.
Said work shall be free from defects which manner.	would cause the work not to perform in its intended
7.125	3/7/17
(Officer, Partner, Owner)	Date

STATE OF ARIZONA

Gregistrar of Contractors Office of the License No. ROC

290160

This is to Certify That

Mangum Civil Constructors Inc

Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

General Engineering



Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors

in my office, City of Phoenix, on 02/21/2014

DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS



DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaim.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Deta	ils for License Number 0746	662 (Tuesday, March 7, 2017 2:50:36 PM)				
Contrac	tor	Licens	e			
Name/ Address/ Phone	Status/ Action	Class Type Entity Issued/Re				
State Constructors Incorporated 318 W Aero Dr Payson, AZ 85541-5405 Phone: 602	CURRENT	A-14 COMMERCIAL CORPORATION	First Issued: 12/31/1987 Renewed Thru: 08/31/2018			

License Class & Description A-14 ASPHALT PAVING

Comments

•[TEMP LIC ISSUED 7/87]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Claude A Randall		Name Tammy Lee Randall
Position QP/OFFICER	Qual. Date 12/31/1987	Position OFFICER
Name Carl Derwin Randall		
Position FORMER QP/None	Inactivation Date 03/15/1993	

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open:	This is the num was not found.	ber of complaints ag Upon adjudication s	gainst this contrac ome complaints a	tor that are re found to	currently open excep be without merit an	ot those in which an agency inspection has not occurred or a d are dismissed.	violation
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Disciplined: (This is the num	ber of complaints th	at resulted in disc	ipline agair	nst this contractor.		THE PROPERTY OF THE PARTY OF TH
Resolved/Settled/ Withdrawn:		ber of complaints cl rrective work order c	osed against this or formal citation.	contractor t	hat were resolved or	settled by the contractor or withdrawn by the complainant a	ıfter
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		and the second s	Во	nd [2]]	Information	4 Common Street	11. 20. Stratt DA. 20. 20.
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AG3348	07/02/2001	07/24/2003	\$5,000.00	\$0.00	\$5,000.00	CONTRACTORS BONDING & INS CO	
			Во	nd [3] I	nformation		
Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
LPM 0132882	07/31/1987	06/05/2003	\$5,000.00	\$0.00	\$5,000.00	FRONTIER INSURANCE COMPANY	e da e de d



DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaim.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Deta	ils for License Number 07466	63 (Tuesday, March 7, 2017 2:51:14 PM)	
Contrac		Licens	e
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
State Constructors Incorporated 18 W Aero Dr Payson, AZ 85541-5405 Phone: 602	CURRENT	A-5 COMMERCIAL CORPORATION	First Issued: 12/31/1987 Renewed Thru: 08/31/2017

License Class & Description A-5 EXCAVATING, GRADING AND OIL SURFACING

Comments

●[SUSPENDED NON-RENEWAL 09/01/2015 - 11/09/2015] ●[SUSPENDED NON-RENEWAL 09/01/2011 - 10/18/2011] ●[TEMP LIC ISSUED 7/87] ●[SUSP 9/1/03 - 9/11/03 RENEWAL]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Claude A Randall		Name Tammy Lee Randall
Position QP/OFFICER	Qual. Date 12/31/1987	Position OFFICER
Name Carl Derwin Randall		The state of the s
Position FORMER QP/None	Inactivation Date 03/15/1993	

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

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Department of the Treasury

Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.													
	Mangum Civil Constructors, Inc													
ci.	2 Business name/disregarded entity name, if different from above											,	_	
ge														
8	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:				4	Exe	mpt	ions	(cod	les ar	vlac	only	to	
sor	o Individual/sole proprietor or Corporation Solution Partnership Trust/estate certain entities, not individuals; so										е			
single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. Other (see instructions)														
r ty	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for										rtino	_		
o tr stri	the tax classification of the single-member owner.													
Pri-	Code (if all y) Other (see instructions) ▶ (Applies to accounts maintained outside the U.S.)										S.)			
ij	5 Address (number, street, and apt. or suite no.)	Request	ter's	nam	ne and	add	ress	(opti	ona	l)			_	
De C	1075 E Salter Dr	Gila Co												
ဖ	6 City, state, and ZIP code	1400 E	ast	Às	h									
S	Phoenix, Az. 85024	Globe,	Az	. 85	501									
- 1	7 List account number(s) here (optional)										_			
Par	Taxpayer Identification Number (TIN)						_						_	
	our TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	oid	So	cial s	secur	itv nı	ımb	er						
backu	o withholding. For individuals, this is generally your social security number (SSN). However, fo	ora Ī				Γ	T	一			$\overline{}$		_	
reside	at alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other	. 1				-		- 1	-1					
TIN on	, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i> page 3.		or		ш	L			į				_	
	f the account is in more than one name, see the instructions for line 1 and the chart on page		_	ınlov	er ide	entific	catio	on ni	ımh	er				
auideli	nes on whose number to enter,	4 IOF [.p.o.,	rer identification number					$\overline{}$	닉			
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Part	II Certification													
	penalties of periury. I certify that:												_	
	number shown on this form is my correct taxpayer identification number (or I am waiting for a	a numb	~ + <i>c</i>	, ha	ioou	-d +-		-)	لم					
Sen	not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) rice (IRS) that I am subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding as a result of a failure to report all interest of the subject to backup withholding as a result of a failure to report all interest of the subject to backup with a subject to backup withholding as a result of the subject to backup withholding as a result of the subject to backup withholding as a result of the subject to backup withholding as a result of the subject to backup with a subject to backup withholding as a result of the subject to backup withholding as a subject to bac) I have r or divide	not nds	beer , or	n noti (c) th	ified e IRS	by S ha	the li as no	nter otifie	nal I ed m	Reve	enue at I	am	
	onger subject to backup withholding; and													
	a U.S. citizen or other U.S. person (defined below); and													
	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting													
Certific	ation instructions. You must cross out item 2 above if you have been notified by the IRS that	at you a	re c	urre	ntly s	subje	ect t	o ba	cku	ıp w	ithha	oldir	g	
interest	e you have failed to report all interest and dividends on your tax return. For real estate transa paid, acquisition or abandonment of secured property, cancellation of debt, contributions to	ictions, i	tem	12 d	oes r	not a	ppl	y. Fo	r m	ortg	age			
genera	ly, payments other than interest and dividends, you are not required to sign the certification, I	but vou	mu	st pr	rovid	e vot	ur c	orre	et T	il (ir	ia), i See f	ana th e		
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aenerai instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.



Mangum Civil Constructors, Inc.

Company Profile & Summary

Presented to:

Gila County
ATTN: Procurement Dept.
1400 East Ash
Globe, Az. 85501

Re: Mangum Subcontractor Qualification

Procurement Dept.,

Please see the following company profile and summary. Mangum Civil Constructors, Inc. offers a full range of construction and technical services in the construction and telecommunication industry. Mangum Civil Constructors is an "In-House" builder with its own civil, tower, antenna & coax, ac/dc power plant, battery and fiber crews that offer full turnkey solutions. Mangum crews are very familiar with various Government and Private sector projects and have built numerous sites in the desert southwest and Maine.

We thank you for your time and consideration.

Le plan

Luke Plante, Managing Partner

Mangum Civil Constructors, Inc.

Average Total Employees: 20 - 30

Primary Line of Business: Construction Site Deployment & Development

Website: www.mangum-civil-constructors.com

Incorporated: 2011

Office Locations: Arizona

Current State Licensing: Arizona, Utah, New Mexico & California.

Project Performance Locations: Arizona, Utah, California, Colorado, Maine, New

Mexico, & Texas

	LICENSING
State	License # / Class
State of Arizona	License #: ROC290160 Class: A-1 – General Engineering License
State of New Mexico	License #: 373068 Class: GB-98 – General Building Contractor
State of Utah	License #: 6180242-5501
	Class: S260
	License #: 8794962-5551
	Class: E100
State of California	License #: 956151 Class: A – General Engineering Contractor

Management Directory & Key Personnel:

- Luke Plante, Civil Division Manager, Director / Partner
- Christopher J. Cordell, President / Partner
- Jennifer Cordell, Project Manager
- Terry McDermott, Construction Project Manager
- Sean Ruggles, DC Division Manager
- Jacob Mills, Fiber / Microwave Division Manager
- Jennifer Cordell, Project Manager / Environmental Specialist

Business Profile:

The Mangum Group offers a full range of construction and technical services in the construction industry and are an "In-House" builder with our own civil, tower, ac/dc and fiber crews. Mangum offers a full turnkey solution for all of your civil needs. The Mangum Group is a financially stable firm, with experienced and qualified personnel in all aspects of our services. We take pride in our workmanship and it is our goal on every job to offer our clients a clean, top quality finished product, completed on time and in a safe manner. We also work closely with the customer and project engineers in order to provide the most cost effective method of construction for our customer.

The Mangum team is also uniquely qualified for remote access construction. We have extensive experience working on extremely challenging mountain tops from California to Maine. Mangum owns and operate specialized equipment geared for the challenges remote site construction presents, we have capability's to drill and install rock anchors, a mobile concrete batch plant, and lightweight equipment for sites inaccessible by standard methods, to name a few.

Past Work Experience:

Mangum Civil Constructors currently working on the APS (Arizona Public Service) EHV Loop Transmission Construction Project with Wilson Construction. Project consisting of road and drainage installation, line crew pull stations grading, dust control watering, SWPPP, and finish grade. The APS EHV Loop Transmission Construction project will provide the electrical transmission infrastructure needed to import additional electricity from power plants in and around the Palo Verde Hub. The project is 70 miles long and

will be constructed on steel towers, from 130 feet to 150 feet tall. The proposed transmission lines will primarily parallel the Southwest Powerlink (SWPL). By providing an additional high-voltage source, the projects will improve reliability of the Phoenix area's APS system. B T & Associates provided materials testing for soils and concrete on 4 laydown yards. Services have been conducted on 18 acres in Tonapah. The project is broken up into (4) transmission lines and (3) substations and expected to be in service by 2016.

<u>Palo Verde – Delaney 500 kV Transmission Line</u>, 15 miles, this project is anticipated to interconnect generation projects at the Delaney switchyard. This line is also one section of a new 500kV path from Palo Verde around the western and northern edges of the Phoenix area and terminating at Pinnacle Peak.

<u>Delaney – Sun Valley 500 kV Transmission Line</u>, 28 miles, this project will serve projected need for electric energy in the area immediately north and west of the Phoenix Metropolitan area. It will increase the import capability to the Phoenix Metropolitan area as well as increase the export/scheduling capability from the Palo Verde area to provide access to both solar and gas resources. The project will also increase the system reliability by providing a new transmission source to help serve the areas in the western portions of the Phoenix Metropolitan area.

Mangum Civil Constructors was the civil contractor for the Magna Walmart. Project consisting of site excavation, structural excavation, underground utilities, concrete, SWPPP, and finish grade.

Mangum Civil Constructors was the civil contractor for the Provo Walmart Remodel. Project consisting of site excavation, structural excavation, underground utilities, demolition, SWPPP, and finish grade.

Mangum Civil Constructors was the civil contractor for the PSEC Riverside County communication project. Project consisting of 10 communication sites with various scopes such as, access roads, foundations, steel erection, building construction, remote site access, SWPPP, and antenna installation.

Mangum Civil Constructor was the civil contractor for the US Customs and Border Protection – El Paso market. Project consisting of 28 communication sites with various scopes such as helicopter deployment solar site, access roads, foundations, steel erection, remote site access, SWPPP, and antenna installation.

Trades List:

Pre-Construction Services:

- **Environmental Due Diligence** Includes the completion of Phase 1 Environmental Due Diligence studies and FCC mandated NEPA Checklist studies, including final reports and appendices.
- Design Services Includes Fiber Coordination Design, Zoning Drawings, and Construction Drawings.
- **Site Acquisition Assistance** Including Landowner Research and Communication and Site Identification
- **Permitting** Assistance in obtaining building permits from local jurisdictions
- **Power Coordination** Coordination with local utility providers to obtain new electrical services and assistance in upgrading existing services

AC/DC & Fiber Equipment Installation:

- Power Plant & Battery Install Installation of batteries, racks, and accessories to the highest quality standards. Coordination with other onsite resources to ensure timely project completion. Battery replacement and proper disposal with EPA accredited recycler. Acceptance Inspection and Testing of batteries (Necessary for the reliability and ultimate performance of your batteries). Provide all necessary site documentation (Battery Birth/Death Certificates, EMIS and Installation/Initialization testing) for warranty purposes.
- Equipment Installation Includes CDMA/TDMA, PCS, GSM, LTE/AWS(xLTE), Single or Neutral Host DAS, and Small Cell. Equipment integration/optimization. Early Telco and Power Coordination, Head end civil construction, ALU 7705/7750 Installations. Full site preps for all technologies. MRO, MCO, SAR-O, SAR-W and PDU's
- **Fiber Equipment Prep & Install** SM, MM and Dark fiber. Pull, clean, prep, and test using certified Exfo equipment, OTDR, Scope and proper cleaning methods. Techs are certified to the highest standards in the industry.
- Back Up Generator Installation Site prep, underground location, grounding, conduit, pad install, Generator set, fencing/block and gates. MTS/ATS install. Generator Prep and Startup.

Full Site Development:

• Civil – Includes Clear & Grub, Site Cut/Fill, Rough and Finish Grading, Road Installation & Improvements

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- Excavation Includes: Excavate for Foundations, Import and Place Fill, Compaction, Backfill, Rock Excavation
- Trenching Includes: Trenching for Grounding, Power, Telco, LPG, Conduit,
 Ftc.
- Utility Installation Includes: Install Sewer, Water, Power, Strom Drain, LPG,
 Power Conduit, Telco Conduit
- Retaining Systems Includes: Landscaping Rock Retaining Walls, Concrete Retaining Walls, CMU Retaining Walls
- Rock Anchoring System Install Air Track Rock Drill & Compressor, and Remote Access Drilling Capacity (Both Mechanically and Hand Drilling Capability's). Anchor pull testing capabilities
- Interior & Exterior Grounding Experienced with R-56 installation standards. Certified R56 Installers on staff
- Material Delivery and Removal In-House Equipment for import and export of materials
- Equipment Transport In-House capability's for heavy haul (up to 55 tons)
- SWPPP / AQMD Certifications

Concrete:

- Footings and Foundation Systems Own & operate specialized Footing and Foundation Wall Form Systems, with large scale commercial, residential, and retaining system capabilities
- **Tower Foundations** Pad & Pier Foundations and Caisson Foundations
- Pad Foundations Installation of Building Pad Foundations, Propane Pads,
 Generator Pads, Stoops, and Stairs
- Remote Site Concrete Ready Mix Supply Own and operate specialized equipment for the cost effective production of Concrete / Ready Mix in remote areas where concrete is not available and for sites where access is a problem. Capable of supplying mix designs for different concrete strengths. Also, have historical data of concrete supplied in the past.

Tower, Antenna & Transmission Line:

- Tower Erection & Dismantling Trained and qualified Tower Crews
- Antenna and Transmission Line Installation
- FAA Compliant Tower Lighting Systems
- Tower Remediation and Upgrades
- Tower and Site Grounding

- Monopoles, Self-Support, Guy Towers, Water Towers & Roof Top Installation
- Sweep / PIM Testing (testing equipment & certification in house)
- Site Audits and Tower Mapping
- Guy tower plumb and tensioning. Guy wire replacement. TPT report provided

Solar:

- Remote Site Installation using helicopters
- Solar Panel Racking Installation
- Solar panel(s), combiners, disconnects, rectifiers, etc.. install

Miscellaneous:

- Remote Site Build In-Place Equipment Shelters
- **Structural Welding & Fabrication** In-House Certified welders, and equipment with specialized welding capabilities
- Existing Building Remodels Upgrades
- Remote Site Equipment & Shelter Delivery Specialized Equipment for the Transport/Delivery of Shelters, Materials to sites that present access challenges
- Demolition Equipment equipped with Hydraulic Hammers for rock excavation and concrete demolition, also equipped for removal of debris.
- Utility Coordination (Power & Fiber)
- Tenant Improvements (Full TI Build Outs)

Field Experience

Project Name: Red Lake Dollar Amount: N/A

Customer: Navajo Tribal Utility Authority (NTUA) Completion Date: 2012

Scope: Tower Foundation, Grounding Install, Equipment pads, and Ice Bridge Install

Project Name: Nashitti Dollar Amount: N/A

Customer: Navajo Tribal Utility Authority (NTUA) Completion Date: 2013

Scope: Tower Foundation and Grounding Install. Tower Erection

Project Name: Hole in the Wall, AZ Dollar Amount: N/A

Customer: Navajo Tribal Utility Authority (NTUA) Completion Date: 2013

Scope: Tower Erection

Project Name: Houck Dollar Amount: N/A

Customer: Navajo Tribal Utility Authority (NTUA) Completion Date: 2013

Scope: Tower Erection

Project Name: Various - Power & Fiber Coordination, DAS Install, DC, Battery & Power Plant

Install Dollar Amount: \$1,209,840.57

Customer: Verizon Wireless Completion Date: Dec. 2014

Subs: Electrical & HVAC Percentage of Work: 75%

Project Name: Various – Communication Site Development & Decommissioning

Dollar Amount: \$1,023,072.00

Customer: TowerCom Technologies Completion Date: On going

Subs: Electrical Percentage of Work: 80%

Project Name: Various – Raw Land Communication Site Development, Structural

Modification, Guyed Tower Inspection & Maintenance, Antenna and Line Install, RET / TMA

Install & GSM Decom (2G & 3G Upgrades)

Dollar Amount: \$959,619.92

Customer: CellularOne Completion Date: On going

Subs: Electrical Percentage of Work: 75%

Project Name: Benson Ridge, NM Dollar Amount: \$109,000.00

Customer: U.S. Customs & Border Protection / SAIC Completion Date: April 2013

Subs: Propane & Electrical Percentage of Work: 60%

Project Name: Dog Springs, NM Dollar Amount: \$248,000.00

Customer: U.S. Customs & Border Protection / SAIC Completion Date: March 2013

Project Name: San Luis Peak, NM Dollar Amount: \$261,500.00

Customer: U.S. Customs & Border Protection / SAIC Completion Date: February 2013

Subs: Propane & Electrical Percentage of Work: 90%

Project Name: Gillespie Peak, NM Dollar Amount: \$266,446

Customer: U.S. Customs & Border Protection / SAIC Completion Date: February 2013

Subs: Propane & Electrical Percentage of Work: 95%

Project Name: Big Hatchet Mountain, NM

Dollar Amount: \$46,000.00

Customer: U.S. Customs & Border Protection / SAIC

Completion Date: February 2013

Subs: Electrical

Percentage of Work: 85%

Project Name: Santa Rosa Peak, CA

Dollar Amount: \$855,000

Customer: PSEC Riverside County / Motorola

Completion Date: November 2013

Subs: Mechanical, Roofing & Electrical

Percentage of Work: 90%

Project Name: US Custom & Border Protection

Dollar Amount: \$1,451,937.00

P25 Taccom Modernization Houlton, Maine

2012 Projects: Clear Lake Mtn, Norway Bluffs, Spencer Mtn, Passadumkeag, Estcourt, Fort

Kent, Limestone, Forest City

Customer: Motorola / US Customs (CBP)

Completion Date: November 2012

Subs: None

Percentage of Work: 70%

Project Name: North Central Region All-Hazards, CO

Dollar Amount: \$240,138.00

2012 Projects: Squaw Mtn, Bellevue

Customer: Arapahoe County, CO

Completion Date: October 2012

Subs: Klemco Drilling

Percentage of Work: 80%

Project Name: US Customs & Border Protection

Dollar Amount: \$1,400,000.00

P25 Taccom Modernization Project

El Paso Focus Area (New Mexico)

Start Date: December 2011

Projects: Antelope Wells, Caballo Peak, Columbus, Davenport, Glenwood Brushy, Jack's Peak, Johnson Mtn, Las Cruces, Little Florida's, Mangas, Mount Taylor, North Oscura Peak, Sandia Peak, Santa Teresa, Socorro Mtn, Teseque

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Customer: SAIC / US Customs (CBP) Completion Date: August 2012

Subs: Crane Service Inc, Mountain West Propane Percentage of Work: 75%

Project Name: State of New Mexico DOIT Dollar Amount: \$155,000.00

Projects: Cathy Ridge, Alamogordo

Customer: Tower Com

Completion Date: August 2012

Subs: Mountain West Propane Percentage of Work: 70%

Project Name: US Customs & Border Protection Dollar Amount: \$413,000

P25 Taccom Modernization Project

Houlton Focus Area (Maine) Start Date: July 2011

Projects: Deer Farm, Easton, Fuller Road, Hamlin, Portage Lake, St. Francis

Customer: Motorola / US Customs (CBP) Completion Date: November 2011

Subs: None Percentage of Work: 70%

Project Name: North Central Region All-Hazards, CO Dollar Amount: \$192,550.00

Projects: Dakota Hill, Miner's Mesa, Silvergulch

Customer: Arapahoe County, Colorado Completion Date: October 2011

Subs: Klemco Drilling Percentage of Work: 70%

Project Name: County of Riverside PSEC (California) Dollar Amount: \$1,150,000.00

Projects: Black Rock, Chuckwalla, Joshua Tree, Santiago Peak, Manifee, Lake Riverside, Ridge

Road

References

Name: Max Ryden

Company: Wilson Construction

Title: Project Manager

Phone: (480) 266-7074 E-Mail: mryden@wilsonconst.com

Project Description: Palo Verde – Delaney 500 kV Transmission Line & Delaney – Sun Valley

500 kV Transmission Line

Name: Ryan Jenkins

Company: Verizon Wireless

Title: Construction Manager

Phone: (602) 309-8284 E-Mail: Ryan.Jenkins@VerizonWireless.com

Project Description: Microwave Install & Testing, DAS Installation, Power and Utility (Fiber) Coordination, Antenna and Coax Installs, DC (Battery & Power Plant) Install, Radio Install and

Provisioning, Fiber, PIM and Sweep Testing.

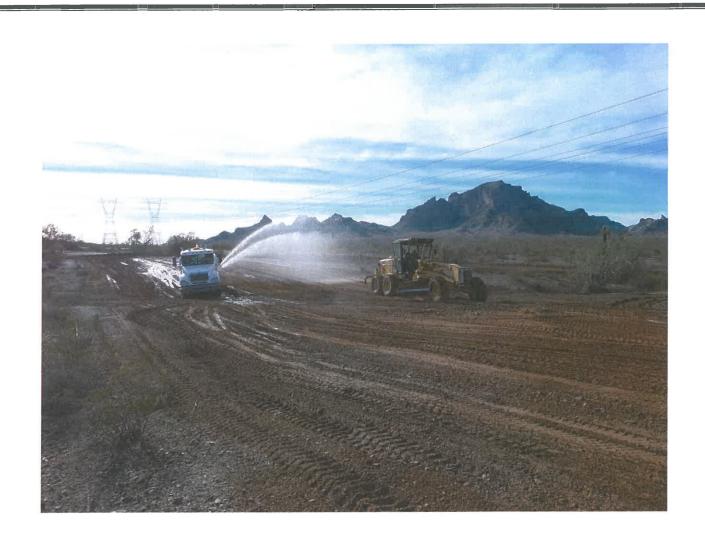
Name: David Barnes

Company: TowerCom Technologies, LLC

Title: Construction Project Manager

Phone: (208) 286-0266, Ext. 105 E-Mail: dbarnes@towercomtechnologies.com

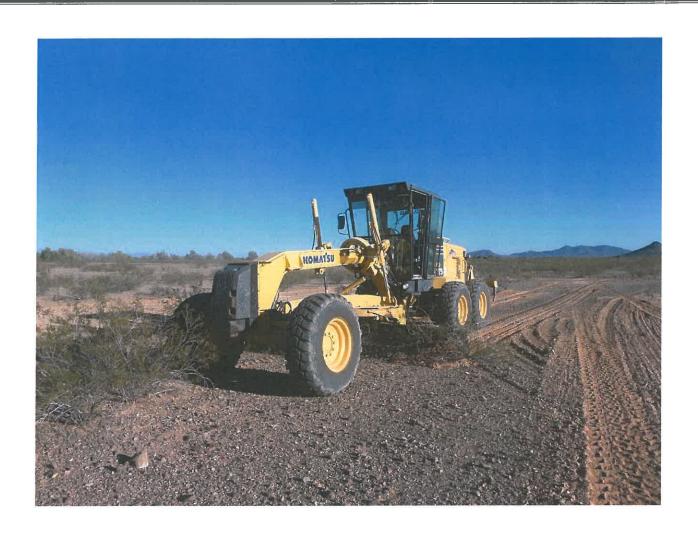
Project Description: State of New Mexico – DoiT. Raw Land / New Site Builds. Included all grading, excavation, foundations, grounding, tower and shelter installations. Propane tank set and plumb, fencing install and site rock. Other SOW includes State of New Mexico – DOIT site decommissioning.



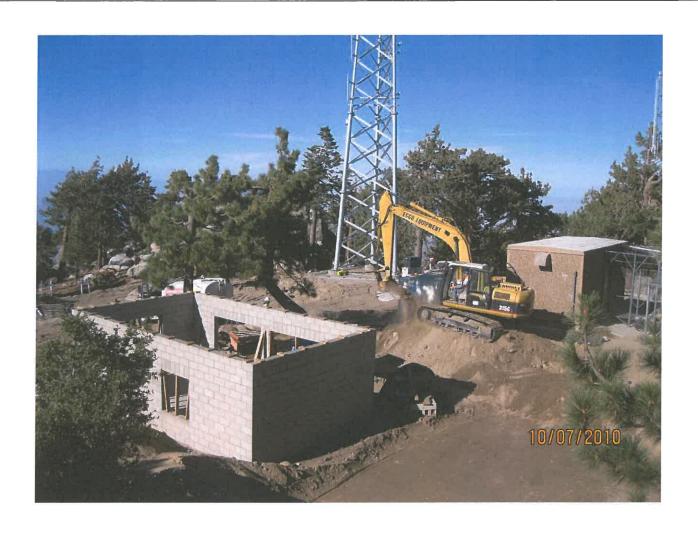


















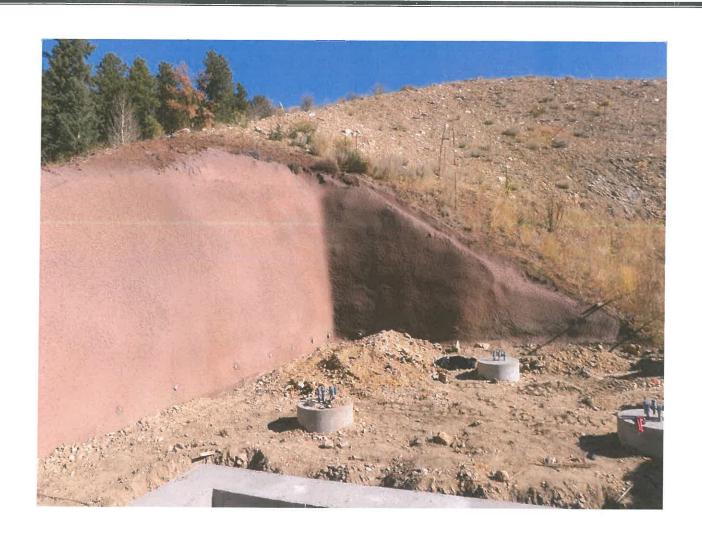
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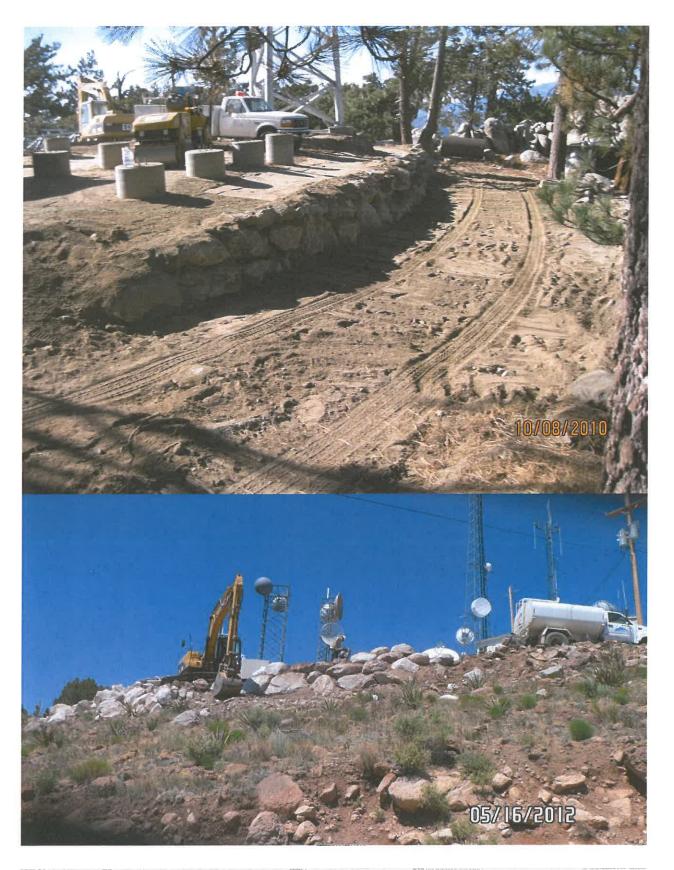


26 | P a g e Mangum Civil Constructors, Inc.
1075 E Salter Dr, Phoenix, Az. 85024 * Office: 602.466.3926 * Fax: 602.535.4530





28 | P a g e Mangum Civil Constructors, Inc. 1075 E Salter Dr, Phoenix, Az. 85024 * Office: 602.466.3926 * Fax: 602.535.4530



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Contract Forms are a binding part of Informal Bid Documents and Awarded Contract.

CONTRACT FORMS

Proposal	P-1 to P-3
Price Sheet	PS-1 to PS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 020917 Forest Service Rd No. 512 Asphalt Patching Project, Gila County, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of				
Pima Paving In	c			
,				

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

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

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

Proposal continued...

If by a Corporation:

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

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

(SEAL)	
Corporate Name: Pima Paving Inc	
Corporate Address: 5180B N La Cholla Blvd, Tuc	cson, AZ 85705
Incorporated under the laws of the State of : Arizona	
By (Signature):	Date: 3/15/17
President:	
Secretary: Cun Jan	
Treasurer: Company	·

Proposal continued...

If by a Firm or Partnership:	
Firm or Partnership Name:	
Firm or Partnership Address:	
By (Signature):	
Name and Address of Each Member:	
If by an Individual:	
Signature:	Date:

PRICE SHEET (PS-1 to PS-2)

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT GILA COUNTY, ARIZONA

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

Firm Name: Pima Paving Inc	
TOTAL CONTRACT PRICE, for the sum of \$ 102,983.25	
WRITTEN TOTAL CONTRACT PRICE	
One Hundred Two Thousand Nine Hundred Eighty Three	Dollars
and Twenty Five Cents.	

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

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

PRICE SHEET (PS-1)

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT Bid 020917

Quantity Unit Description Unit Price Extension

915 SQ. YD. Asphaltic Concrete Patch \$ 112.55 \$ 102.983.25

TOTAL BID IN WORDS \$ One Hundred Two Thousand Nine Hundred Elighty Three and 55/100 dollars

*Price to include all applicable taxes and required fees.

No tax shall be levied against labor. Payment will be made based on actual quantities.

PROPOSAL NO.: H0317053

5180-B NORTH LA CHOLLA BLVD TUCSON, ARIZONA 85705



PHONE: (520) 888-2820

FAX: (520) 888-2864

License # 084295, 094584, 048087

PROPOSAL DATE: 03/15/17

POINT OF CONTACT:	POINT OF CONTACT EMAIL ADDRESS:
Gila County Patching	
PRIMARY PHONE NUMBER:	ALTERNATIVE NUMBER:

PROPERTY OWNER:	PROJECT NAME:
Gila County	Forest service Rd 512 Asphalt Patching Project
PROPERTY OWNER'S MAILING ADDRESS:	JOBSITE COMPLETE ADDRESS OR LEGAL DESCRIPTION:
1400 E Ash Street	20917
Globe Az 85501	

PIMA PAVING, INC. HEREBY SUBMITS THE FOLLOWING DESCRIPTION OF WORK, SPECIFICATIONS, AND ESTIMATE PROVIDING LABOR, MATERIALS, AND EQUIPMENT:

Price includes all tax material and labor to complete job

Schedule of Events

day 1 mobilizing to site and setting staging area with portajohn

day 2 -have safety meeting and give run down of the project

set traffic control and certified flaggers

begin saw cutting failed areas and hauling off excess material down to 8-10"

compact subgrade and put 4"-6" of spec abc

water, compact, and finish grade patch area (get densities on abc)

tac edges and pave 4" compacted asphalt mat in 2 lifts

finishing patch areas so that the road can be opened every night

if the patch can't be completed (emergency situations) the patch will be fill with abc until the next day

day 3 same as day 2 (until completion)(about 2 weeks)

mobilization \$16,160.42

traffic control \$8,501.03

demolition of asphalt and abc \$12,199.33

placing and finishing abc \$25,476.88

4" asphalt patches \$30,939.79

striping and testing \$9,710.33

Total \$102,987.78

ESTIMATED COMPLE	TION DATE:	Within 30	Days of Date of Acceptance of the Proposal
ADVANCE DEPOSIT:	\$	- DATE PAID:	N/A
olete work in accorda	nce with the ab	ove specifications for the	e total sum of
Terms or	Pa	ayment due in full within 3	30 days upon completion of the work described.



GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that	we, the undersigned Pima Paving, Inc
as Principal, hereinafter called the Principa	I, andEmployers Mutual Casualty Company,
a corporation duly organized under the law	vs of the State of,
issued by the Director of the Department hereinafter called the Obligee, in the sum County for the work described below, for	olding a certificate of authority to transact surety business in this State of Insurance, are held and firmly bound unto Gila County as Obligee, of ten percent (10%) of the amount bid, submitted by Principal to Gila the payment of which sum well and truly to be made, the said Principal heirs, executors, administrators, successors, and assigns, jointly and
WHEREAS, the Principal is herewith submit	ting its proposal for:
BID NO. 020917, FORES	T SERVICE RD NO. 512 ASPHALT PATCHING PROJECT
Principal and the Principal shall enter into cand give such bonds and certificates of insufficient surety for the faithful performan furnished in the prosecution thereof, or ingive such bonds and certificates of insuranthe penalty of the bond between the amobiligation is void. Otherwise, it remains in the penalty of the bond between the amobiligation is void.	by and through its Public Works Director, accepts the proposal of the contract with the Obligee in accordance with the terms of such proposal, surance as may be specified in the contract documents with good and ice of such contract and for the prompt payment of labor and material the event of the failure of the Principal to enter into such contract and ice, if the Principal shall pay to the Obligee the difference not to exceed ount specified in the proposal and such larger amount for which the another party to perform the work covered by the proposal then this in full force and effect provided, however, that this bond is executed and all liabilities on this bond shall be determined in accordance with its lift were copied at length herein.
N WITNESS WHEREOF, we hereunto set ou	r hands and seals:
Principal - Pima Paving Inc	Surety - Employers Mutual Casualty Company
3y - Reginald West "itle - President	By Attorney-in-Fact - Adam Griggs 4525 E Skyline Dr. Ste 115 Tucson, AZ 85718 Address, Attorney-in-Fact
nde - President	Subscribed and sworn to before me this <u>15th</u> day of <u>March</u> , 20 <u>17</u>
	My commission expires: 19 Marca 2019
SCOTT C ADAMS NOTARY PUBLIC, ARIZONA PIMA COUNTY My Commission Expires March 19, 2019	Notary Public Scatt C Hung



P.O. Box 712 • Des Moines, IA 50306-0712

No. B49247

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- Employers Mutual Casualty Company, an Iowa Corporation
- **EMCASCO Insurance Company, an Iowa Corporation**
- Union Insurance Company of Providence, an Iowa Corporation
- Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and ADAM GRIGGS, JOHN KNAPP, ROBIN JOHN	d collectively as "Companies", each o STON, SCOTT ADAMS	does, by these presents, ma	ke, constitute and appoint:	
ts true and lawful attorney-in-fact, with full power similar nature as follows:	and authority conferred to sign, sea	l, and execute its lawful bon	ds, undertakings, and other obligatory instru	ments of a
n an amount not exceeding Five Million Dollars	3		\$5,0	00,000.00
and to bind each Company thereby as fully and to he acts of said attorney pursuant to the authority h	o the same extent as if such instrum hereby given are hereby ratified and	ents were signed by the dult confirmed.	y authorized officers of each such Company	, and all of
The authority hereby granted shall expire	APRIL 1, 2019	unless sooner revoke	ed.	
	AUTHORITY FOR PO	WER OF ATTORN	EY	
This Power-of-Attorney is made and executed puregularly scheduled meeting of each company duly	ursuant to and by the authority of the called and held in 1999:	ne following resolution of the	e Boards of Directors of each of the Comp	anies at a
RESOLVED: The President and Chief Executive (and authority to (1) appoint attorneys-in-fact and authority to (1) appoint attorneys-in-fact and authority given to him or her. Attorned to execute and deliver on behalf of the Company, other writings obligatory in the nature thereof, and Certification as to the validity of any power-of-attorinding upon this Company. The facsimile or me certified copy of any power-of-attorney of the Company NITNESS THEREOF, the Companies have call	If authorize them to execute on belify and other writings obligatory in the neys-in-fact shall have power and authorized to attach the seal of the Comany such instrument executed by an orney authorized herein made by an chanically reproduced signature of pany, shall be valid and binding upor	half of each Company and enature thereof, and (2) to re thority, subject to the terms a pany thereto, bonds and un y such attorney-in-fact shall officer of Employers Mutua such officer, whether made of the Company with the same	attach the seal of the Company thereto, I move any such attorney-in-fact at any time a and limitations of the power-of-attorney issued dertakings, recognizances, contracts of independent of the fully and in all respects binding upon the I Casualty Company shall be fully and in a heretofore or hereafter, wherever appearing force and effect as though manually affixed.	bonds and and revoke ed to them, emnity and Company. Ill respects ng upon a
7th day of MARCH	2016		own, and the Corporate seals to be nereto a	affixed this

Bruce G. Kelley, Chairman Michael Freel of Companies 2, 3, 4, 5 & 6; President Assistant Vice President of Company 1; Vice Chairman and CEO of Company 7 day of MARCH Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly swom, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2016. KATHY LYNN LOVERIDGE Commission Number 780769 My Commission Expires October 10, 2016 Notary/Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on MARCH 7, 2016 ADAM GRIGGS, JOHN KNAPP, ROBIN JOHNSTON, SCOTT ADAMS

are true and correct and are still in full force and effect.

, 2017

Vice President

GILA COUNTY QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

A brief history of the Contractors Firm.

C.

made a full part of this contract by this reference.

Contract Number 020917-FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT

The applicant submitting this Bid warrants the following:

1.	Name, Address, and Telephone Number of Principal Contractor: Pima Paving Inc
	5180B N La Cholla Blvd Tucson, AZ 85705
	520-888-2820
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?YesXNo. 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 \underline{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:

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.

A Cost Proposal shall be submitted on the Price Sheet, attached hereon and

A list of previous and current customers, which are considered identical or

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

6.	Contractor Experience Modifier (e-mod) Rating in Arizona: 0.75
	A method the National Council on Compensation Insurance (NCCI) uses to measure a
	business' computed loss ratio and determine a factor, which when multiplied by
	premium, can reward policyholders with lower losses. E-mod rate may be a
	determining factor in bid award.

7. Current Arizona Contractor License Number: A (General Engineering) 084295

Signature of Authorized Representative		
Howard Stough		
Printed Name		
Vice President		
Title		



March 15, 2017

Gila County Procurement 1400 East Ash Street Globe, AZ 85501

RE: Bid Call No. 020917 - Qualification and Certification Form (QC-1 to QC-2) Additional Information

To Whom It May Concern:

In accord with the information request found on the Qualification and Certification Form (QC-1 to QC-2) in the bid packet, please see our extended answers to the following request items:

5.a "A brief history of the Contractors Firm" Pima Paving Inc is based in Tucson, AZ and has been in business since May 1978. We are a small business concern that self-performs most types of road and site construction work including asphalt paving, concrete work, dirtwork, etc. We perform new construction as well as maintenance and repair work. While we got our start in Pima county, we have since expanded our service area to the entire state of Arizona.

5.e "List the specific qualifications the Contractor has in supplying the specified services" Pima Paving Inc holds two Arizona Registrar of Contractors licenses: A-General Engineering (084295) and R13-Paving (048087). We have been successfully operating as a company for almost 40 years. The owners, president and vice president have a combined total of over 100 years of experience in the construction industry to draw on. We have completed contracts with commercial, residential, municipal, and federal government entities that have ranged anywhere from a few hundred dollars to over one million dollars. We take pride in self-performing most of our contracted work.

Phone: (520) 888-2820

Fax: (520) 888-2864

Thank you for your consideration.

Sincerel

Howard Stough Vice President

Pima Paving, Inc.

GILA COUNTY REFERENCE LIST (RL-1)

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

References

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

1.	Company:	Freeport-McMoRan Company - Safford
	Contact:	Dale Rogers
	Phone:	928-432-4350
	Address:	8500 N Freeport Mcmoran Rd, PO Box 1019 Safford, AZ 85546
2.	Company:	Town of Marana
	Contact:	Rudy Torres
	Phone:	520-382-1983
	Address:	11555 W Civic Center Dr Marana, AZ 85653
3.	Company:	City of Tucson
	Contact:	Ray Valdez
	Phone:	520-837-4107
	Address:	201 N Stone, 4th Floor, PO Box 27210 Tucson, AZ 85726
4.	Company:	USDA Forest Service
	Contact:	Michael Carico
	Phone:	602-225-5330
	Address:	2324 E McDowell Rd Phoenix, AZ 85006

<u>Pima Paving Inc</u>

Signature of Authorized Representative

Howard Stough, Vice President

AFFIDAVIT BY CONTRACTOR (ANC-1) CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
COUNTY OF: Pima)ss)
Howard Stough	
(Name of Individual)	
being first duly sworn, dep	poses and says:
That he is	
_	(Title)
of	(Name of Business)
512 ASPHALT PATCHING F	elified by Gila County for bidding on BID NO. 020917, FOREST SERVICE RD NO PROJECT, GILA COUNTY, ARIZONA and, Section 112 (C) of Title 23 USC, he certifies as follows:
That neither he no	or anyone associated with the said
	Pima Paving Inc
	(Name of Business)
	entered into any agreement, participated in any collusion or otherwise taken ree competitive bidding in connection with the above mentioned project.
	Pima Paving Inc
	Name of Buşiness
	1/6/
	Ву
	Wigo Drogidont
	<u>Vice President</u> Title
Subscribed and sworn to b	pefore me this 15th day of March , 20 17 .
(au) on	\sim My Commission expires: $3/4/18$
Notary Public	•
	EN GONZALES PUBLIC, ARIZONA

PIMA COUNTY My Commission Expires March 4, 2018

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

At the time of the submission of **Invitation for Bid No. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING 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 County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

Yes it is my intention to subcontract a portion	n of the work.	
No X it is not my intention to subcontract a portion of the work.		
Pima	Paving Inc	
Name	of Business	
Signat	ure of Authorized Representative	
•		
<u>Vice</u>	President	

Title

BIDDERS CHECKLIST (CK-1)

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

CHECKLIST:

REQUIRED DOCUMENT		COMPLETED AND E	XECUTED	
Proposal				
Price Sheet	Price Sheet			
Surety (Bid) Bond				
Qualification & Certification	Form			
Reference List				
Affidavit of Non-Collusion				
Subcontractor Certification				
Contract				
Bidders Checklist & Addenda	Acknowledgmen	it		
ACKNOWLEDGMENT OF RECEIPT O	PF ADDENDA:			
Initials and $3/2/17$ Date	#2	#3 #4	#5	
Signed and dated this	day of	<u>March</u> , 2017	<i>'</i> .	
		Paving Inc		

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: Proposal to Construct: FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 020917. All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before Thursday, March 16, 2017.

GILA COUNTY CONTRACT NO. 020917 (C-1 TO C-7)

TH	IS AGREEM	ENT, made	and entered	into t	his	day o	f		
2017 , by a	nd betweer	n Gila Count	y, a political :	subdiv	ision of	the State o	of Arizoi	na, party	of the
first part,	hereinafter	designated	the OWNER	, and	<u>Pima</u>	Paving	Inc	of the	City of
Tucson	, C	ounty of	Pima	!	State of A	Arizona, pa	arty of t	he secon	d part,
hereinafte	r designated	the CONT R	ACTOR.						•

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

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all materials, labor, equipment and services required for performing all work for Bid No. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 020917 will become the Contract Number.

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

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

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

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

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

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

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u> - 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

Contract continued...

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

- D. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Betty Hurst**, **Contracts Administrator**, **1400 E. Ash St.**, **Globe**, **AZ 85501**. The County project and 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. <u>SUBCONTRACTORS</u>: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL</u>: Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **30 Calendar** Days of the commencement date as specified on the Notice To Proceed.

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

WORK ITEM

DAILY CHARGE PER CALENDAR DAY

All work not complete within the above specified time after start of work.

\$350.00

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

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

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

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

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

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

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

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

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

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

Contract continued...

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

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

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

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for: Forest Service Rd. No. 512 Asphalt Patching Project.

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT CONTRACT NO. 020917

OWNER:	CONTRACTOR:
GILA COUNTY BOARD OF SUPERVISORS	
Tommie C. Martin, Chairman, Board of Supervisors	Contractor Signature
	Howard Stough, Vice President
	Print Name
ATTEST:	
	Witness (If Contractor is Individual)
Marian Sheppard, Clerk of the Board	
APPROVED AS TO FORM:	
Jefferson R. Dalton, Deputy Gila County Attorney, Civ	il 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 IVIEN BY THESE PRESENTS	5 :	
That,		
	, (he	ereinafter called the Principal), as Principal,
and		, ,,
(hereinafter called Surety), a corpora	tion duly organized and existing th	ne laws of the State of
the Director of the Department of Incalled the Obligee) AMOUNT) whereof, the said Principal and Suret assigns, jointly and severally, firmly by WHEREAS, the Principal has RD NO. 512 ASPHALT PATCHING PR made a part hereof as fully and to the NOW, THEREFORE, THE CON perform and fulfill all the undertaking original term of said contract and any any guaranty required under the cont conditions, and agreements of any a made, notice of which modifications otherwise to remain in full force and exprovisions of said Title, Chapter and A	in the amount dollar ty bind themselves, and their heir ty these presents. agreed to enter into a certain cor ROJECT, GILA COUNTY, ARIZONA e same extent as if copied at lengtl IDITION OF THIS OBLIGATION IS S gs, covenants, terms, conditions a extension thereof, with or without tract, and shall also perform and f and all duly authorized modification to the Surety being hereby waive effect; this bond is executed pursuant to and all liabilities on this bond sh article, so the extent as if they were uit on this bond shall recover as	ntract with the Obligee for: FOREST SERVICE, which contract is hereby referred to an herein. BUCH, that if the said Principal shall faithfull and agreements of said contract during the part of the Surety, and during the life of fulfill all the undertakings, covenants, terms ons of said contract that may hereafter be ed; then the above obligation shall be voice the provisions of Title 34, Chapter 2, Article all be determined in accordance with the
Witness our hands this	day of	, 2017.
Pri ncipal	Seal	
Surety	Seal	Ву:
Agency of Record		Ву:
Arizona Countersignature		Agency Address
Address		
Phone Number		

STATUTORY LABOR AND MATERIALS BOND (LMB-1) PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS	:	
That,		
	. (her	einafter called the Principal), as Principal,
and		- marter earliest the remarkary, as remorpaly
(hereinafter called Surety), a corporat	ion duly organized and existing the	laws of the State of
the Director of the Department of Inscalled the Obligee) in the amount of dollars (\$	ling a certificate of authority to trasurance, as Surety, are held and find (100% of Contract Amount)— e payment whereof, the said Princesors, and assigns, jointly and sever agreed to enter into a certain content of County, ARIZONA, same extent as if copied at length of DITION OF THIS OBLIGATION IS SUBJECT, and shall also perform and full act, and shall also perform and full dall duly authorized modification to the Surety being hereby waived affect; his bond is executed pursuant to the dall liabilities on this bond shall recover as a stricle, so the extent as if they were it on this bond shall recover as a stricle.	ripal and Surety bind themselves, and the rally, firmly by these presents. ract with the Obligee for: FOREST SERVIC which contract is hereby referred to an herein. ICH, that if the said Principal shall faithfull and agreements of said contract during the notice to the Surety, and during the life of liftle all the undertakings, covenants, terms of said contract that may hereafter be it; then the above obligation shall be void the provisions of Title 34, Chapter 2, Article II be determined in accordance with the
Witness our hands this		2017.
Pri ncipal	Seal	
Surety	Seal	Ву:
Agency of Record		Ву:
Arizona Countersignature		Agency Address
Address		
Phone Number		

GILA COUNTY CONTRACT PERFORMANCE WARRANTY (CPW-1)

l,	, representing
	(company name)
do hereby warranty the work performed for t	he:
FOREST SERVICE RD NO. 512 ASPHALT PATCH	HING PROJECT, GILA COUNTY, ARIZONA,
for a period of two (2) years from completion	of said work.
Said work shall be free from defects which we manner.	vould cause the work not to perform in its intended
(Officer, Partner, Owner)	Date

ATTACHMENT "E"

Form (Rev. October 2007) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return)		×		
O N	L Pina Pavina Inc			n ii 2 m saa	
page	Business name, if different from above				
6					
or type ructions	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=p ☐ Other (see instructions) ▶	artnership) ►		Exempt payee	2 11
Print Ic Inst	Address (number, street, and apt. or suite no.)	s name and address (optional)			
	5180B N La Challe Blid				
2	City, state, and ZIP code				
	Tucson, AZ 85705				
See	List account number(s) here (optional)		0 .	2	_
Pari	Taxpayer Identification Number (TIN)				
backu alien,	your TIN in the appropriate box. The TIN provided must match the name given on Line 1 p withholding. For individuals, this is your social security number (SSN). However, for a resole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entity imployer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> or	sident ties. it is	Social se	curity number	
	If the account is in more than one name, see the chart on page 4 for guidelines on whos		Employer	identification number	
numb	er to enter.	.		0355263	
Part	II Certification		<u> </u>	0000203	
Under	penalties of perjury, I certify that:	-	-		
1. Th	e number shown on this form is my correct taxpayer identification number (or I am waitin	g for a num	ber to be	issued to me), and	
2. la Re	m not subject to backup withholding because: (a) I am exempt from backup withholding, wenue Service (IRS) that I am subject to backup withholding as a result of a failure to reptified me that I am no longer subject to backup withholding, and	or (b) I have	not beer	notified by the Intern	al as
3. la	m a U.S. citizen or other U.S. person (defined below).		- C - A		
withho	cation instructions. You must cross out item 2 above if you have been notified by the IR ilding because you have failed to report all interest and dividends on your tax return. For integrating paid, acquisition or abandonment of secured property, cancellation of deligible integration and deligible of deligible integration of deligible integration.	eal estate t	ransaction	ns, item 2 does not ap	ply.

arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must

U.S. person ▶ General Instructions

Signature of

Section references are to the Internal Revenue Code unless otherwise noted.

provide your correct TIN. See the instructions on page 4.

Purpose of Form

Sign

Here

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United
- An estate (other than a foreign estate), or

Date >

 A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity,

GILA COUNTY REQUEST FOR INVITATION FOR BIDS

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT

BID CALL 020917

BIDDER'S INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Tommie C. Martin, Chairman
Timothy Humphry, Vice Chairman
Woody Cline, Member

COUNTY MANAGER
John Nelson

PUBLIC WORKS DIRECTOR
Steve Sanders



INVITATION FOR BIDS BID CALL NO. 020917

Sealed bids will be received by Gila County Procurement, in the Copper Building Conference Room, 1400 East Ash St., Globe, AZ 85501, until 4:00 P.M. (AZ Time), Thursday, March 16, 2017 for the Forest Service Rd No. 512 Asphalt Patching Project, GILA COUNTY, ARIZONA, BID NO. 020917 in strict accordance with the rules and regulations of Board approved Policies BOS-FIN-002, BOS-FIN-003 and the Gila County Procurement Group Statement of Operating Procedures. No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.

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

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, BID CALL NO. 020917". All Bids shall be mailed or delivered to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501. Gila County Engineering Services and the Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the Contracts Administrator's office.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

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

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

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

Dates advertised in the Arizona Silver Belt: March 01, 2017 and March 08, 2017

Signed: _______ Date: _____/____

Tommie C. Martin, Chairman of the Board of Supervisors

Signed: ______ Date: ____/____

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

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

- 1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the entire bid packet, in triplicate, and the following forms, all with original signatures, must accompany the bidders proposal:
 - Bid Proposal (pages 58 to 61)
 - Price Sheet (page 63)
 - Surety (Bid) Bond (page 64)
 - Qualification & Certification Form (pages 65 to 66)
 - Reference List (pages 67)
 - Affidavit of Non-Collusion (page 68)
 - Subcontracting Certification (page 69)
 - Check List & Addenda Acknowledgment (page 70)
 - Contract (pages 71 to 78)
 - Contract Performance Bond (page 79)
 - Labor and Materials Bond (page 80)
 - Contract Performance Warranty (page 81)
 - IRS W-9 Form (W-9)

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

- 2. <u>Proposal Guaranty</u> -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. <u>Delivery of Proposal</u> Each bid shall be sealed and plainly marked "Bid No. 020917 FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by Thursday, March 16, 2017, 4:00 P.M. on the date specified herein, to the Gila County Procurement Department, Attention: Betty Hurst, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. No bids will be accepted after 4:00 P.M. AZ Time, Thursday, March 16, 2017. Bids will be opened at 4:00 P.M., Thursday, March 16, 2017.
- 4. Rejection of Bids -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.

Notification to Bidders continued...

- 5. 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.
- 6. <u>Bid Opening Information</u> "As Read" Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.

7. Request for Clarifications

Requests for clarification shall be made to Betty Hurst, Contracts Administrator at bhurst@gilacountyaz.gov in writing (phone: 928-402-4355, fax: 928-402-4386) submitted no later than 4:00 P.M., AZ time, on Thursday, March 09, 2017. A response will be issued to all plan holders no later than 4:00 P.M., AZ time, on Monday March 13, 2017.

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SPECIAL PROVISIONS FOR FOREST SERVICE ROAD NO. 512 ASPHALT PATCHING PROJECT

The proposed work is located in the northern part of Gila County. The work consists of removing existing asphalt, aggregate base and subgrade material and replacing the removed section with a new 3 inch asphalt concrete section on top of a 12 inch aggregate base course at various locations on Forest Service Road No. 512 - Cherry Creek Hill Area (see **APPENDIX A & B**). The total estimated quantity of area to be repaired is 915 square yards.

SPECIFICATIONS:

Reference is made to certain Standard Specifications developed by the Maricopa Association of Governments (MAG) and the Arizona Department of Transportation (ADOT). The following separate documents shall be used accordingly:

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008 and current revisions.

Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, 2015 Edition.

Wherever reference in the above cited Standard Specifications is made to ADOT it shall refer to Owner as defined in Section 101-02 herein these Special Provisions.

In the event of any conflict between these Special Provisions and the Standard Specifications, these Special Provisions shall prevail.

GENERAL REQUIREMENTS:

Fire Prevention:

If during the project fire restrictions are implemented the contractor shall be responsible for compliance with Tonto National Forest and Gila County fire prevention measures.

Contract Time:

Contractor shall complete all project work within 30 calendar days from the date the Contractor receives the Notice to Proceed from the County.

Construction Water

The Contractor shall obtain an adequate water supply and furnish all construction water for the work specified herein. There will be no separate measurement or direct payment for obtaining, furnishing and applying construction water. The cost being considered as included in the total cost of the contract.

SECTION 101 DEFINITIONS AND TERMS:

101-01 BLANK

101-02 DEFINITIONS:

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:

MAG. Maricopa Association of Governments.

ADOT. Arizona Department of Transportation

<u>ADOT STANDARD SPECIFICATIONS.</u> Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 2008.

<u>ADVERTISEMENT.</u> A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

ASTM. The American Society for Testing and Materials.

AASHTO. The American Association of State Highway and Transportation Officials.

AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

BOARD OF SUPERVISORS. The Gila County Board of Supervisors acting under the authority of the laws of the State of Arizona.

CALENDAR DAY. Every day shown on the calendar.

<u>CERTIFIED FLAGGER.</u> An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state, to control traffic in a construction zone. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

<u>CHANGE ORDER.</u> A written order by the Engineer 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.

CONSTRUCTION LIMITS. Construction limits shall be defined as that area of the public right-of-way, easement or area shown on the construction plans to be disturbed as a part of the contract for this project.

CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the Contract form; the 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.

<u>CONTRACT TIME.</u> 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.

<u>CONTRACTOR'S ENGINEER.</u> The Arizona Registered Professional Civil Engineer, individual, partnership, firm, or corporation, duly authorized by Contractor to be responsible for engineering supervision, quality control and certification of the Contract work.

<u>DEPARTMENT.</u> The term Department in the ADOT Standard Specifications and supplements references the Arizona Department of Transportation. Department shall reference OWNER for this contract work.

ENGINEER. See OWNER.

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.

<u>INSPECTOR</u>. An authorized representative of the Owner's Engineer 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.

INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's Engineer 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's Engineer, 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.

LABORATORY. A testing laboratory as may be designated or approved by the Owner's Engineer 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.

<u>MATERIALS</u>. Any substance specified for use in the construction of the contract work.

<u>MUTCD.</u> The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration, 2003 Edition, with current revisions.

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.

<u>OWNER.</u> The term Owner shall mean the contracting agency signatory to the contract being Gila County or the "County".

<u>OWNER'S ENGINEER.</u> The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

PAVEMENT. The combined surface, base course, and sub base course, if any, considered as a single unit.

<u>PERFORMANCE BOND.</u> 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.

<u>PLANS.</u> The official drawings or exact reproductions, approved by the Owner's Engineer, 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 for accomplishing specific tasks.

PROPOSAL (BID, BID 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.

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 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, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

SUBGRADE. The soil that forms the pavement foundation.

<u>SUPERINTENDENT</u>. 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's Engineer, and who shall supervise and direct the construction.

<u>SUPPLEMENTAL AGREEMENT.</u> 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 Owners Engineer, 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 Owners Engineer, the Contractor shall reimburse the County for all overtime hours.

<u>OVERTIME HOURS.</u> Any and all hours worked which are other than a normal work week. Contractor must give prior written notification to the Owners Engineer, 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.

<u>OWNER'S INSPECTOR'S OVERTIME PAY.</u> 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.

SUBSTANTIAL COMPLETION. Per Section 105.19 of the ADOT Standard Specifications unless modified herein.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102-01 THRU 102-03 BLANK

102-04 CONTENTS OF PROPOSAL FORMS:

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to 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.

102-05 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.

102-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES:

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities

of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) without in any way invalidating the unit bid prices.

102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

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's Engineer 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.

102-08 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. 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.

102-09 BLANK

102-10 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.

102-11 DELIVERY OF PROPOSAL:

Each 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 advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

102-12 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.

102-13 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.

102-14 BLANK

102-15 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.

102-GC1 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 102-05.
- (d) Failure to submit all required official bid forms.

102-GC2 PROTESTS:

Only other bidders 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 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 Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

SECTION 103 AWARD AND EXECUTION OF CONTRACT:

103-01 CONSIDERATION OF PROPOSALS:

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

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 102-10.
- (b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 102-GC1.

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.

103-02 THRU 103-03 BLANK

103-04 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.

103-05 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 103-GC1.

103-06 RETURN OF PROPOSAL GUARANTY:

All proposal guaranties, except those of the two (2) 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 103-01. 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 103-07.

103-07 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. §

103-08 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 103-07, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 107-14, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

103-GC1 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.

103-09 FAILURE TO EXECUTE CONTRACT:

Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 103-08 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 103-07 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.

This agreement is subject to cancellation pursuant to A.R.S. §38-511.

SECTION 104 SCOPE OF WORK:

104-01 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.

104-02(A) ALTERATION OF WORK AND QUANTITIES:

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's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

104-02(B) OMITTED ITEMS:

The Owner's Engineer 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 PAYMENT FOR OMITTED ITEMS of Section 109-05.

104-02(C) 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 prices 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 Engineer's opinion, is necessary for completion of such extra work.

When determined by the Owner's Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 109-04.

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 as a SUPPLEMENTAL AGREEMENT.

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.

104-03 DISPUTE & RESOLUTION:

Initial Notification & Dispute of Resolution: As required by these Specifications or any time the Contractor believes the action or decision of the County, lack of action by the County, or for some other reason will result in or necessitate the revision of the Contract, the County Engineer must be notified immediately. If within two (2) working days the identified issue has not been resolved between the Contractor and the County, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the County Engineer will proceed in accordance with MAG Uniform Standard Specifications Subsection 104.2. In addition to proceeding in accordance with

Subsection 104.2, the Contractor and the County must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in accordance with MAG Specs Subsection 110.2.2 Dispute Resolution.

Process for Dispute Resolution: If the Contractor rejects the decision of the County according to Subsection 110.2.2(B), the Contractor may begin the Administration Process to resolve the dispute. All dispute resolutions shall be handled in accordance with MAG Spec's Subsection 110.3, Administrative Process for Dispute Resolution.

The administrative process for the resolution of disputes is sequential in nature and is composed of the following levels: Level I (County Project Manager), Level II (County Engineer, Level III (Public Works Director).

The provision set forth in *Subsection 110.2* is a contractual obligation assumed by the Contractor in executing the Contract. It is understood that the Contractor will be forever barred from recovering against the County if the Contractor fails to give notice of any act or failure to act, by the County, or the happening of any event, thing, or occurrence, in accordance with *Subsection 104.2*, Alteration of Work.

Dispute Review Board: If the Dispute Review Board is utilized as prescribed in *Subsection 110.3.3*, the County Engineer shall be notified within thirty (30) days after the Level III Representative decision. The Dispute Review Board is a three (3) member board independent of the parties involved in the issue. The County and Contractor shall each select a member for this board. The third (3rd) member shall be a mutually agreed upon independent member. This Review Board must be selected within fourteen (14) calendar days after notice to the Level III Representative. Each member shall agree to impartially serve the County and Contractor. Fees and expenses of the Board Members are to be shared equally by the County and the Contractor. The Dispute Review Board shall meet within thirty (30) days of the selection of the board, unless, by mutual agreement, another date is selected. The scope of the Dispute Review Board shall be restricted and limited to the matters originally presented to the Level III Representative for decision or determination and shall include no other matters. The Board shall consider and evaluate the dispute and render a written decision that assigns financial responsibilities and allocates adjustments in the contact time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

104-04 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.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic.

The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the MUTCD, unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of pedestrian and vehicular traffic as specified in this subsection.

104-05 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK:

Should the Contractor encounter any materials such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

- (a) Use such material in another contract item, providing such use is approved by the Owner's Engineer and is in conformance with the contract specifications applicable to such use; or,
- (b) Remove such material from the site, upon written approval of the Owner's Engineer; or,
- (c) Use such material for his own temporary construction on site; or,
- (d) Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option (a), (b), or (c), he shall request the Owner's Engineer's approval in advance of such use. Should the Owner's Engineer approve the Contractor's request to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Owner's Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any materials, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

104-08 PREVENTION OF AIR AND NOISE POLLUTION: Per Section 104.08 of the ADOT Standard Specifications unless modified herein.

104-09 PROTECTION OF LANDSCAPE DEFACEMENT; PROTECTION OF STREAMS, LAKES AND RESERVOIRS: Per Section 104.09 of the ADOT Standard Specifications unless modified herein.

104-10 CONTRACTOR'S RESPONSIBILITY FOR WORK:

Until the Owner's Engineer'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 105-20(A), 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. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense.

104-11 thru 104-13 BLANK

104-14 FINAL CLEAN UP:

Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Owner's Engineer.

SECTION 105 CONTROL OF WORK:

105-01 AUTHORITY OF THE OWNER'S ENGINEER:

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 Engineer's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. He 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 Engineer's certifications on amounts, quality of 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.

105-02 THRU 105-03 BLANK

105-04 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's Engineer.

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 to the Contractor 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 Contractor's Engineer, 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's 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.

105-05 BLANK

105-06 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 or conflict, the order in which they govern shall be as follows:

- (A) Supplemental Agreements
- (B) Special Provisions
- (C) Project Plans
- (D) Standard Drawings
- (E) Standard Specifications

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.

105-07 COOPERATION OF CONTRACTOR: Per Section 105.07 of the ADOT Standard Specifications unless modified herein.

105-08 COOPERATION WITH UTILITY COMPANIES: Per Section 105.08 of the ADOT Standard Specifications unless modified herein.

105-09 COOPERATION BETWEEN CONTRACTORS: Per Section 105.09 of the ADOT Standard Specifications unless modified herein.

105-10 CONSTRUCTION STAKES, LINES AND GRADES: Per Section 105.10 of the ADOT Standard Specifications unless modified herein.

105-11 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's Engineer for his decision.

105-12 INSPECTION OF WORK: Per Section 105.12 of the ADOT Standard Specifications unless modified herein.

105-13 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 105-04.

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 104-10.

No work shall be done without lines and grades having been given by the Contractor's Engineer and authorized by the Owner. 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.

105-14 LOAD RESTRICTIONS: Per Section 105.14 of the ADOT Standard Specifications unless modified herein.

105-15 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.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

105-16 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 105-15, 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's 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.

105-17 BLANK

105-18 OPENING SECTIONS OF THE WORK TO TRAFFIC:

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 as described below:

Upon completion of any portion of the work listed above, with certification of the work by the Contractor's Engineer, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 105-20(A).

No portion of the work may be opened by the Contractor for public use until ordered by the Owner's Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner's Engineer, such portion of the work is in an acceptable condition to support the intended traffic. 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 traffic 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.

105-19 BLANK

105-20 ACCEPTANCE:

(A) 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 unit has been satisfactorily completed in compliance with the contract, and certified to be in compliance by the Contractor's Engineer, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

(B) FINAL ACCEPTANCE:

Upon due notice from the Contractor of presumptive completion of the entire project, and certification of completion and compliance to the approved plans by the Contractor's Engineer, the 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, and recertification by the Contractor's Engineer, 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.

105-GC1 CONSTRUCTION SCHEDULE:

Prior to commencement of the work the Contractor shall prepare and submit to the Owner for review, a written schedule covering the general sequence of the work to be performed on a biweekly basis. The work schedule, after review and acceptance by the Owner, shall not be changed without the written consent of the Owner. The Contractor shall assume the full responsibility for performing the work in an orderly procedure under the Contract.

105-GC2 NEGOTIATIONS:

It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

(a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

- (a) Competence and responsibility of Bidder.
- (b) Qualifications and experience of Bidder.
- (c) Past performance of Bidder.
- (d) Conformity with bidding requirements and general considerations.
- (e) Record of timely completion of punch lists on past projects.

Negotiations With Individual Contractors: Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

- (a) Any response to a request for clarification of a bid shall be in writing.
- (b) The Public Works Division shall keep a record of all negotiations.

For the purpose of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

(a) Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and/or

- Contract Award.
- (b) Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

(a) A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful bidder.

If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

105-21 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 10 calendar days, submit his written claim, along with certification by the Contractor's Engineer, to the Owner for consideration in accordance with local laws or ordinances.

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.

SECTION 106 CONTROL OF MATERIAL: Per Section 106 of the ADOT Standard Specifications unless modified herein.

106.04(A) General: the fourth and fifth paragraphs of the Standard Specifications are revised to read:

The sampling, testing, and acceptance of materials shall be in accordance with the requirements of the specifications, in conjunction with the following:

- The ADOT Materials Testing Manual.
- The ADOT Materials Policy and Procedure Directives Manual.
- Applicable Federal, AASHTO, or ASTM specifications or test designations.
- Applicable specifications or test designations of other nationally recognized organizations.

Unless otherwise specified, whenever a reference is made to an Arizona Test Method or an ADOT Materials Policy and Procedure Directive, it shall mean the test method or policy and procedure directive in effect on the bid opening date.

106.04(C)(2) Quality Control Laboratory: the first paragraph is revised to read:

All field and laboratory sampling and testing shall be performed by a laboratory or laboratories approved by the Department. The requirements for approval of laboratories are specified in ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories". Approved laboratories, and the test methods for which they are approved to perform, are listed in the "ADOT Directory of Approved Materials Testing Laboratories". Approved test methods listed in the "ADOT Directory of Approved Materials Testing Laboratories" do not include field sampling and testing procedures. When field sampling and testing procedures are performed, the appropriate valid Arizona Technical Testing Institute (ATTI) and/or American Concrete Institute (ACI) certification(s) are required. ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories" and the "ADOT Directory of Approved Materials Testing Laboratories" may be obtained on the internet from the ADOT Materials Quality Assurance Section website.

106.04(C)(6) Weekly Quality Control Reports: of the Standard Specifications is revised to read: The contractor shall submit Weekly Quality Control Reports to the Engineer. The weekly reports shall be complete and accurate, and shall state the types of work which have been performed during the report period. The report shall also include the process control measures taken to assure quality. The report shall provide sample identification information for materials tested during the report period, including sample number, date sampled, sample location, first and last name of person obtaining sample, and original source of material. The report shall also provide the results for all required tests and any retests, corrective actions, and other information relevant to quality control. The report shall include daily diaries for each day of testing, a weekly summary, the ADOT TRACS number, and the testing laboratory's project identification number.

Except as stated in the following paragraph, the weekly quality control report shall be prepared using standard forms provided by the Department. The standard forms are available on the Department's website at www.azdot.gov. After accessing the Department's website, select "Business", "Engineering and Construction", "Construction", "Contractors' Information", "Forms and Documents", and then "Weekly Quality Control Forms". Except for the daily diaries, all documentation and information required on the forms shall be typed. Daily diaries may be hand-written if acceptable to the Engineer. The weekly report shall be submitted to the Engineer in paper form with a transmittal letter signed by the contractor's quality control manager.

In lieu of using the standard weekly quality control forms available on the Department's website, the contractor or testing laboratory may prepare the weekly report using proprietary or other software, if acceptable to the Engineer, provided that all required information is included, the format is comparable to the Department's standard format, and the report is submitted in paper form with the required transmittal letter.

The report period shall end at midnight of each Friday, and the report shall be submitted to the Engineer no later than 5:00 p.m. of the following Wednesday. The Engineer will verify that the report is timely, complete and accurate.

Reports that are not submitted by the above-referenced deadline shall be considered delinquent. Reports that are submitted by the above-referenced deadline, but are not

complete and accurate, shall also be considered delinquent. In either case monies shall be deducted from the contractor's monthly estimate in accordance with the requirements for Contractor Quality Control, as specified in these special provisions.

106.05 Certificates: of the Standard Specifications is revised to read:

(A) General:

The contractor shall submit to the Engineer an original or copy of either a Certificate of Compliance or a Certificate of Analysis, as required, prior to the use of any materials or manufactured assemblies for which the specifications require that such a certificate be furnished.

Certificates shall be specifically identified as either a "Certificate of Compliance" or a "Certificate of Analysis".

The Engineer may permit the use of certain materials or manufactured assemblies prior to, or without, sampling and testing if accompanied by a Certificate of Compliance or Certificate of Analysis, as herein specified. Materials or manufactured assemblies for which a certificate is furnished may be sampled and tested at any time, and, if found not in conformity with the requirements of the plans and the specifications, will be subject to rejection, whether in place or not.

Certificates of Compliance and Certificates of Analysis shall comply with the requirements specified herein, the ADOT Materials Testing Manual, and applicable ADOT Materials Policy and Procedure Directives.

(B) Certificate of Compliance:

A Certificate of Compliance shall be submitted on the manufacturers or suppliers official letterhead, and shall contain the following information:

- (1) The current name, address, and phone number of the manufacturer or supplier of the material.
- (2) A description of the material supplied.
- (3) Quantity of material represented by the certificate.
- (4) Means of material identification, such as label, lot number, or marking.
- (5) A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
- (6) A statement that the individual identified in item seven below has the legal authority to bind the manufacturer or the supplier of the material.
- (7) The name, title, and signature of the responsible individual. The date of the signature shall also be given.

Each of the first six items specified above shall be completed prior to the signing of the certificate as defined in item seven. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations of a clarifying nature, such as project number, contractor, or

quantity shipped are acceptable, provided the basic requirements of the certificate are not affected.

A copy or facsimile reproduction of the original certificate will be acceptable; however, the original certificate shall be made available upon request.

(C) Certificate of Analysis:

A Certificate of Analysis shall include all the information required for a Certificate of Compliance and, in addition, shall include the results of all tests required by the specifications.

106.15 Domestic Materials and Products:

Steel and iron materials and products used on all projects shall comply with the current "Buy America" requirements of 23 CFR 635.410.

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either one-tenth of one percent of the total (final) contract cost or \$2,500, whichever is greater.

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

The requirements specified herein shall only apply to steel and iron products permanently incorporated into the project. "Buy America" provisions do not apply to temporary steel items, such as sheet piling, temporary bridges, steel scaffolding and falsework, or to materials which remain in place at the contractor's convenience.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

107-01 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 Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

107-02 PERMITS, LICENSES, AND TAXES: Per Section 107.02 of the ADOT Standard Specifications unless modified herein.

Before the Contractor or any subcontractor begins work the Contractor must apply for and obtain a Right of Way (ROW) use permit from the Gila County Public Works Engineering Department. A ROW permit application can be obtained at either the Globe or Payson Public Works office or from the Gila County website at the following link http://www.gilacountyaz.gov/government/public works/engineering/index.php. A traffic control plan applicable to the work being performed and in accordance with MUTCD standards must be attached to the permit application when submitted. Gila County will waive the fee for the ROW permit.

107-03 PATENTED DEVICES, MATERIALS, AND PROCESSES: Per Section 107.03 of the ADOT Standard Specifications unless modified herein.

107-04 THRU 107-06 BLANK

107-07 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. Contractor is responsible for supplying toilet and hand washing facilities at work site.

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.

Before the Contractor or any subcontractor begins work on the project they must read the Gila County Public Works Division Safety & Loss Control booklet and sign an acknowledgement form.

<u>Contractor Safety Tailgate Meetings:</u> Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

<u>Accident/Injury Procedure:</u> Contractor shall contact the Owner and the Gila County Risk Management Division within twenty-four (24) hours of the occurrence of an accident or injury arising out of the Contractor's work under this contract.

<u>Unsafe Acts:</u> Contractor employees are encouraged to abate or remedy any unsafe act or condition which may arise in the course of Contractor's work under this contract.

<u>Safety Audits:</u> The County reserves the right to conduct safety audits at the job site and stop unsafe acts at any time. In addition, the County shall be notified should any OSHA inspection occur at a County job site.

107-08 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. Under all circumstances, safety shall be the most important consideration.

All work shall be performed by Federal OSHA Standards.

The Contractor shall maintain the free and unobstructed movement of 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 104-04 hereinbefore specified.

107-09 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 MUTCD.

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's Engineer.

107-10 BLANK

107-11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE: Per Section 107.11 of the ADOT Standard Specifications unless modified herein.

107-12 BLANK

107-13 RESPONSIBILITY FOR DAMAGE CLAIMS:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages,

or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's 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.

107-14 CONTRACTOR'S INSURANCE:

Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. 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.

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's Engineer 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's Engineer. The insurance policy or policies provided by the Contractor may contain deductibles not to exceed \$500 for any one accident or occurrence excluding bodily injury.

In addition to statutory Worker's Compensation insurance, the Contractor, with respect to all operations performed by himself or his subcontractors, shall have in force regular public liability insurance in not less than the following amount: \$2,000,000 Combined Single Limit of Liability per Occurrence.

Such insurance shall include, but not be limited to, coverage for underground damage to facilities because of drilling and excavating with mechanical equipment, and for collapse of or structural injury to structures or utilities because of blasting or explosion, excavation, tunneling, pile driving, cofferdam work or demolition.

With respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, the Contractor shall have in force automobile liability insurance in not less than the following amount: \$2,000,000 Combined Single Limit of Liability per Occurrence.

107-GC1 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.

107-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(A) General:

The contractor's attention is directed to the requirements of Arizona Revised Statutes Section 40-360.21 through .29 requiring all parties excavating in public streets, alleys or utility easements to first secure the location of all underground facilities in the vicinity of the excavation.

The contractor shall contact the owners of the various utilities prior to the start of construction and shall obtain from them any information pertaining to existing utilities that will either supplement information shown on the project plans or will correct any such information that may be incorrect. The contractor shall furnish the Engineer with evidence that the contractor has contacted the utility companies. Such evidence shall be submitted at the preconstruction conference, and shall include a copy of the information received from each utility as a result of such contacts.

If the contractor learns from either the owner of the utility or from any other source of the existence and location of properties of railway, telegraph, telephone, fiber optics cable, water, sewer, septic tanks or systems, electric, gas and cable television companies either omitted from or shown incorrectly on the project plans, the contractor shall immediately notify the Engineer and shall not disturb the utilities. Relocation or adjustment of such utilities, if deemed necessary, will be either performed by others or shall be performed by the contractor in accordance with the provisions of Subsection 104-02(C).

The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum and that services rendered by these parties will not be unnecessarily interrupted.

Temporary or permanent relocation or adjustment of any utility line or service connection desired by the contractor for its convenience shall be its responsibility. The contractor shall obtain the approval of both the Engineer and the utility company and upon approval shall make all necessary arrangements with the utility company and shall bear all costs in connection with such relocation or adjustment. The contractor shall also submit a Sewer Discharge Prevention Plan, as specified in Subsection 107-15(C)(1), describing each anticipated relocation or adjustment involving existing sanitary sewer lines. No work on a particular facility shall begin until all approvals for that facility have been received.

(B) Contractor Qualifications for Water and Sewer Lines:

Breakage of active sanitary sewer lines may result in the potential spread of disease, contamination of the site and any adjacent bodies of water, and other hazards to the public. Substantial cleanup costs may be associated with such breakage, as well as possible major civil and/or criminal penalties. Therefore, the Engineer will closely consider the qualifications of any personnel proposed by the contractor to oversee or perform work involving active sanitary sewer lines. The contractor shall not assume that the personnel assigned to perform such work

will be acceptable to the Department merely because they meet the experience requirements listed herein.

The contractor, or the subcontracting firm assigned to perform the water and sewer work, shall have a minimum of five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements.

In addition, the key personnel assigned by the contractor to perform any work on water or sewer lines, whether from the prime contractor or a subcontracting firm, shall also have at least five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements. A minimum of two such people shall be designated by the contractor. The designated personnel may have the title of foreman or superintendent; however, at least one of these people shall be present at all times at the location of any work being performed at or near an active sanitary sewer line.

For both the firm and the key personnel, the experience shall include working with and around water and sewer utility lines that are in service. The contractor shall submit the following documentation to the Engineer for review and approval:

- (1) A list indicating that the designated key project personnel have at least five years of applicable experience, as specified above. The list shall be accompanied with resumes for each of the key people. The resumes shall include the following information, and demonstrate compliance with the specified requirements:
 - (a) Detailed relevant experience for a minimum of two projects, including project description, date of work, actual work performed by the individual, and references (a minimum of one for each project).
 - (b) Level of applicable formal training.
 - (c) Number of years of relevant experience in performing like construction.
- (2) A list of water and sewer construction projects completed by the firm performing the water or sewer work, as specified above, indicating a minimum of five years of applicable experience. Include the dates of work, type of work, description of the project, amount of work performed by the contractor/subcontractor, and the name and phone number of a contact with the owning company or agency for which the work was completed.
- (3) List of equipment that will be used for this project. The list shall include, as a minimum, equipment type, date of manufacture, and if contractor-owned or rented.
- (4) A list of all violations and citations in the past five years of applicable water and wastewater laws and statutes for both the prime contractor and the subcontractor responsible for the utility work.

The contractor shall submit this documentation to the Engineer for approval at least 21 calendar days prior to any anticipated work involving active sanitary sewer lines, whether new or existing.

(C) Protection of Existing Utility Lines:

At points where the contractor's operations are adjacent to right-of-way properties or easements for railway, telegraph, telephone, water, sewer, electric, gas and cable television companies, hereinafter referred to as utilities, or are adjacent to other facilities and property, damage to which might result in considerable expense, loss, inconvenience, injury or death, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The exact locations and depths of all utilities that are underground or the location of those on or near the surface of the ground which are not readily visible shall be determined. Such locations shall be marked in such a manner so that all workmen or equipment operators will be thoroughly apprised of their existence and location. It will be the contractor's responsibility to see that every effort possible has been made to acquaint those actually involved in working near utilities not only with the type, size, location and depth, but with the consequences that might follow any disturbance. No trenching or similar operation shall be commenced until the Engineer is satisfied that every possible effort has been taken by the contractor to protect utilities.

The contractor shall coordinate with others working near new or existing sewer lines or other utilities on the procedures to be followed to prevent damaging of these utilities.

(1) Sewage Discharge Prevention Plan (SDPP):

For any work which may impact active sanitary sewer pipes, whether new or existing, the contractor shall prepare a Sewage Discharge Prevention Plan (SDPP) which shall describe the contractor's procedures and work plan for such lines. The Sewage Discharge Prevention Plan shall also describe the precautions that the contractor shall take to prevent unplanned breakage or spills, and the procedure which the contractor shall follow if breakage or a spill occurs.

The contractor's method of work described in the SDPP shall ensure that any work done in or near any active sewer line is performed in a safe and controlled manner resulting in no accidental discharges. As a minimum, the contractor's equipment and procedures shall be appropriate for the intended work, and shall conform to standard industry practices.

The SDPP shall include information, as specified below, for all portions of the project which involve the following work activities, and for any other element of work which may involve contact with an active sanitary sewer line:

- Interrupt, divert, relocate, plug, or abandon a sewer line or service connection, or
- Brace, or tie into a sewer line or service connection.

Construction activities in the vicinity of active sanitary sewer lines or service connections shall also be included in the SDPP if any of the following conditions exist:

- (1) Any work crossing beneath the pipe, at any angle, regardless of vertical separation.
- (2) Any work crossing over the pipe, at any angle, within two feet of the top of pipe.
- (3) Work located parallel to the pipe within the following areas:
 - (a) For the area from the bottom of the pipe to two feet above the top of the pipe, any work within two feet horizontally of the pipe wall.
 - (b) For the area below the bottom of the pipe, any work located below an imaginary line beginning at the pipe spring line and progressing downward at a slope of 1.5 feet vertically to 1.0 feet horizontally.

The contractor's Sewage Discharge Prevention Plan shall address each of the items tabulated below, as applicable, for every location where construction activity will involve an active sanitary sewer line.

(2) Required Elements of the Sewage Discharge Prevention Plan:

The following elements shall be addressed in the SDPP:

- (a) Describe the proposed work in general, including the reasons for the work, scope, objectives, locations, dates, and estimated times the work will be conducted. Include project plan sheets detailing the proposed work, and indicating the peak flowrates of active sewer lines, determined as specified.
- (b) For all existing sanitary sewer pipes, determine whether the lines are active or abandoned, and the peak flowrates of lines in service, as provided by the owner of the utility.
- (c) List the key personnel (crew foreman, superintendent, and manager) and field office that are proposed to perform the work (include phone numbers).
- (d) Describe the work in step-by-step detail for each location, including excavation plans and how both the new and existing structures and utilities will be identified and protected.
- (e) Provide a detailed listing of any hardware, fittings, pipe plugs, flex couplings, tools, and materials needed to accomplish the work, and note the status of these items (on-hand, to-be-fabricated, on-order with expected delivery date, etc.). Include any manufacturer's specifications or recommendations, especially for any pipe plugs, sewer line fittings, and patching materials.
- (f) List all major equipment to be used to perform the work. Include in this item any pumps that will be used to perform the work and the rated capacity of the pumps at the anticipated suction head.

- (g) List all equipment to be used in the event of an unplanned release and specify how the equipment will be used. The locations of standby pumps shall be specified in this item. The plan shall indicate that all standby equipment to be used in the event of an unplanned discharge can be delivered to the site and put into service within two hours of identification of any unplanned flow.
- (h) List the safety equipment to be used, and describe any unique safety procedures. Cite the applicable OSHA standards covering the work.
- (i) Describe any contingency plans the contractor will implement in the event of unplanned releases and/or damage to existing facilities. List all personnel and subcontractors that will be responsible for responding to unplanned releases or damaged lines. Provide qualifications for all such personnel and subcontractors, including education, formal training, and relevant experience.
- (j) Describe how the public will be protected during the work, and include or cite any applicable traffic control plans.
- (k) Describe the quality control procedures that will be used in the field.
- (I) Discuss how temporary plugs or flow control devices will be secured, monitored, and removed.

The SDPP shall be in written form, and shall include any diagrams or sketches necessary for clarity. When possible, diagrams and sketches should be shown using the applicable project plan sheets.

The contractor shall modify the SDPP as necessary throughout the project to include any new or revised information relevant to the items listed above. The contractor shall resubmit the revised SDPP to the Engineer for approval in each case.

(3) Sewage Discharge Prevention Plan Approval:

The SDPP shall be submitted to the Engineer at least 21 calendar days before any work involving an active sewer line is to be done. The Engineer will review the plan, solicit comments from the owner/operator of the sewer line, and return the plan to the contractor within 14 calendar days from original submittal.

No work involving active sanitary sewer lines shall be done until a final SDPP meeting all the requirements specified in Subsection 107-15(C)(2) has been approved by the Engineer.

Approval of the contractor's Sewage Discharge Prevention Plans, personnel, or construction methods and operation shall not relieve the contractor from its responsibility to safely perform the work included in this contract, nor from its liability for damage resulting, either directly or indirectly, from its work performed under this contract.

(D) Service Connections:

(1) General:

In the event of interruption to water, sewer, or utility services as a result of accidental breakage or as a result of lines being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. When service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

(2) Unidentified Water and Sewer Connections:

The contractor shall protect unidentified, undamaged water or sewer service connections encountered during excavation. The contractor shall immediately notify the Engineer when an unidentified service connection is encountered.

The contractor shall immediately repair unidentified water or sewer service connections that are damaged during excavation. Any damaged service connections shall be reported to the Engineer, including all remedial actions taken.

(E) Repairing Damaged Lines:

When the operations of the contractor result in damage to any utility line or service connection, the location of which has been brought to the contractor's attention, the contractor shall assume full responsibility for such damage.

Should an unplanned breakage occur in an active sewer line as a result of the contractor's operations, the contractor shall immediately notify the Engineer, and begin repairs to halt any flows and restore normal service, in accordance with the procedures described in the approved Sewage Discharge Prevention Plan. The contractor shall also immediately notify the affected utility company and the appropriate regulatory agencies. The contractor shall be responsible for repairing the damaged pipe, restoring any interruptions in service, and cleaning up the affected areas within 24 hours of the beginning of the spill. Sewage discharge damage assessments, as specified in Subsection 107-15(F), will be charged to the contractor for any unplanned breakage which results in a discharge.

The contractor shall be responsible to repair any breakage, in accordance with requirements of the broken line's owner/operator, and clean up the site per applicable codes and regulations of the Environmental Protection Agency, OSHA, Arizona Department of Environmental Quality (ADEQ), and all other agencies' specifications, at no additional cost to the Department.

(F) Sewage Discharge Damage Assessments:

The Department will assess liquidated damages in accordance with the Table 1 below for each 24-hour period, or portion thereof, for each unplanned breakage that occurs in an active sanitary sewer line as a result of the contractor's operation. The rate of liquidated damages assessed is based on the type and quantity of effluent discharged as determined by the Engineer.

These liquidated damages do not relieve the contractor from any of its responsibilities under the contract, including any liquidated damages that may be assessed under Subsection 108.09 for late completion of the project.

Liquidated damages assessed by the Department will be independent of any penalties imposed by others.

The contractor acknowledges that Regulatory agencies may assess or impose civil or criminal penalties on the contractor resulting from sewer discharges.

The Department will not be responsible for any civil or criminal penalties, fines, damages, or other charges imposed on the contractor by any regulatory agency or court for sewage discharges that are a result, directly or indirectly, of the contractor's work performed under this contract.

Table 1			
Liquidated Damages			
(each 24 hour period, or portion thereof)			
Volume of Discharge	Raw Sewage or Industrial	Treated	
	Wastewater	Effluent	
Less than 10,000 gallons	\$5,000.00	\$1,000.00	
10,000-99,999 gallons	\$10,000.00	\$2,000.00	
100,000-1 million gallons	\$25,000.00	\$3,000.00	
Greater than 1 million gallons	\$40,000.00	\$5,000.00	

Liquidated damages shall be assessed for each 24 hour period, or portion thereof, until the contractor has completed all of the following tasks:

- (A) Stopped the discharge.
- (B) Repaired the damaged pipe.
- (C) Restored normal service.
- (D) Fully cleaned and disinfected the site to the satisfaction of the Engineer.

REDUCTION OF LIQUIDATED DAMAGES: Upon completion of tasks A, B, and C above, and prior to completion of Task D, the liquidated damages assessed for the current 24-hour period shall be at the rate shown in Table 1. However, for each subsequent 24-hour period, the assessment will be one half of the rate shown in Table 1.

Damages will continue at the reduced rate until the site has been fully cleaned and disinfected to the satisfaction of the Engineer.

As an example, the amounts assessed each 24-hour period for an unplanned discharge of 20,000 gallons of raw sewage, in which the contractor completes tasks A, B, and C within the

second 24-hour period but does not complete full cleanup until the third 24-hour period, will be as follows:

First 24-hour period: \$10,000.00

Second 24-hour period: \$10,000.00

Third 24-hour period: \$5,000.00

For this example, the total liquidated damage assessment will be \$25,000.00 (\$10,000 + \$10,000 + \$5,000).

107-16 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's Engineer, 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.

107-17 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.

SECTION 108 PROSECUTION AND PROGRESS:

108-01 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's Engineer. 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 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 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's Engineer.

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's Engineer

108-02 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's Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Owner's Engineer at least two (2) work days in advance of the time actual construction operations will begin.

108-03 BLANK

108-04 PROSECUTION AND PROGRESS:

The Contractor shall submit his progress schedule for the Owner's Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner's Engineer, 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 proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's Engineer'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. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner's Engineer at least twenty-four (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.

108-05 LIMITATION OF OPERATIONS: Per Section 108.05 of the ADOT Standard Specifications unless modified herein.

108-06 CHARACTER OF WORKERS: Per Section 108.06 of the ADOT Standard Specifications unless modified herein.

108-07 METHODS AND EQUIPMENT: Per Section 108.07 of the ADOT Standard Specifications unless modified herein.

108-GC1 TEMPORARY SUSPENSION OF THE WORK:

The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to 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's Engineer, 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 Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. 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 and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

108-08 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 WORKING DAYS shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during

the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK (104-02(C)).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 105-20(B).
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 102-06.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

(b) 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 Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

(c) 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's Engineer 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's Engineer 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.

108-09 FAILURE TO COMPLETE ON TIME:

For each calendar day or working 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 108-08 the sum specified in the contract and 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.

108-10 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 (108-02)"; 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 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's Engineer 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 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer 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's Engineer 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.

108-GC2 TERMINATION OF CONTRACT 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 number of units or items of 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's Engineer.

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 109 MEASUREMENT AND PAYMENT:

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and/or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.
- F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
- G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Owner's Engineer shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory

progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

109-01 MEASUREMENT OF QUANTITIES: Per Section 109.01 of the ADOT Standard Specifications unless modified herein.

109-02 SCOPE OF PAYMENT:

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 107-17.

When the "basis of payment" subsection of a specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

109-03 COMPENSATION FOR ALTERED QUANTITIES:

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

109-04 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK:

Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 104-02(C), will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work requiring that it be done by force account, such force account shall be measured and paid for as follows:

(a) <u>Labor</u>. For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foreman is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before beginning the work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. An amount equal to 15 percent of the sum of the above items will also be paid the Contractor.

- (b) <u>Insurance and Taxes</u>. For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work the Contractor shall receive the actual cost, to which cost (sum) 5 percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and taxes.
- (c) <u>Materials</u>. For materials accepted by the Owner's Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost (sum) 15 percent will be added.
- (d) <u>Equipment</u>. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Owner's Engineer, the Contractor shall receive the rental rates in the current "Blue Book for Construction Equipment".
- (e) <u>Miscellaneous</u>. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (f) <u>Comparison of Records</u>. The Contractor and the Owner's Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and Owner's Engineer or their duly authorized representatives.
- (g) <u>Statements</u>. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
 - (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
 - (3) Quantities of material, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

109-05 PAYMENT FOR OMITTED ITEMS:

As specified in the subsection titled OMITTED ITEMS of Section 104-02(B), the Owner's Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Owner's Engineer omit to order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Owner's Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the contract or delivered on the work prior to the date of the Owner's Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

109-06 THRU 109-08 BLANK

109-09 ACCEPTANCE AND FINAL PAYMENT:

When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 105-20(B), the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 105-21.

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 105-21 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

202-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for the removal of structures and obstructions.

202-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for the removal of structures and obstructions shall be considered as included in the total contract cost.

Full compensation for any saw cutting necessary to perform the construction operations specified herein shall be considered as included in the total contract cost.

SECTION 205 GRADING ROADWAY FOR PAVEMENT:

Grading roadway for pavement shall be in accordance with Section 205 of the ADOT Standard Specifications unless modified herein.

205-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for grading roadway for pavement.

205-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for grading roadway for pavement shall be considered as included in the total contract cost.

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

See APPENDIX A for aggregate base course placement locations

303-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for aggregate base course.

303-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for aggregate base course shall be considered as included in the total contract cost.

SECTION 404 BITUMINOUS TREATMENTS:

Bituminous Treatments shall be in accordance with Section 404 of the ADOT Standard Specifications unless modified herein.

404-3.12 Tack Coat: of the Standard Specifications is revised to read:

Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between layers of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The bituminous material used for tack coat shall conform to the requirements of Section 1005.

The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Type of	Approximate Tack Coat Application Rates: Gallons / Square Yard		Payment	
Bituminous Material	Prior to Placing ACFC or AR-ACFC	All Other Tack Coats	Factor	
Emulsified Asphalt (Special Type) – See Note Below.	Not Allowed	0.12	0.7	
Emulsified Asphalt (Other than Special Type)	0.08	0.08	1.0	
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0	

Note: Emulsified Asphalt (Special Type) shall consist of Type SS-1 or CSS-1 emulsified asphalt diluted with water to provide an asphalt content of not less than 26 percent.

If emulsified asphalt of any type is used, it shall have broken before the bituminous mixture is placed.

If emulsified asphalt of any type is held overnight, it shall be reheated and agitated prior to further application.

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete

(asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

404-4 Method of Measurement: of the Standard Specifications is revised to read: No separate measurement will be made for bituminous treatments.

404-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for bituminous treatments shall be considered as included in the total contract cost.

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):

Asphaltic Concrete Pavement shall be in accordance with Section 409 of the ADOT Standard Specifications except as modified herein.

409-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the requirements of these specifications, and as directed by the Engineer.

The contractor shall acquire and make all arrangements for a source or sources of material, furnish a mix design which will meet the design criteria specified hereinafter, and provide all the equipment, materials, and labor necessary to complete the work.

See **APPENDIX** A for asphalt concrete placement locations.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be **PG 64-22**.

409-2.03 Mineral Admixture: the last paragraph of the Standard Specifications is revised to read:

The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

409-2.04 Mix Design: the third and fourth paragraphs of the Standard Specifications are revised to read:

The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

The mix design shall be prepared by a mix design laboratory that has met the requirements of the Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories".

The contractor may propose the use of a mix design that has been developed for a previous project. The proposed mix design shall meet the requirements of these specifications. The contractor shall provide evidence that the type and source of bituminous material, the type of mineral admixture, and the source and methods of producing mineral aggregate have not changed since the formulation of the previous mix design. The contractor shall also provide current test results for all specified characteristics of the mineral aggregate proposed for use. The Engineer will determine if the previously used mix design is suitable for the intended use and if the previous use of the mix design was satisfactory to the Department. The Engineer will either approve or disapprove the proposed mix design. Should the Engineer disapprove the use of the previously used mix design, the contractor shall prepare and submit a new mix design proposal in accordance with the requirements of these specifications.

A previously used mix design older than two years from the date it was formulated, sealed, signed, and dated shall not be allowed for use. Once approved for use on a project, a previously used mix design may be used for the duration of that project.

409-2.04 Mix Design: the last two paragraphs of the Standard Specifications are revised to read:

The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Criteria		Requirement	Arizona Test Method
1.	Voids in Mineral Aggregate: %, Range	14.5 – 18.5	815
2.	Effective Voids: %, Range	5.3 – 5.7	815
3.	Absorbed Asphalt: %, Range	0-1.0	815

The Engineer reserves the right to adjust the asphalt content during production from the mix design value without additional compensation to the contractor in order to obtain desirable effective voids.

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read: Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

409-3.01 General: the ninth, tenth, eleventh, and twelfth paragraphs of the Standard Specifications are revised to read:

All wheels and tires of compactors and other equipment surfaces shall be treated when necessary with a release agent approved by the Engineer in order to prevent the sticking of asphaltic concrete. Release agents which degrade, dissolve, or in any way damage the bituminous material shall not be used. Diesel fuel shall not be used as a release agent.

Asphaltic concrete immediately behind the laydown machine shall be in a thoroughly mixed, free-flowing, and workable condition, be free of lumps and crusts, and have a minimum temperature of 275 degrees F.

All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Engineer deems the use of self-propelled paving machines impractical.

The speed of the paving machine shall be coordinated with the production of the plant and an adequate number of trucks for hauling asphaltic concrete shall be available in order to achieve, as far as practical, a continuous operation.

Self-propelled paving machines shall spread the mixture within the specified tolerances, without segregation or tearing, true to the line, grade, and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers which will distribute the mixture uniformly in front of adjustable screeds.

409-3.01 General: the seventeenth paragraph of the Standard Specifications is revised to read:

Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

409-4 Method of Measurement: of the Standard Specifications is revised to read:

No separate measurement will be made for asphaltic concrete (miscellaneous structural).

409-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for the accepted quantities of asphaltic concrete, complete in place, shall be considered as included in the total contract cost.

No direct payment will be made for the bituminous material and mineral admixture in the asphaltic concrete, or the bituminous material for the tack coat and application of the tack coat, the price being considered as included in the total contract cost.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-4 Method of Measurement: of the Standard Specifications is revised to read:

No separate measurement shall be made for Maintenance and Protection of Traffic.

701-5 Basis of Payment: of the Standard Specifications is revised to read: Payment for all work necessary to provide Maintenance and Protection of Traffic shall be considered as included in the total contract cost.

SECTION 923 PLACEMENT OF PORTLAND CEMENT

- **923-1 Description:** The work under this section shall consist of furnishing and applying Portland cement onto the finished subgrade surface just prior to the placement of the aggregate base course.
- **923-2** Materials: Portland cement shall conform to the requirements of ASTM C 150 for Type II, III, or V.
- **923-3 Application:** Portland cement shall be spread evenly onto the subgrade surface just prior to the placement of the aggregate base course at a rate of approximately 1 pound per square foot.

Care should be taken not to allow the cement powder to drift beyond the limits of placement.

923-4 Method of Measurement:

No separate measurement shall be made for placement of Portland cement.

923-5 Basis of Payment:

Payment for placement of Portland cement shall be considered as included in the total contract cost.

No direct payment will be made for the Portland cement, the price being considered as included in the total contract cost.



Contract Forms are a binding part of Informal Bid Documents and Awarded Contract.

CONTRACT FORMS

Proposal	P-1 to P-3
Price Sheet	PS-1 to PS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for BID NO. 020917 Forest Service Rd No. 512 Asphalt Patching Project, Gila County, ARIZONA, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Roy DAUGHT EXCAVATING, 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, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Price Sheet, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Price Sheet.

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

Proposal continued...

If by a Corporation:

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

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

(SEAL) Corporate Name: Ry AAUGHT Excavating FNC Corporate Address: Po Box 73 Payson A2 85547 Incorporated under the laws of the State of: ARIZONA By (Signature): Worne M. Date: 3-15-17 President: None M. Daught Secretary: BELIA RALSTON

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

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

If by a Corporation:

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(SEAL)
Corporate Name: Rry HAUGHT EXCAVATING INC Corporate Address: Po. Box 13 PAYSON AZ 85547
Corporate Address: Po. Box 13 PAYSON AZ 85547
Incorporated under the laws of the State of : ARIZONA
By (Signature):
President: YVONNE M. DAUGHT
Secretary: BELIA RALSTON
Treasurer:

<u>Proposal continued</u>		
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:	

PRICE SHEET (PS-1 to PS-2)

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT GILA COUNTY, ARIZONA

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

Firm Name:	Roy	NAUghT	EXCAVAT	ing, INC	,
TOTAL CON	TRACT PRICE, for	the sum of \$	88,572.0	0	
	OTAL CONTRACT		- /)
Eighty	1 Eight 7	housand-	Fire Dunderd	SEVENTY TWO DOI	lars
and	NO	Cents.			

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

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

PRICE SHEET (PS-1)

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT Bid 020917

Quantity Unit Price **Extension** Description Unit

\$ 88,572.00 SQ. YD. Asphaltic Concrete Patch \$ 96.80 915

TOTAL BID IN WORDS \$ Eight Fight Thousand Five Landed Seventy Two 4 No Il applicable taxes and required fees. CENTS

*Price to include all applicable taxes and required fees.

No tax shall be levied against labor. Payment will be made based on actual quantities.



OLD REPUBLIC

Old Republic Surety Company Old Republic Insurance Company Bituminous Casualty Corporation

BID BOND

The American Institute of Architects, AIA Document No. A310 (February, 1970 Edition)

AIA Document No. A310	(February, 1970 Edition)
KNOW ALL MEN BY THESE PRESENTS, that we	
as Principal, hereinafter called the Principal, and Ok as Surety, hereinafter called the Surety, are held and	l Republic Surety
as Obligee, hereinafter called the Obligee, in the sur for the payment of which sum well and truly to be ourselves, our heirs, executors, administrators, succ	n of 10% of Bid Dollars (\$),
these presents. WHEREAS, the Principal has submitted a bid for	
may be specified in the bidding or Contract Documer performance of such Contract and for the properties of the Principal shall pay to the O	Roy Haught Excavating, Inc. Principal By. Tittle Roy Haught; Owner
Samuel Matteus	By: Strety Attorney-in-Fact Monti Hancock (Seal)

ORSC 21328 (5/97)

DREPUBLIC SURERY COMPAN

POWER OF AUTORNEY

es make, sonstitute and KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance composition, do appoint:

MONTE HANCOCK, JOSH RABAN, OF TAYLOR, AZ

its true and lawful Attensey(s) in Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and delives and affix the seal of the company thereof, (other than bail bonds, the seal of the company thereof, (other than bail bonds, bank depository bonds, and are provided bonds, and are provided bonds, and the seal of the company thereof, (other than bail bonds, bank depository bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers bonds, bank depository bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds or black lung compensation bonds insurance and paper and note guarantees of payment of benefits, assessos abstraction bonds, waste management bonds, heartful as the follows. bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED FOR ANY SINGLE OBLIGATION. TWO MILLION BOLLARS(\$2,000,000)

and to bind GLB REPUBLIC SURED V COMPANY thereby, and all of the acts of said Attenueys in Fact, pursuant to these presents, are ratified and confirmed.

This document is not said unless printed on colored background and is multi-colored. This appointment is made under and by authority of the location of the following resolutions are assigned and sealed by factoring under and by the authority of the following resolutions.

And Printed and Company 18, 1982. This power of Attorney is signed and sealed by factoring under and by the authority of the following resolutions. adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys in fact or agents with authority as defined an implied in the instrument evidencing the appointment in each case, for and on behalf of the company to attorneys in fact or agents with authority as defined an implicit in the instrument evidencing the appointment in each case, for and on behalf of the company to bonds, undertakings, recognizances, and suresyship soligations of all kinds; and said officers may remove execute and officers and after the seal of this company to bonds, undertakings, recognizances, and suresyship soligations of all kinds; and said officers may remove execute and after the seal of this company to bonds, undertakings, recognizances, and suresyship soligations of all kinds; and said officers may remove execute and after the seal of this company to bonds undertakings, recognizances, and suresyship soligations of all kinds; and said officers may remove execute and after the seal of this company to bonds.

RESOLVED FURTHER, that any bond, undestaking, excognizance, or surelyship obligation shall be valid and builing upon the Company

(i) when signed by the president; any vice president or assistant vice president, and attested and scaled (if a seal be required) by any secretary or at

vice president or assistant vice president, secretary or assistant secretary, and counters gived and scaled (if a seal be-

(iii) when only executed and seated (if a seal be required) by one or more attorneys in fact or agents pursuant to and within the limits of the authority. evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Amount of the company; and such certification thereof authorizing the execution and delivery of any bend, undertaking, recognizance, or other surely ship obligations of the company; and such signature and scal when so used shall have the same force and effect as though manually affixed.

IN WATERS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate scal to be OLD REPUBLIC SURETY COMPANY day of AUGUST, 2016.

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

day of AUCUST 2016 personally came before me.

Alan Pavlic male to me known to be the individuals and officers of the OED REPUBLIC SURETY COMPANY who executed the above to me known to be the individuals and officers of the OED REPUBLIC SURETY COMPANY who executed the above to me known to be the individuals and officers of the OED REPUBLIC SURETY COMPANY who executed the above to me and the company of the individuals and officers of the OED REPUBLIC SURETY COMPANY who executed the above to me. instrument, and they each acknowledged the execution of the same, and being by me daly swom, did severally depose and say; that they are the said officers of the corporation, and that said corporate seal and their signatures as such officers corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers

vert duly affixed and subscribed to the said instrument by the authority afthe board of directors of said corporation

9/28/2018 My commission expires:

Expiration of natary commission does not live secretary of the CLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTUFY, that the foregoing and attached Power CERTIFICATE of Attenney remains in full force and leas not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Atton force.

Signed and scaled an the City of Brookfield Wi this 14th day of March

TO CUMENT HAS A COLORED BACKGROUND AND IS MULTHOO BACK OF THIS DOCUMENT AS A WATERMARK OF THESE FEATURES ARE ARRENT THIS D

GILA COUNTY

SURETY (BID) BOND (BB-1) (Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersign	ned
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 issued by the Director of the Department of Insurance, are hereinafter called the Obligee, in the sum of ten percent (10 County for the work described below, for the payment of whand the said Surety bind ourselves, our heirs, executors, severally, firmly by these presents.	held and firmly bound unto Gila County as Obligee, 0%) of the amount bid, submitted by Principal to Gila hich sum well and truly to be made, the said Principal
WHEREAS, the Principal is herewith submitting its proposal for	pr:
BID NO. 020917, FOREST SERVICE RD NO.	512 ASPHALT PATCHING PROJECT
NOW THEREFORE, if the Obligee, acting by and through its Principal and the Principal shall enter into contract with the C and give such bonds and certificates of insurance as may be sufficient surety for the faithful performance of such contract furnished in the prosecution thereof, or in the event of the figive such bonds and certificates of insurance, if the Principal the penalty of the bond between the amount specified in Obligee may in good faith contract with another party to pobligation is void. Otherwise, it remains in full force and expursuant to the provisions of ARS '34-201, and all liabilities the provisions of the section to the extent as if it were copied	Obligee in accordance with the terms of such proposal, it is specified in the contract documents with good and ct and for the prompt payment of labor and material failure of the Principal to enter into such contract and shall pay to the Obligee the difference not to exceed the proposal and such larger amount for which the perform the work covered by the proposal then this effect provided, however, that this bond is executed on this bond shall be determined in accordance with
IN WITNESS WHEREOF, we hereunto set our hands and seals	:
Principal	Surety
Ву	By Attorney-in-Fact
Title	Address, Attorney-in-Fact Subscribed and sworn to before me this day of, 20
	My commission expires:
	Notary Public

GILA COUNTY QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

A brief history of the Contractors Firm.

C.

reference.

made a full part of this contract by this reference.

Contract Number 020917-FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT

The applicant submitting this Bid warrants the following:

1.	Name, Address, and Telephone Number of Principal Contractor:
	PO. BOX 73 PAYSON AZ 8554
	928-474-2454
2.	Has Contractor (under its present or any previous name) ever failed to complete a contract?
	YesNo. 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?YesNo. 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)?YesNo. 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 Cost Proposal shall be submitted on the Price Sheet, attached hereon and

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

- d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- e. List the specific qualifications the Contractor has in supplying the specified services.
- f. Gila County reserves the right to request additional information.
- A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
- 7. Current Arizona Contractor License Number: ROC 247846

Signature of Authorized Representative

Printed Name

ALES I DENT

Title

GILA COUNTY <u>REFERENCE LIST</u> (RL-1)

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

References	s and seems as this Invitation for
Please list a mini	mum of four (4) references for projects of similar size and scope as this Invitation for
Bids during the pa	ast twelve (12) months, in or as close to Gila County as possible.
1. Compan	V: PAYSON WATER COMPANY
Conta	
Phone	e: 720-949-1384
Addre	ess: P.O BOX 200 595 DENVER CO 80120
2. Compar	
Conta	
Phon	e: 928-242-1498
Addr	ess: 51 W. 3Ad ST TEMPS AZ 85281
3. Compai	
Cont	act: MIKE STON
Phor	ne: 928-970-1484
Addr	ress: 6540 N. 7th AVE PhOENIX, AZ 85013
4. Compa	ny: TOWN OF STAR VALLEY
Cont	act: Tim GRIER
Phor	ne: 928-472-7752
Addı	ress: 3675 E Hwy 360 STAX VALLey AZ 85547
	Name of Business

AFFIDAVIT BY CONTRACTOR (ANC-1) CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
COUNTY OF: LILA)
(Name of Individual) being first duly sworn, deposes and says:
That he is RESIDENT
of Roy Alayer Excavating INC and (Name of Business)
That he is properly prequalified by Gila County for bidding on BID NO. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA and,
That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:
That neither he nor anyone associated with the said
Roy HAught ExCAVATING, 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.
Name of Business
your M. H - Q1
PRESIDENT
Title
Subscribed and sworn to before me this 4 day of March 2017.
Subscribed and sworn to before me this day of
Notary Public
OFFICIAL SEAL

TONI GERMAN

Notary Public - State of Arizona

GILA COUNTY

My Gemm. Expires November 6, 2018

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

At the time of the submission of Invitation for Bid No. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING 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 County prior to award of contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

Yes	Ø	it is my intention to subcontract a portion of the work.
No		it is not my intention to subcontract a portion of the work.

Name of Business

Signature of Authorized Representative

Title

Roy Haught Excavating, Inc., was established in 1987 doing business in the following capacity:

Excavation
Drainage
Water Distribution
Sewer & Low Pressure Sewer
Grading
Paving
Concrete Work
Buildings
All Dry Utilities
Utility Trenching
Septic Systems (Including Alternative Systems)
Aggregate Hauling

Roy Haught Excavating, Inc., licenses include: A General Engineer (ROC247846), Excavating, Grading and Oil Surfacing (ROC146561) as well as Septic Systems (ROC148193).

Projects completed have been for Salt River Project, the State of Arizona, the USDA Forest Service, Several Counties in Arizona as well as for private ownership. We have had a contract with APS for over 10 years.

BIDDERS CHECKLIST (CK-1)

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

CHECKLIST:

REQUIRED DO	CUMENT		COI	MPLETED AND I	XECUTED		
Proposal							
Price Sheet					-		
Surety (Bid)	Bond				-		
Qualification	& Certification	n Form					
Reference Li	st				-		
Affidavit of I	Non-Collusion				-		
Subcontract	or Certification				are		
Contract					-		
Bidders Che	cklist & Addeno	da Acknowled	lgment	V	-		
ACKNOWLEDGME	NT OF RECEIPT	OF ADDEND	<u>A:</u>			****	
	#1	#2	#3	#4	#5		
Initials and Date	3/2/17				 17.		
Signed and da	ated this	day	of MARI	<u> </u>	17.		
CONTRACTOR:							
			Manne BY:	M.t		3	

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: Proposal to Construct: FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 020917. All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before Thursday, March 16, 2017.

(Rev. December 2014)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Departr	nent of the Treasury									L			
Internal	Internal Revenue Service 1 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.												
	6 Pusings pame/	VONNE M HAUGHT Business name/disregarded entity name, if different from above											
S.		THE TWO AVAITABLE BALC											
Print or type Specific Instructions on page	ROY HAUGHT EXCAVATING, INC 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate						ins	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)					
e 2	single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Limited liability company.						i i	1					
ない。	Limited liability company. Enter the tax classification (CEC corporation, CEC corporation,						r Ex	Exemption from FATCA reporting code (ff any)					
ᅙᇎ	Note. For a single-member LLC that is disregarded, do not check LLC, should be specified the tax classification of the single-member owner.						CC			Intoined or	unide the	(J.S.)	
Print or type : Instruction:	1								(Applies to accounts maintained outside the U.S.)				
Other (see instructions) > S Address (number, street, and apt. or suite no.)						id address (optional)							
ēĊ.	P.O. BOX 73												
	6 City, state, and	ZIP code											
See	PAYSON, AZ												
•		mber(s) here (optional)											
Do	rt I Taxpa	ayer Identification Nu	ımber (TIN	1)			0		Mar marin	hor			
			طاحمت ومسالم ماساليان	aatch the nam	e given on line 1 to av	oid L	Social	Secur	ity nun	T		ГТ	
back	up withholding. For	ppropriate box. The TIN pro or individuals, this is genera	lly your socia	I security num	iber (SSN). However, i	r			-1		-		
resid	lent alien, sole pro	or individuals, this is genera oprietor, or disregarded entit loyer identification number (ty, see the Pa (FIN) If you d	o not have a r	number, see How to ge	et a			L				
TYAI.							or .			ation nu	mber		\neg
HIN	on page o.	in more than one name, se	e the instruct	ions for line 1	and the chart on page	4 for	Emplo	yer id	enulica	T T			=
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.					7								
guio	guidenities on whose harms to short												
De	et II Corti	fication											
,													
		the second secon	taxpayer ider	ntification num	ber (or I am waiting fo	r a numb	er to t	e issu	ed to	me); ar	10		
1, 1	ne number snow	health withholding becau	se: (a) I am e)	cempt from ba	ckup withholding, or (b) I have	not be	en no	tified	by the	nterna	I Reve	enue et Lam
 The number shown on this form is my correct taxpayer identification that the number shown on this form is my correct taxpayer identification that it is not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue I am not subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 													
3. I am a U.S. citizen or other U.S. person (defined below); and													
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is contest.													
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from PATCA code(s) entered on this form (if any) indicating that I am exempt from PATCA code(s) entered by the IRS that you are currently subject to backup withholding Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage transactions are currently subject to back your apply and the patch tax you are currently subject to tax your apply and tax you are not required to sign that you are currently you are currently you are patch tax you are currently you are patch tax you are patch tax you are not required to sign tax you are you are you are you													
instructions on page 3.													
Siç He	gn Signature	of ,	И.	<u> </u>		Date ►				/-/			
General Instructions • Form 1098 (home-mortgage interest), 1096-E (student loan interest), 10													
Section references are to the Internal Revenue Code unless otherwise noted. Section references are to the Internal Revenue Code unless otherwise noted. Figure developments Information about developments affecting Form W-9 (such													
as l	egislation enacted at	Information about development fter we release it) is at www.irs.g	ts affecting Fon gov/fw9.	m W-9 (such	Use Form W-9 only	y if you are	a U.S.	perso	n (inclu	ding a n	esident		
Pu	irpose of Forr	n			If you do not return	Form W-	9 to the	reque	ster wi	th a TIN	you mi	ght be	subject

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DiV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.



GILA COUNTY FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT INVITATION FOR BID NO. 020917

ADDENDUM #1: DATE: 03/02/17

CLARIFICATIONS:

QUESTION: What is the anticipated award date?
 ANSWER: April 18th Board of Supervisors meeting.

2. QUESTION: What is the anticipated NTP date for this project?

ANSWER: Anticipated NTP date will likely be May 8, 2017. The County would have to discuss any changes to these anticipated dates with the winning bidder. Prospective bidders should assume this date as most probable for the NTP.

3. **QUESTION:** What is the Engineer's estimate?

ANSWER: This information can be found on the County website under the 2-21-17 Regular BOS Meeting.

4. QUESTION: Nearest fire hydrant, water source?

ANSWER: Contractor shall secure their own water source per the Construction Water section of the General Requirements – see page 8 of 81 of the bid documents.

5. **QUESTION:** Available staging area?

ANSWER: No staging area have been designated for this project. Contractor shall secure their own staging locations as deemed necessary. Some of the larger pullouts within the project limits and in close proximity may be used for temporary staging as approved by the Engineer.

This concludes Addendum No. 1 to Invitation for Bid No. 020917

GILA COUNTY CONTRACT NO. 020917 (C-1 TO C-7)

THIS AGREEMENT, made and entered i	nto this day of
2017, by and between Gila County, a political s	ubdivision of the State of Arizona, party of the
first part, hereinafter designated the OWNER,	and of the City of
, County of	, State of Arizona, party of the second part,
hereinafter designated the CONTRACTOR.	

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

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all materials, labor, equipment and services required for performing all work for Bid No. 020917, FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 020917 will become the Contract Number.

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

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

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

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

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

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

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE</u> - 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

- Policy shall contain a waiver of subrogation against the County of Gila.
- B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u> The policies shall include, or be endorsed to include, the following provisions:
 - 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. <u>NOTICE OF CANCELLATION:</u> Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Betty Hurst, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

- D. <u>ACCEPTABILITY OF INSURERS:</u> 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. <u>VERIFICATION OF COVERAGE</u>: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Betty Hurst, Contracts Administrator**, **1400** E. **Ash St.**, **Globe**, **AZ 85501**. The County project and 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. <u>SUBCONTRACTORS:</u> Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. <u>APPROVAL:</u> Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

SCHEDULE:

For construction in the contract documents, the project shall be completed within **30 Calendar** Days of the commencement date as specified on the Notice To Proceed.

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

WORK ITEM

DAILY CHARGE PER CALENDAR DAY

All work not complete within the above specified time after start of work.

\$350.00

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

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

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

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

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

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

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

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

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

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

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

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

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

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for: Forest Service Rd. No. 512 Asphalt Patching Project.

FOREST SERVICE RD NO. 512 ASPHALT PATCHING PROJECT CONTRACT NO. 020917

OWNER:	CONTRACTOR:
GILA COUNTY BOARD OF SUPERVISORS	
Tommie C. Martin, Chairman, Board of Supervisors	Contractor Signature
	Print Name
ATTEST:	Witness (If Contractor is Individual)
Marian Sheppard, Clerk of the Board	
APPROVED AS TO FORM:	
Jefferson R. Dalton, Deputy Gila County Attorney, Civ	ril Bureau Chief

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
holding a certificate of authority to transact surety business in Arizona issued
the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinaf called the Obligee) in the amount of (100% OF CONTRA
called the Obligee) in the amount of (100% OF CONTRA AMOUNT) dollars (\$), for the payments
whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, a
assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: FOREST SERVI RD NO. 512 ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, which contract is hereby referred to a 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 faithful
perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during t
original term of said contract and any extension thereof, with or without notice to the Surety, and during the life
any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, term
conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter
made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be vo
otherwise to remain in full force and effect; PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Artic
2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with t
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 reasonal
attorneys' fees as may be fixed by a judge of the court.
Witness our hands this day of, 2017.
Principal Seal
Surety Seal By:
Agency of Record By:
Arizona Countersignature Agency Address
Address

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1) PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:		
That,		
	(her	einafter called the Principal), as Principal,
and	, (net	charter canca the rimapan, as rimapan,
(hereinafter called Surety), a corporation	on duly organized and existing the	e laws of the State of
the Director of the Department of Ins called the Obligee) in the amount of dollars (\$	urance, as Surety, are held and for (100% of Contract Amount) per payment whereof, the said Prince sors, and assigns, jointly and sever agreed to enter into a certain compared to enter into a certain conficiency of the Surety being hereby waive fiect; this bond is executed pursuant to enter a certain conficiency of the surety being hereby waive fiect; this bond is executed pursuant to enter a certain confidency of the surety being hereby waive fiect; this bond is executed pursuant to enter a certain confidency of the surety being hereby waive fiect; this bond is executed pursuant to enter a certain confidency of the certain certain confidency of the	tract with the Obligee for: FOREST SERVICE which contract is hereby referred to and herein. JCH, that if the said Principal shall faithfully nd agreements of said contract during the totice to the Surety, and during the life of alfill all the undertakings, covenants, terms, ons of said contract that may hereafter be d; then the above obligation shall be void, the provisions of Title 34, Chapter 2, Article all be determined in accordance with the
Witness our hands this	day of	2017.
Principal	Seal	
Surety	Seal	Ву:
Agency of Record		Ву:
Arizona Countersignature		Agency Address
Address		

Phone Number

GILA COUNTY CONTRACT PERFORMANCE WARRANTY (CPW-1)

l,	, representing
	(company name)
do hereby warranty the work performed for the:	
FOREST SERVICE RD NO. 512 ASPHALT PATCHING	PROJECT, GILA COUNTY, ARIZONA,
for a period of two (2) years from completion of s	aid work.
Said work shall be free from defects which would manner.	d cause the work not to perform in its intended
(Officer, Partner, Owner)	Date

APPENDIX A

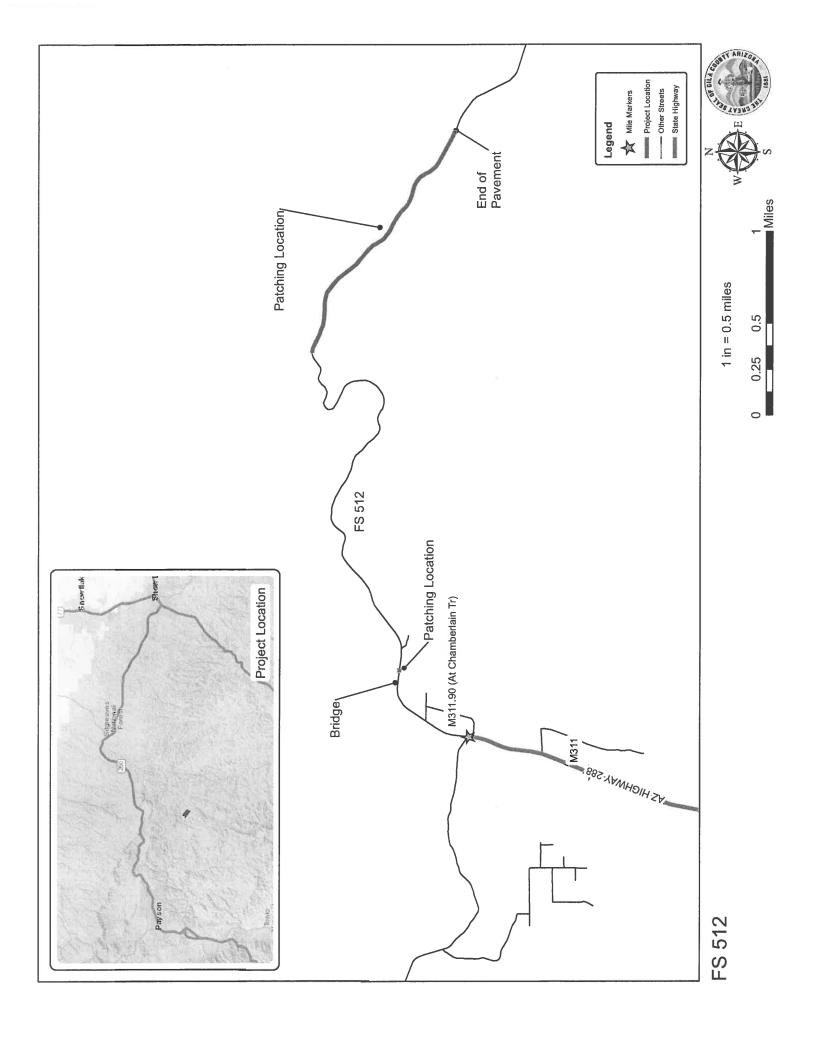
(PATCHING LOCATIONS)

FS ROAD 512 ASPHALT PATCHING LOCATIONS

	LENGTH	WIDTH	AREA
LOCATION	<u>(FT)</u>	<u>(FT)</u>	(SQ YD)
FS512 RD - A	15	25	41.67
FS512 RD - B	17	38	71.78
FS512 RD - C1	13	44	63.56
FS512 RD - C2	12	52	69.33
FS512 RD - C3	12	68	90.67
FS512 RD - C4	19	40	84.44
FS512 RD - C5	10	67	74.44
FS512 RD - C6	12	30	40.00
FS512 RD - F	11	30	36.67
FS512 RD - G	17	25	47.22
FS512 RD - H	12	28	37.33
FS512 RD - I	10	50	55.56
FS512 RD - J	8	15	13.33
FS512 RD - K	11	23	28.11
FS512 RD - L	10	15	16.67
FS512 RD - M	8	23	20.44
FS512 RD - N	8	45	<u>40.00</u>
	SUBTOTAL		831.22
	10% OF TO		83.12
	TOTAL		914.34

APPENDIX B

(PATCHING LOCATION MAP)



Regular BOS Meeting

Meeting Date: 04/18/2017

Submitted For: Michael Scannell, Deputy County Manager

Submitted By: Jacque Sanders, Asst. County Manager/Librarian

<u>Department:</u> Asst County Manager/Library District

Information

Request/Subject

Appoint members to the Gila County Fair and Racing Commission to serve as lead governance structure at the Gila County Fairgrounds.

Background Information

The Gila County Fair and Racing Commission was established 50 years ago by the Board of Supervisors to assist with the governance of the Gila County Fairgrounds. The last formal action by the Board of Supervisors to appoint individuals to this Commission appears to have been in March 2002, according to a recent search of the official minutes of the Board of Supervisors. Given that it has been 15 years since appointments were last made, those terms have long since expired; however, those dedicated volunteers have continued in their appointed roles. In order to bring this Commission into compliance with current Gila County rules and standards regarding Board-appointed commissions, the Fair and Racing Commission members need to be formally re-appointed.

Evaluation

The Fairgrounds is a valuable asset in the community and the formal governance structure needs to be re-established and maintained in order to manage the Fairgrounds in a manner that results in the Fairgrounds becoming an economic development asset and one that showcases the facility to the residents and visitors to Gila County.

Conclusion

Re-appointing the Fair and Racing Commission helps preserve the community involvement in the Fairgrounds and will help to re-establish the formal organizational structure.

Recommendation

Staff recommends re-establishing the Fair and Racing Commission as the Board appointed Commission to coordinate activities and events that are important to the local area and preserve the purpose and mission of the Gila County Fairgrounds. Staff further recommends that this Commission agrees to comply with various requirements including meeting at least annually with the Board of Supervisors to report on their various activities and events, and create bylaws and work to become a legally recognized entity. State law requires that all official appointed committees and commissions conduct their meetings in accordance with the Open Meeting Law.

Suggested Motion

Information/Discussion/Action to formally establish the Fair and Racing Commission as a seven member board to assist in the governance of the Gila County Fairgrounds; appoint the following members: Bill Byrne, Chairman-April 18, 2017 through December 30, 2021; Christy Lavin, Secretary-April 18, 2017 through December 30, 2021; Melva Enders, Treasurer-April 18, 2017 through December 30, 2019; Andy Hetrick, Member-April 18, 2017 through December 30, 2019; Janet Cline, Member-April 18, 2017 through December 30, 2021; Floyd Livingood, Member- April 18, 2017 through December 30, 2021; Sherron Lavin, Past Chair-April 18, 2017 through December 30, 2019; and direct staff to work with the newly appointed members of the Fair and Racing Commission for the purpose of creating bylaws and seeking input relative to their vision for the future management of the Gila County Fairgrounds. (Michael Scannell)

Attachments

GC Fair and Racing Commission-List of Board of Directors

GILA COUNTY FAIR AND RACING COMMISSION

(Proposed to the BOS on 4/18/17)

Name of Member & Appointment Info. 1	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current	Term of Incumbent (End date must match end	Term of Office (Only change when new
2012		. (0.4/4.0/4.7)	Appointment	date of Term of Office)	term cycle begins
Bill Byrne (Chairman)	D	A (04/18/17)		04/18/17-12/31/21	04/18/17-12/31/21*
Christy Lavin (Secretary)	D	A (04/18/17))		04/18/17-12/31/21	04/18/17-12/31/21*
Melva Enders (Treasurer)	D	A (04/18/17)		04/18/17-12/31/19	04/18/17-12/31/19*
Andy Hetrick	D	A (04/18/17)		04/18/17-12/31/19	04/18/17-12/31/19*
Janet Cline	D	A (04/18/17)		04/18/17-12/31/21	04/18/17-12/31/21*
Floyd Livingood	D	A (04/18/17)		04/18/17-12/31/21	04/18/17-12/31/21*
Sherron Lavin (Past Chair)	D	A (04/18/17)		04/18/17-12/31/19	04/18/17-12/31/19*

^{*}All subsequent terms of office will be for 4 years.

- A. Date of creation: March 3, 1969, the Board of Supervisors unanimously voted to combine the Fair Commission and the Racing Commission to be called the Gila County Fair and Racing Commission.
- B. The Commission shall consist of 7 members who shall be qualified electors of the county. The terms of the members of the Commission shall be for four years except for those initially appointed (to have staggered terms.)

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

¹ Appointment Information:

ARF-4297

Regular Agenda Item 3. H.

Regular BOS Meeting

Meeting Date: 04/18/2017

<u>Submitted For:</u> Jacque Sanders, Asst. County Manager/Librarian Submitted By: Jacque Sanders, Asst. County Manager/Librarian

<u>Department:</u> Asst County Manager/Library District

<u>Fiscal Year:</u> 2018 <u>Budgeted?:</u> Yes

Contract Dates July 1, 2017-June 30, Grant?: No

Begin & End: 2018

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Establish employee contribution rates and benefit changes for employee and family coverage for FY 2018 for Arizona Local Government Employee Benefit Trust (AZLGEBT) plans.

Background Information

Gila County joined 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 18 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. There is currently one employee left in this closed group. In FY 2016 AZLGEBT added a Flexible Spending Account (FSA) option to the plan.

In FY 2017, the total cost of the health insurance

premiums increased approximately 5.66%, or \$29.19 per month for employee only coverage and 4.81% or \$59.77 per month for family coverage, and the county and employees shared this increase, which resulted in an increase in premiums to employees of \$3.50 per month for employee coverage and \$14.50 per month for family coverage. There was an increase of \$5.00 in the prescription co-pay and no increase to deductibles or medical co-pays.

For FY 2018, there is a \$0.37 cent increase to employee premiums and a \$1.47 increase in family coverage. These represent less than a 1% increase in total premium costs.

Evaluation

For FY18 there will be an increase to deductibles, co-pays and out of pocket maximums as follows:

PPO Plan

- Increase In-Network Deductible from \$400 to \$500 per participant
- Increase Out-of-Network Deductible from \$1,000 to \$1,500 per participant
- Increase In-Network Out-of-Pocket Maximum from \$5,000 to \$5,500 Employee
- Increase In-Network Out-of-Pocket Maximum from \$13,700 to \$14,300 Family
- Increase Copay from \$25 to \$30
 - PCP Office Visits
 - Chiropractic Visits
 - Out-Patient Lab Costs Under \$500
 - In-Office Lab Costs by PCP
 - Out-Patient X-Rays
 - In-Office X-Rays by PCP
 - Hearing Exams & Testing
- Increase Copay from \$35 to \$45
 - Specialist Office Visits
 - In-Office Lab Costs by Specialist
 - X-Rays by Specialist

HDHP

- Increase In-Network Deductible from \$3,500 to \$3,750- Employee
- Increase In-Network Deductible from \$7,000 to \$7,500- Family

PRESCRIPTION DRUGS - No Changes DENTAL - No Changes

VISION - No Changes LIFE- No Changes

There are two new added benefits for employees; adding an Employee Assistance Program (EAP) 3 visits per issue, and adding Teladoc for a \$25 copay for PPO, and \$45/visit until deductible is reached for the HDHP. These two new benefits will be introduced and discussed in a presentation to the Board of Supervisors in May, during Open Enrollment.

Once again, Open Enrollment for the AZLGEBT plan will take place in May and will be a "passive enrollment" utilizing the SmartBen web portal. Employees who wish to change their benefit selections or add other options will be able to make those changes during Open Enrollment. The Human Resources Department will be providing information to all benefit eligible employees about Open Enrollment. Staff from Erin Collins and Associates (ECA) and Gilsbar will be on site in Gila County on May 9 and 10, 2017 during open enrollment to meet with employees and answer questions. Staff from ECA and staff from Holman Frazier (Employee Assistance Program) will be on site in Gila County on May 22, 2017, for further training and support.

Conclusion

As health care continues to become more complex, AZLGEBT has continued to strategically expand options for members, while continuing the commitment to provide an affordable benefit package to Gila County employees and their families.

To remain fair and consistent with the health insurance plan, and since employees who use the insurance plan will be paying additional for deductibles and office visits, staff believes that the small increase in premiums should be absorbed by the County as a prudent financial step for the County. While other government employers in the area have experienced 15% increases year over year, the average 5.24% increase in AZLGEBT speaks to how well the plan is managed. One of the cornerstones of a well managed plan is the shared cost between employers and employees.

Recommendation

Staff recommend the following for FY 2018:

• No increase to premium rates for employees. Combined rates will remain at \$68.50 per month for employee only coverage, and \$320.50 per month for family coverage, with a continuation of the \$20 per month discount for all employees who participate in

- the annual Health Risk Assessment (HRA).
- Reconfirm the Gila County <u>base</u> contribution rates for the Health Savings Account (HSA) system at \$10 per month for single coverage and \$25 per month for family coverage.
- Reconfirm the dollar-for-dollar matching contribution into the HSA system <u>up to</u> an additional \$40 per month for single employee coverage, and \$75 per month for family coverage.

Suggested Motion

Information/Discussion/Action regarding premium rates in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective as of July 1, 2017, as follows: Adopt Schedule A - Employee Insurance Contributions FY 2018 (attached to the agenda item). (Jacque Sanders)

Attachments

Schedule A.
AZLGEBT Plan changes FY18



Gila County Employee Insurance Contributions FY 2018

Effective 07-01-17

Single Coverage PPO and HDHP

	Monthly Premium without HRA discount	Pay period premium without
		HRA discount
Medical	62.50	31.25
Vision	2.00	1.00
Ameritas Dental Network	4.00	2.00
TOTAL	68.50	34.25
ANY Dental Network	7.10	3.55

Family Coverage

	Monthly Premium without HRA discount without HRA discount		
Medical	299.50	149.75	
Vision	5.00	2.50	
Ameritas Dental Network	16.00	8.00	
TOTAL	320.50	160.25	
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 2017- \$3,400 (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 2017 -\$6,750 (additional carryover allowed)



AZLGEBT – 2017-2018 Plan Year Changes

All of the changes below are effective July 1, 2017

MEDICAL

Both Plans - PPO and HDHP

• Add Employee Assistance Program (EAP)-3 Visits Per Issue

PPO Plan

- Increase In-Network Deductible from \$400 to \$500 Per Participant
- Increase Out-of-Network Deductible from \$1,000 to \$1,500 Per Participant
- Increase In-Network Out-of-Pocket Maximum from \$5,000 to \$5,500 Employee
- Increase Out-of-Network Out-of-Pocket Maximum from \$13,700 to \$14,300 Family
- Increase Copay from \$25 to \$30
 - PCP Office Visits
 - Chiropractic Visits
 - Out-Patient Lab Costs Under \$500
 - o In-Office Lab Costs by PCP
 - o Out-Patient X-Rays
 - o In-Office X-Rays by PCP
 - o Hearing Exams & Testing
- Increase Copay from \$35 to \$45
 - Specialist Office Visits
 - o Urgent Care
 - o In-Office Lab Costs by Specialist
 - X-Rays by Specialist
- Add Teladoc at a \$25 Copay

HDHP

- Increase In-Network Deductible/Out-of-Pocket from \$3,500 to \$3,750- Employee
- Increase In-Network Deductible/Out-of-Pocket from \$7,000 to \$7,500- Family
- Add Teladoc- \$45 Per Visit until Deductible is met and then Plan pays 100%

PRESCRIPTION DRUG

No Changes

DENTAL

No Changes

VISION

No Changes

LIFE

No Changes

ARF-4266

Regular Agenda Item 3. I.

Regular BOS Meeting

Meeting Date: 04/18/2017

Submitted For: Steve Sanders, Director

Submitted By: Marian Sheppard, Clerk of the Board

<u>Department:</u> Public Works

<u>Fiscal Year:</u> 2016-2017 <u>Budgeted?:</u> No

Contract Dates N/A Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Gila County's Purchase of State-owned Tax Parcel Number 102-13-032-F

Background Information

A.R.S. § 42-18303 (E) states, "The board of supervisors may accept an offer from, and sell real property held by this state by tax deed to, the county or a city, town or special taxing district in the county for a public purchase related to transportation or flood control. The board of supervisors shall convey the deed and apportion the monies received in the transaction prescribed by this action." The Board of Supervisors is statutorily authorized to sell these properties under the following statute:

In 2013, Assessor's parcel number 102-13-032-F was deeded to the State of Arizona c/o Board of Supervisors. An auction was held that year and it did not sell at the auction; therefore, it was added to a list of properties that are available for purchase year-round.

Evaluation

This parcel is a road called Coles Way and it is located off of Pinal View Drive, Ice House Canyon, Globe, Arizona. Steve Sanders, Public Works Division Director, would like the County to purchase the parcel as it can be used for a public purpose for transportation or flood control. The Board of Supervisors previously adopted a policy regarding the sale of any State-owned land that is in the care of the Board of Supervisors. The lien

amount on this property is \$1,538.64; however, it meets the requirement to sell the property for a lesser amount.

Conclusion

It would be advantageous to sell the subject parcel to Gila County for \$1 as it will be used for a public purpose for transportation or flood control.

Recommendation

It is recommended that the Board of Supervisors consider selling the subject property to Gila County.

Suggested Motion

Information/Discussion/Action to approve the sale of Assessor's tax parcel number 102-13-032-F to Gila County for \$1 so that it can be used for a public purpose related to transportation or flood control pursuant to Arizona Revised Statute § 42-18303 (E); and authorize the Chairman's signature on the related Quit Claim Deed. (Steve Sanders)

<u>Attachments</u>

Quit Claim Deed-Parcel No. 102-13-032-F Information for Parcel No. 102-13-032-F

When recorded return to: Marian Sheppard, Clerk Gila County Board of Supervisors



GILA COUNTY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, made this 18th day of April 2017, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Gila County, Grantee.

Address of Grantee: 1400 E. Ash Street, Globe, Arizona 85501

RECITALS

WHEREAS, the real property hereinafter described was conveyed to the State of Arizona by Treasurer's Deed for the non-payment of taxes, which taxes had been legally assessed against, and became a lien upon, said property according to law; and

WHEREAS, in accordance with A.R.S. §42-18303(E), the Board of Supervisors may accept an offer from, and sell real property held by the State of Arizona by tax deed to, the county or a city, town or special taxing district in the county for a public purpose related to transportation or flood control; and

WHEREAS, it has been determined that the citizens of Gila County would benefit from the purchase of a parcel of land to be used for a public purpose related to transportation or flood control that was previously deeded to the State of Arizona by the County Treasurer; and

WHEREAS, on the 18th day of April 2017, Grantee did purchase said property for the sum of One Dollar (\$1.00);

NOW, THEREFORE, in consideration of the premises, Grantor does hereby quit-claim to Grantee the following described real property situated in the County of Gila, State of Arizona.

Assessor's Tax Parcel Number: 102-13-032-F

Legal Description:

PARCEL OF LAND USED AS EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES PER ROS 1123 NW1/4 SEC25 T2S R15E; 0.79AC (OUT OF 102-13-032B)

Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)

Grantor:	Attest:
Tommie C. Martin, Chairman	Marian Sheppard, Clerk
	manus ereppara, erem

QCD-102-13-032-F Page **1** of **2**

STATE OF ARIZONA)	
) SS	ACKNOWLEDGEMENT
COUNTY OF GILA)	

Before me, Melissa Henderson, a Notary Public in and for the County of Gila, State of Arizona, on this 18th day of April 2016, personally appeared Tommie C. Martin, Chairman, Board of Supervisors, Gila County, Arizona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Notary Public
My Commission Expires:

QCD-102-13-032-F Page **2** of **2**

WHEN RECORDED RETURN TO: GILA COUNTY TREAS.

2013-008603 Page: 1 of 07/23/2013 08:55:24 AM Receipt #: 13-565 Rec Fee: \$0 Gila County Treasurer's Office Gila County, Az, Sadie Jo Tomerlin, Recorder

TREASURER'S DEED A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 10 th day of April, 2013 notice according to law was published in the Arizona Silver Belt, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19 th day of July, 2013, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER: 102-13-032-F

DESCRIBED AS: PARCEL OF LAND USED AS EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES PER ROS 1123 NW1/4 SEC25 T2S R15E;0.79AC (OUT OF 102-13-032B)

IN WITNESS WHEREOF, I, Debora Savage, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19 th day

of July, 2013

Treasurer of Gila County

STATE OF COUNTY (

This instrument was acknowledged before me this 19 th day of July, 2013 by Debora Savage as Treasurer of the County of Gila, State of Arizona, who then

and there stated to me that SHE executed the same for the purpose and consideration therein

expressed.

PEGGY DENISE COX Notary Public - Arizona Gila County My Commission Expires January 21, 2014

My Commission Expires:

Notary Public

Gila County Treasurer

Owner

Tuesday, January 15, 2013

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone: (928) 425-3231 ext. 8702, 8703, Fax: (928) 425-7268

dsavage@co.gila.az.us

BOYD J GREGORY & CARLA JEAN

PARCEL OF LAND USED AS EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES PER ROS 1123 NW1/4 SEC25 T2S R15E;0.79AC (OUT OF 102-13-032B)

PO BOX 30715

FLAGSTAFF AZ 86003

Parcel ID: 102-13-032-F

Figures below based on 07/19/2013

Year	Roll#	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2012	1320	Tax	\$119.00	\$0.00	\$0.00	\$9.52	\$0.00	\$128.52
2011	1348	Tax	\$118.12	\$0.00	\$5.91	\$28.35	\$0.00	\$152.38
2010	1338	CP State Iss	\$109.52	\$109.52	\$15.48	\$43.07	\$0.00	\$168.07
2009	1342	CP State Iss	\$98.16	\$98.16	\$15.00	\$58.90	\$0.00	\$172.06
2008	1684	CP State Iss	\$100.94	\$100.94	\$15.05	\$72.00	\$0.00	\$187.99
2007	1345	CP State Iss	\$105.70	\$105.70	\$15.29	\$93.01	\$0.00	\$214.00
2006	1339	CP State Iss	\$117.52	\$117.52	\$15.88	\$122.22	\$0.00	\$255.62
2005	1335	Tax	\$133.46	\$0.00	\$0.00	\$1.78	\$135.24	\$0.00
	77777478 444 ASTON 1423-45344 444-44-44		\$902.42	\$531.84	\$82.61	\$428.85	\$135.24	\$1,278.64

Japes 768.96

Int 427.07

Fees 92.61

Dreasters 200.06

1488.64

1278.64 10.00 (1) 200.00 (Duanter) 1488.64 Clerk Admin. fee: \$50.00 \$1,538.64

2006-3012

1

THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR DELINQUENT TAXES

TREASURER'S OFFICE GIA COUNTY, Arizona

Notice is hereby given that STATE OF ARIZONA thas applied for a Treasurer's Deed to the following described real property owned by:

Boyd Carla Jean PARCEL # 102-13-032-F

Legal Description: PARCEL OF LAND USED AS EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES PER ROS 1123 NW1/4 SEC25 T2S R1SE;0.79AC (OUT OF 102-13-032B)

which on the 13 th day of February 2008.

STATE OF ARIZONA

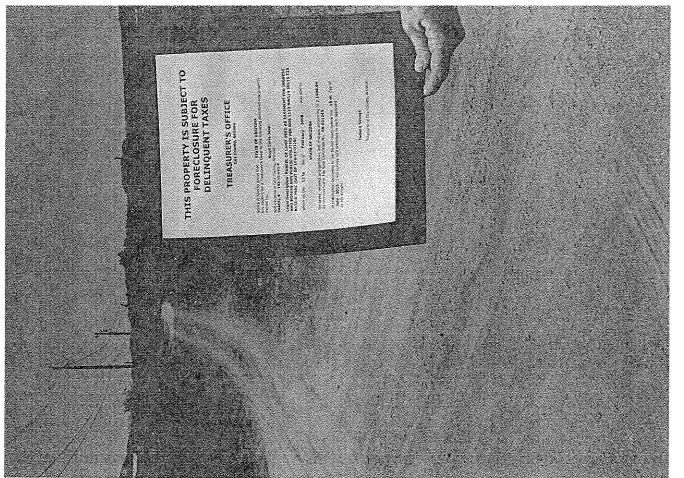
for taxes, interest and penalties and charges amounting to \$ 1488.64 as represented in Tax Sale Certificate No. 08-031245

If redemption according to law be not made before the 19 th day of July, 2013. I will convey said premises to such applicant or his assigns.

Debora Savage

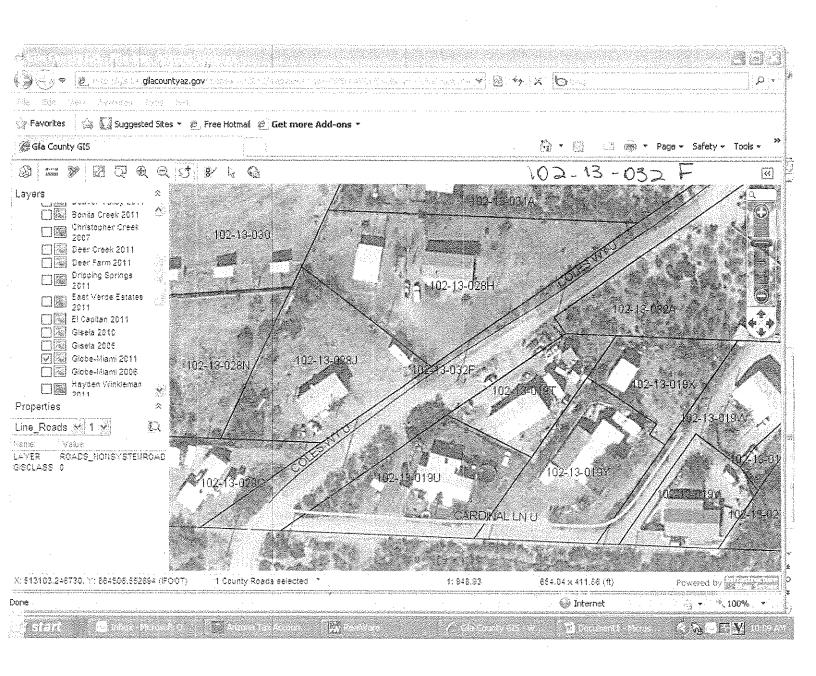
Treasurer of Gila County, Anzona

(coles Max) JCEO. E1 .601



102.13-032F. (Coles Way)





Posting in Globe, Az

Parcel 102-13-032 F

Coles Way off of Pinal View Drive. Ice House Canyon

Our notes on this parcel:06-12-2007 PDC OWNER NOT INTERESTED EASEMENT WITH UTILITIES - OWNER CAME IN ON 6/12/07 SAID THAT THIS IS A INGRESS/EGRESS WITH UTILITIES SEE LEGAL DISCRIPTION. HE IS NO LONGER INTERESTED IN THIS PROPERTY WE SAID WE COULD NOT DO ANYTHING FOR 7 YEARS PULL TAX BILL DO NOT SELL CP ON THIS PROPERTY.

12-29-11 TLP WANDA IN ASSESSORS IS INTERESTED WHEN DEEDED IT IS NEXT TO MOTHERS HOUSE ROAD

PARCEL OF LAND USED AS EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES PER ROS 1123 NW1/4 SEC25 T2S R15E;0.79AC (OUT OF 102-13-032B)

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 04/18/2017

Submitted By: Marian Sheppard, Clerk of the Board

<u>Department:</u> Clerk of the Board of Supervisors

<u>Information</u>

Request/Subject

Order No. LL-14-05-RTR - Trident Winery's Series 19 Remote Tasting Room Application

Background Information

On July 1, 2014, the Board of Supervisors unanimously voted to recommend the Arizona Department of Liquor Licenses and Control's (DLLC) approval of a Series 13 Domestic Farm Winery license for Trident Winery, which was later approved by the DLLC. Ray Stephens, Jr. is the owner and applicant.

Mr. Stephens has a remote tasting room for Trident Winery that is located at 6261 Hardscrabble Mesa Road, Pine, Arizona. He has submitted an application to the DLLC to establish a remote tasting room at 6373 Ruin Hill Loop, Pine, Arizona, as he intends on closing the current location. When the initial remote tasting room application was submitted to Gila County, this liquor license series was fairly new so the DLLC had not established the local governing body's requirements. Since that time, there have been very few such applications submitted in the state. On February 9, 2015, the initial application was reviewed and approved by Robert Gould, former Gila County Community Development Division Director and currently the Gila County Planner, and forwarded to the DLLC for final approval. Mr. Gould's review was strictly with regard to ensuring that the remote tasting room fit in with the proper zoning of the area. The DLLC did not send that application to the Board of Supervisors.

On March 28, 2017, the Clerk of the Board received Mr. Stephens' application from the DLLC. Mr. Gould also received the application.

Evaluation

The DLLC requires that remote tasting rooms must be owned and operated by a licensee that concurrently owns on of these four Arizona liquor licenses: 1) Out-of-state Farm Winery-Series 2W; 2) Out-of-state Craft Distillery-Series 2D; 3) In-state Farm Winery Application Kit-Series 13; or 4) In-state Craft Distiller Application Kit-Series 18. Mr. Stephens is the licensee of an In-State Farm Winery for Trident Winery.

The application has been reviewed by Planning and Zoning Division and it has been verified that the proposed location of the remote tasting room is not within 300 feet of a church or school. On March 20, 2017, Robert Gould, Planner for the Gila County Community Development Division, verified that the proposed location of the remote tasting room is within the proper zoning. application. The application has also been reviewed by the Gila County Health Department to ensure there are no other permitting requirements needs from that department.

Conclusion

The application is ready to be presented to the Board of Supervisors for a decision. This is the only Arizona liquor license application which first is *approved* by the local government. (All other liquor license applications receive a recommendation from the local governing body for the DLLC's approval of disapproval.)

Recommendation

An internal review of the application has been concluded resulting in no concerns; therefore, staff recommends the Board of Supervisors' approval of the application.

Suggested Motion

Approval of Order No. LL-14-05-RTR, which is a Series 19-Application for a Remote Tasting Room submitted by Ray Stephens, Jr. for Trident Winery, whereby a remote tasting room will be established at 6373 Ruin Hill Loop, Pine, Arizona.

Attachments

Order No. LL-14-05-RTR

Trident Winery - CDD Approval

Trident Winery - H&EMD Approval

Trident Winery - Gila County Planner Approval

Trident Winery Application



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

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

1. City or Town of:	. NA	Liquor License A	application #:	19043001
(Circle one) 2. County of:	Gila	City/Town/Cou	nty#:	(Arizona application #)
	nt will operate within an "ente MA	_	NA	§ 4-207(D)(2),
4. The Board of Governing (Governing (Month)) for a license to sell spiritu	ertainment district must be attached by the visors at a abody) ROM considered the apout a growth and considered the apout at the premises described by the considered the apout at the premises described by the considered the apout at the premises described by the considered the apout at the premises described by the considered the apout at the premises described by the considered the apout at the premises described by the considered the apout at the premises described by the considered the apout at the premises described by the considered the apout at the apout at the premises described by the considered the apout at the apout	Regular or special) oplication of	(Arizona liqu	d on the
	RDERED that the license APPLIC		(Name of application, is h	S JT. licanf) hereby recommended
	TRANSMIS ERED that a certified copy of of Liquor, License Division, 80 d at((Location)	00 W Washington, 5th Flo	ly transmitted to	
Printed nam	ne of city, town or county clerk)	_	(Signature of city, tow	n or county clerk)



INTEROFFICE MEMORANDUM

DATE:

March 29, 2017

TO:

Scott Buzan, Chief Building Official

Community Development Division

FROM:

Melissa Henderson, Deputy Clerk of the Board

SUBJECT: Remote Tasting Room Application for Trident Winery - Series 19

Ray Stephens has applied to the Arizona Department of Liquor Licenses and Control (DLLC) for a Remote Tasting Room application in Pine, Arizona, for Trident Winery. Please review the application to verify that the location is not within 300 feet of a church or school building.

A memo dated March 20, 2017, is attached to show that the proposed location has been approved by Gould, Planner, for zoning purposes.

Please sign and email this memo to Melissa Henderson, Deputy Clerk, by no later than Monday, April 10th, if the proposed location is in compliance. If it is not, please indicate below the reason it is not in compliance.

Approved



INTEROFFICE MEMORANDUM

DATE: March 29, 2017

TO: Michael O'Driscoll

Health and Emergency Management Division Director

FROM: Melissa Henderson, Deputy Clerk of the Board ma

SUBJECT: Liquor License Application for Trident Winery - Series 19

Ray Stephens has applied to the Arizona Department of Liquor Licenses and Control (DLLC) for a Remote Tasting Room application in Pine, Arizona, for Trident Winery. Please review the application to verify that there no pending issues with your department.

Please sign and email this memo to Melissa Henderson, Deputy Clerk, by no later than Monday, April 10th, if you don't have any issues with the location of the proposed remote tasting room.

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

NO O	ose, to favorable action on this	119,005
Signed:	Michael aliverell	
	4/5/17	

745 N. Rose Mofford Way Globe, Arizona 85501 (928) 402-4224 FAX (928) 425-0829



17 MAR 27 Ligr. Lic. AM 9:24

608 E. Hwy 260 Payson, Arizona 85541 (928) 474-9276 FAX (928) 474-0802

GILA COUNTY COMMUNITY DEVELOPMENT

Scott Buzan, Acting Community Development Division Director

Date: March 20, 2017

Applicant: Ray Stephens (Renter)

Terry Gorton (Owner)

Re: Development Plan Review to ensure compliance with all applicable zoning regulations for Gila County; for a wine tasting business, using an existing building located on APN 301-69-182, Portal Pine Creek Canyon, Unit 4, Tract A located at 6373 W. Ruin Hill Loop, in Pine, AZ.

I) Background Information

A. The property in question is zoned C-2. C-2 is a commercial classification, wherein a full range of sales, services, and office uses are permitted.

Taken from our Zoning Ordinance: "Permitted Uses: Establishments serving food or beverages, indoors or out-of-doors, including entertainment and dancing, but excluding drive-in and carry-out services."

- B. Mr. Stephens will be using an existing commercial building that meets our current zoning requirements for setbacks and is in compliance with the height of the structure. The number and size of parking spots are adequate in accordance with our current zoning parking regulations, which is located within our current Zoning Ordinance (Section 103.4).
- C. This property was previously used as a sales office for real estate and also as a full time residence.

II) Conditions

- A. Any new signs or changes to existing signs may require a permit; will need to be reviewed by the building department.
- B. All outdoor lighting for security must meet the 'Dark Sky' ordinance requirements. Outdoor light fixtures will be fully shielded in such a manner, that light rays are directed downward and does not cause glare issues to adjoining properties.

745 N. Rose Mofford Way Globe, Arizona 85501 (928) 402-4224 FAX (928) 425-0829



608 E. Hwy 260 Payson, Arizona 85541 (928) 474-9276 FAX (928) 474-0802

GILA COUNTY COMMUNITY DEVELOPMENT

Scott Buzan, Acting Community Development Division Director

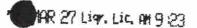
C. Comply with all applicable regulations for these uses, including, but not limited to, floodplain, wastewater, health department, use of the building and ADA compliance may be required to be in place.

III) Conclusion

A. The development plan is approved based on the uses being allowed in C-2 zoning.

Sincerely,

Robert A. Gould Planner, Gila County





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

License	1904300	1
Date Pro	ocessed: 3/27/1	7
CSR:	0	

APPLICATION FOR REMOTE TASTING ROOM

Farm Winery: A.R.S. § 4-205.04(F) • Craft Distillery: A.R.S. § 4-205.10(D)

FINGERPRINT FEE: prices vary, card must be FBI-approved

APPLICATION FEE \$100 • ISSUANCE FEE; full year = \$200/half year = \$150

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

SECTION 1 Ownership:
1. Individual Owner/Agent's Name: Styphens Ray T/ (must concurrently own a series 13, 18, 2W or 2D) Last First Middle B10524
2. Owner Name: Descrive Descrive Partnership, owner
3. Business Name: Tricent winery Tasting Room \$ \$105849. (Exactly as it appears on the exterior of premises)
4. Business Location Address: 6373 Ruin Hill Loop Fine Az 85544 Gila. (Do not use PO Box) Street City State Zip County
5. Mailing Address: 10 box 14/6/ Pihe Az 85544-14/6/ (All correspondence will be mailed to this address) Street City State Zip
6.a. Business Phone: 928-642-0618 6.b. Daytime Phone: 928 642 0618
7.a. Arizona Liquor License #: 13 04 3003 7.b. Email Address: A2 Hun 47@ Yakoo com (Must be a series 13, 18, 2W or 2D license)
SECTION 2 All questions must be answered:
SECTION 2 All questions must be answered: Yes No 1. I verify that the attached diagram of the remote tasting room includes all exits, entrances, square footage, liquor storage and service areas. [farm winery: A.R.S. §4-205.04(F), craft distillery A.R.S. §4-205.10(D)]
Yes No 1. I verify that the attached diagram of the remote tasting room includes all exits, entrances, square
Yes No 1. I verify that the attached diagram of the remote tasting room includes all exits, entrances, square footage, liquor storage and service areas. [farm winery: A.R.S. §4-205.04(F), craft distillery A.R.S. §4-205.10(D)] Yes No 2. I verify that the location of the remote tasting room is within the incorporated limits of the city/town
Yes No 1. I verify that the attached diagram of the remote tasting room includes all exits, entrances, square footage, liquor storage and service areas. [farm winery: A.R.S. §4-205.04(F), craft distillery A.R.S. §4-205.10(D)] Yes No 2. I verify that the location of the remote tasting room is within the incorporated limits of the city/town named in Section 1, question # 4. Yes No 3. I verify that the location of this remote tasting room is not within 300 feet of a church or

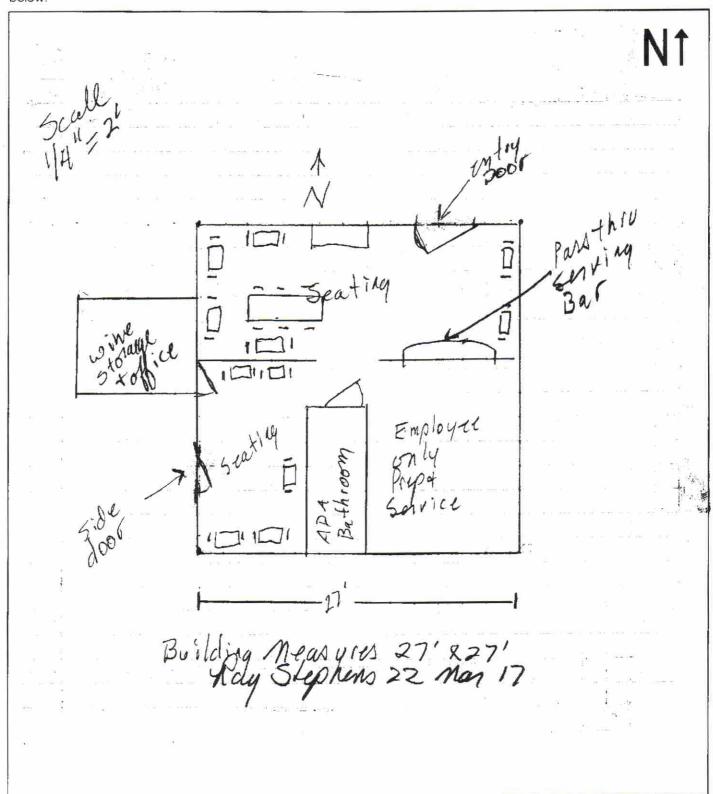
SECTION 2 - (continued) all questions must be answered:
Yes No 5. I have assigned a manager to oversee the day-to-day operations at the location identified in Section 1 above. The following documents are attached to this application:
Yes No - manager's valid Title 4 (Arizona liquor law) training Certificate of Completion, Yes No - manager's completed questionnaire Yes No - manager's fingerprint card and fee [A.R.S. §4-202(C)]
Yes No 6. I have read and am familiar with Arizona liquor laws and my responsibilities as they relate to operating a remote tasting room. [farm winery: A.R.S. §4-205.04, craft distillery A.R.S. §4-205.10]
Yes No 7. I verify that this remote tasting room will not be used for storage of in-bond product. This premise is for retail sales only.
Yes No 8. I understand that the renewal application and fees for this license will be due at the same time as the license identified in Section 1, question # 7.a
Yes No 9. I understand annual reporting to the Arizona Department of Liquor is required for the total sales from liquor produced at a location other than the license identified in Section 1, question # 7.a [farm winery: A.R.S. §4-205.04(C)(5), craft distillery A.R.S. §4-205.10(D)(1)]
SECTION 3 For out-of-state applicants only: 1a. Federal ATF Permit #: 1b. State License #: (series 2D or 2W license series only)

IMPORTANT NOTE TO APPLICANT: Only complete applications will be processed. A complete application includes approval from the Board of Supervisors, City Council or Designate of the city, town or municipality named in Section 1, question #4. Include and all required documents when submitting your application. The local government's recommendation is binding on the Department of Liquor.

[farm winery: A.R.S. § 4-205.04(F)(2)(B), craft distillery A.R.S. § 4-205.10(D)(2)(b)]

SECTION 4 Diagram of Premises:

In this diagram, please show only the area where liquor will be sold, served, consumed, dispensed, possessed and/or stored. It must show all entrances, exits, interior walls, bar areas and bar stools, hi-tops, dining tables and chairs, kitchen, dance floor, stage, game rooms, restrooms, etc. Do no include parking lots, living quarters. If a legible copy of a rendering or drawing of your premises is attached to this application, please write the words "diagram attached" in the box provided below.



SECTION 5 Signature, attestation, and notary:

read this application, the contents, and at that a license status, other than "active" on the second result in the immediate suspension of the remote	ttest that all statements are true, series 13, 18, 2W or 2D license de	correct and complete. I acknowledge
	1 Euf (signature	of applicant
	NOTARY	
State of Avizuma County of God State My commission expires on 62-19-18	unty MAN	March 2017 month year
	signature of NOTARY PUBLIC	NICHOLAS B. GONZAL
For I	Local Government Use Only	GILA COUNTY
For this remote tasting room application, the lo		iness will operate recommends:
☐ APPROVAL ☐ DIS	APPROVAL NO RECOM	MENDATION
printed name	Date:	
Authorized Signature	Title	Agency
Direct daytime phone #:	Direct email address:	
w.	05.04(F)(2)(B), craft distillery A.R.S. §4-2	ľ
For De	epartment of Liquor Use Only	
Date payment received:	CSR Name:	
☐ Application Fee ☐ Site	Inspection Fee Fingerprint Fe	e 🗆 Issuance Fee
Investigating Officer:	Date of Inspec	tion:
Investigation Approval Disapproval	Director's signal	ture, disapproval only
Pending application review by:	Date:	., .
	ot issue license	

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

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

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

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

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

from Roy Stephens

Date: February 9, 2015

To: Ray Stephens-Urban Survival LLC DBA Trident Winery

From: Margie Chapman

Code Enforcement Supervisor & Zoning Assistant for Robert Gould

RE: Development Plan Review for a proposed wine tasting room and sale of wine in parcel 301-21-046, located at 6261 Hardscrabble Mesa Rd in Pine, Arizona.

Applicant: Ray Stephens

Property Owner: Hardscrabble LLC

Request: Wine tasting room and sale of wine

l) Background Information

A. The property in question is zoned TR. TR is a Transitional Residential zoning with the following purpose and intent:

Intent and Purpose:

a. To provide a degree of flexibility in land use in transitional areas where a mixture of residential and light commercial uses will be beneficial.

b. To allow for certain mixed-use developments subject to an approved site plan, provided such developments shall be in harmony with, and will result in a minimum disruption to, surrounding uses.

- To create transitional zones to serve as buffers between residential districts and commercial or industrial districts.
- B. The description of the space & use: The building will be approximately 720 square feet. There is to be no "seating" as per Arizona Liquor Law, so the attendees will be required to stand at Bistro tables to sample and purchase their wine or at the wine bar. As per the applicant, cheese trays may be sold, if they acquire health department approval.
- C. This property is presently used as a Real Estate Office named "Pine Wild West Realty". The realty company will be moving out in March 2015 and the wine tasting will begin. As per the applicant, it will run by appointment and very little chance in the applicant's opinion that more than three vehicles would be parked on site, at any given time. Two employees will be present, if there were a great deal of appointments in any one given day. As per the building official, the applicant can

only have ten customers and two attendants in the building at one time or twelve individuals total.

- D. Any new signs or changes to existing signs may require a permit; check with the Building Department.
- E. All outdoor lighting for security must meet the 'dark sky' ordinance requirements. Outdoor light fixtures will be fully shielded in such a manner that light is directed downward and does not cause glare issues to adjoining properties.

Applicable Requirements

Comply with all applicable regulations for these uses, including, but not limited to, Floodplain, Fire Department, Wastewater, Health Department and Building requirements (includes ADA).

Zoning requirements as listed under Transitional Residential (TR) Zoning District of the Gila County Zoning Ordinance must be complied with.

III) Conclusion

The development plan is approved based on the uses being allowed in TR zoning.

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 04/18/2017

<u>Submitted By:</u> Melissa Henderson, Deputy Clerk Department: Clerk of the Board of Supervisors

<u>Information</u>

Request/Subject

Mi Familia Mexican Food Application for a Temporary Extension of Premises/Patio Permit.

Background Information

Any establishment that has been issued a liquor license must submit an Application for Extension of Premises/Patio Permit to the local governing body of the city, town or county where the establishment is located. The application can be submitted to temporarily or permanently extend the premises/patio where serving liquor is permitted by the Arizona Department of Liquor Licenses and Control (DLLC). The local governing body usually has established internal procedures for review and approval of the application. The DLLC has final approval of all recommendations submitted by the local governing body.

James Martin Escobar has submitted an application to temporarily extend the premises/patio of the Mi Familia Mexican Food for an event to be held on May 5th and the 6th, 2017. Mi Familia Mexican Food is located in Pine, Arizona.

Evaluation

The application has been reviewed by the Clerk of the Board of Supervisors Department, and Community Development Division Chief Building Official, Scott Buzan, who is familiar with the premises, and there are no objections with regard to this application.

<u>Conclusion</u>

The application is ready to be presented to the Board of Supervisors for a decision. The Board's recommendation will then be sent to the DLLC for a final decision.

Recommendation

It is recommended that the Board of Supervisors issue an approval recommendation to the DLLC.

Suggested Motion

Approval of an Application for Extension of Premises/Patio Permit submitted by James Martin Escobar to temporarily extend the premises where liquor is permitted to be served at the Mi Familia Mexican Food, located in Pine, at an event to be held on May 5-6, 2017.

Attachments

<u>Community Approval - Mi Familia</u> <u>Mi Familia Application</u>



INTEROFFICE MEMORANDUM

DATE:

April 3, 2017

TO:

Scott Buzan, Community Development Division

FROM:

Melissa Henderson, Deputy Clerk of the Board of Supervisors

SUBJECT:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by James Martin Escobar to temporarily extend the liquor license service area May 5th and 6th, 2017 at the Mi Familia Mexican Food located in Pine, Arizona.

A.R.S. §4-207.01 (B) states, "No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee's license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises, including the addition of a drive-through or other physical feature to the licensed premises that allows a customer to purchase spirituous liquor without leaving the customer's vehicle, and shall have secured the written approval by the director. This subsection shall apply to any person to person transfer of the licensed premises. Until January 1, 2015, the director may charge a fee for review of floor plans and diagrams submitted by a licensee pursuant to this section."

I have attached a copy of the application which includes a floor plan of the licensed premises and requested extended areas. Please indicate (below) if this request meets with your approval, and return this memorandum to me. Thank you.

PLEASE CIRCLE YOUR APPROVAL OR DISA	PPROVAL, SIC	GN AND DATE.	******
THIS ESTABLISHMENT DOES / DOES NOT REQUIREMENTS FOR A TEMPORARY EXT			
Community Development Division:	Date:	of mound	VE COUNT of A DORMIT
Scott Buzas, Chief Building Official	4-	6-17	SOU STALHOD

4/6/17

Extension of Premises/Patio Permit - Mi Familia Mexican Food - Pine AZ

Mr. Escobar has been informed that he is required to obtain a Temporary Use Permit from Gila County and a permit from the Pine Strawberry Fire Department prior to May 5, 2017.

A Temporary Use Permit application was emailed to Mr. Escobar on 4/6/17.

Scott Buzan 28 Community Development



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

DLLC	USE	ONLY
CSR:		
Log #:		

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

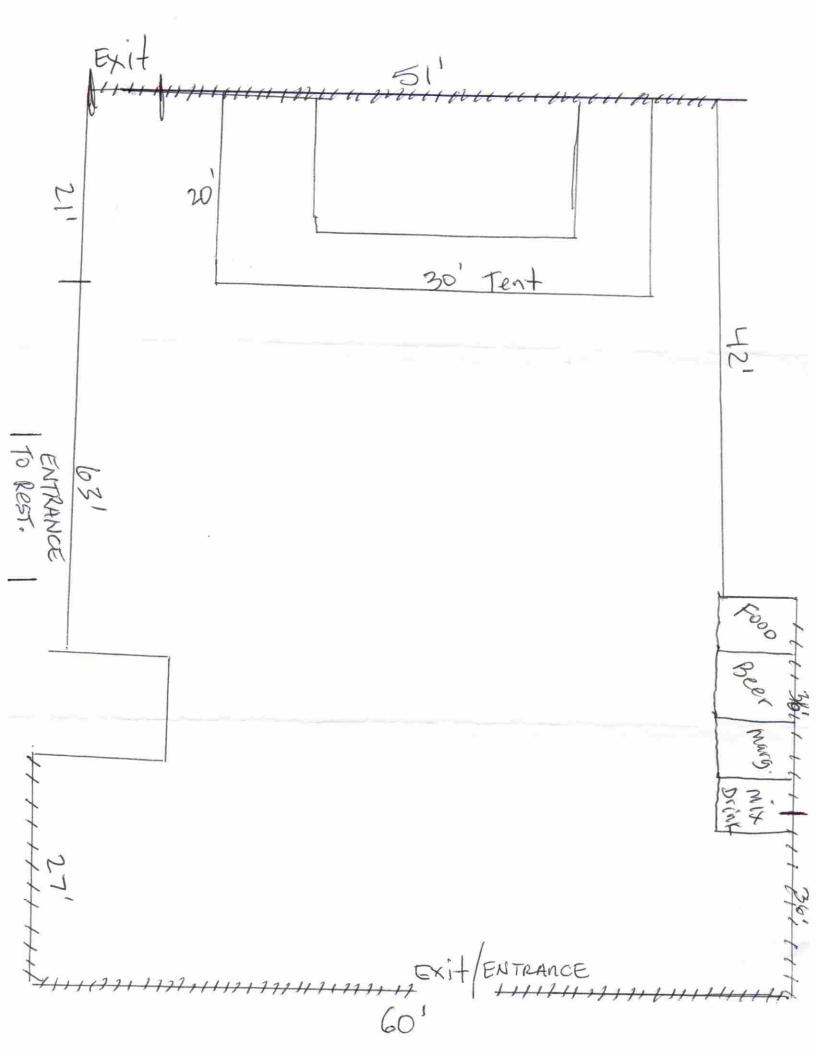
OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

Notice: Allow 30-45 days to process permanent change of premise

	Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for ch	nange:
X	Temporary change (No Fee) for date(s) of: 5,5,17 through 5,6,17 list specific purpose for CINCO De Mayo Celebration	or change:
1. Lic	censee's Name: ESCOPOR TAMES Martin License#:_	
2. M	Mailing address: 5722 W. LEIBER Place Glendale Arizons	25310
3. Bu	usiness Name: MIFAMILIA MEXICAN FOOD 3	Zip Code
4. Bu	usiness Address: 3885 HWY 87 PINE AZ 8	5544
5. Em	mail Address: TESCOBAR 770 Hofmail. com	Zip Code
6. Bu	usiness Phone Number: 928-476-6478 Contact Phone Number: 602-622	-1467
	extension of premises/patio complete? N/A Yes No If no, what is your estimated completion date?//	
	you understand Arizona Liquor Laws and Regulations? Yes No	×
_	pes this extension bring your premises within 300 feet of a church or school? Yes No	
1	ave you received approved Liquor Law Training? Yes No	
11. Wh	nat security precautions will be taken to prevent liquor violations in the extended area? 6464	Fencing,

12. <u>IMPORTANT:</u> Attach the revised floor plan, clearly depicting your licensed premise along with the new extended area outlined in black marker or ink, <u>if the extended area is not outlined and marked "extension" we cannot accept the application.</u>

Barrier Exemption: an excerequested. Barrier exemption in the second sec	ons are granted based o	ent of barriers surrounding a pation on public safety, pedestrian traffi n:	o/outdoor serving area may be c, and other factors unique to a
Approval Disapproval by [)LLC:		Date://
	N	lotary	
1 -2 1		•	
1, (Print Full Name) AMES Nant	MICCORDO hore	aby declare that I am a CONTROLL	INC PERSON / ACENT filing this
notification. I have read this docume	nt and the contents and	all statements are true correct an	d complete
	in direction contents direct	A	a complete.
X (Signature) facul Erl	u	State of ATAS 2 . 200 a	Countries MANIA SERVE
Controlling Person / Age	ent	State of M. 2019	ent was acknowledged before me this
(this de Monte age a belove the Mis
j.		29 h	March 2017
S/h	17/2010	Day	Month Year
My commission expires on:	5/2019	-0	TOTAL OF TOTAL
/	BRIAN R	BACON	
	Notary Public - S MARICOPA	State of Arizona	
	My Commiss	ion Evolene	ture of NOTARY PUBLIC
	August 2	5, 2019	
West of the Control o			
GOVERNING BOARD			
After accordation and RECORT and			
After completion, and BEFORE sub	mitting to the Departme	ent of Liquor, please take this a	pplication to your local Board
of Supervisors, City Council or D Department of Liquor.	esignate for their reco	mmendation. This recommend	dation is not binding on the
Department of Equal.			
	☐ Approval	☐ Disapproval	
	//p/p// di	_ Disapproval	
Authorized Signature	Title	Agency	Date
NIC USE ONLY			
OLLC USE ONLY			
LLC USE ONLY			
	A		
Investigation Recommendation:	Approval 🗖 Disapprove	by:	Date://
	Approval 🗆 Disapprove	by:	Date:/



ARF-4276 Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 04/18/2017
Submitted For: 04/18/2017
Malissa Buzan

<u>Submitted By:</u> Allison Torres, Case Manager

<u>Department:</u> Community Services

<u>Division:</u> Comm. Action Program/Housing Servs.

<u>Fiscal Year:</u> 2016-2017 <u>Budgeted?:</u> Yes <u>Contract Dates</u> July 1, 2016 - June 30, 2017 <u>Grant?:</u> Yes

Begin & End:

Matching No <u>Fund?:</u> Replacement

Requirement?:

Information

Request/Subject

Amendment No. 3 to Funding Agreement No. 203-16 with the Arizona Department of Housing (ADOH) for the Weatherization Assistance Program.

Background Information

The Gila County Board of Supervisors approved Funding Agreement No. 203-16 on July 5, 2016.

The Gila County Board of Supervisors approved Amendment No. 1 on August 15, 2016.

The Gila County Board of Supervisors approved Amendment No. 2 on January 10, 2017.

Evaluation

Funding Agreement No. 203-16 has been amended to include a decrease in Department of Energy (DOE) Administrative Funding from \$3,474 to \$974; a decrease in DOE Program Operations Funding from \$28,339 to \$1,339; and a decrease in DOE Health and Safety Funding from \$5,001 to \$1 for a total DOE funding decrease of \$34,500.

The Request for Payment form is amended to include a decrease in DOE Administrative Funding from \$3,474 to \$974; a decrease in DOE Program Operations Funding from \$28,339 to \$1,339; and a decrease in DOE Health and Safety Funding from \$5,001 to \$1 for a total DOE budget of \$9,047.

Conclusion

By the Board of Supervisors approving Amendment No. 3 to Funding Agreement No. 203-16, the Budget will decrease for Department of Energy (DOE) Administrative Funding, DOE Program Operations Funding, and DOE Health and Safety Funding; the Request for Payment form will include a decrease in DOE Program Operations Funding, and DOE Health and Safety Funding.

Recommendation

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

Suggested Motion

Approval of Amendment No. 3 to Funding Agreement No. 203-16 between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Services, to amend the Budget and Request for Payment pages whereby funding from the Department of Energy has been decreased by a total amount of \$34,500.

<u>Attachments</u>

Amendment No. 3 to Agreement No. 203-16

Amendment No. 2 to Agreement No. 203-16

Amendment No. 1 to Agreement No. 203-16

Agreement No. 203-16

Contract No.:

203-16

Termination Date: June 30, 2017

Amendment No.: 3

AMENDMENT TO A
FUNDING AGREEMENT
Between
ARIZONA DEPARTMENT OF HOUSING
and
GILA COUNTY

This **Agreement** is made and entered into by and between the **Arizona Department of Housing** (ADOH), and Gila County (Recipient).

RECITALS

- 1) **ADOH** and **Recipient** have entered into a Contract, stipulating to an award through the State Housing Fund Program or Community Development Block Grant Programs by **ADOH** to **Recipient** for the purpose as outlined in the above referenced Funding Agreement; and
- 2) A revision to said Agreement is necessary; and
- 3) ADOH and Recipient agree that the revision is in the best interest of all parties, including beneficiary low-income households; ADOH and Recipient hereby agree to amend the subject agreement as follows:

AGREEMENT

The agreement incorporates the Recital paragraphs set forth above.

The Following Attachments are amended and attached hereto:

C. Budget

The Budget is amended to include a decrease in DOE Administrative Funding from \$3,474 to \$974; a decrease in DOE Program Operations funding from \$28,339 to \$1,339; and a decrease in DOE Health and Safety funding from \$5,001 to \$1 for a total DOE funding decrease of \$34,500.

D. Request for Payment

The Request for Payment form is amended to include a decrease in DOE Administrative Funding from \$3,474 to \$974; a decrease in DOE Program Operations funding from \$28,339 to \$1,339; and a decrease in DOE Health and Safety funding from \$5,001 to \$1 for a total DOE budget of \$9,047.

Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

Manager's Approval:

In Witness Whereof, ADOH and Recipient have executed this Amendment that shall become effective when signed by ADOH.

NA, NT OF HOUSING	Gila Cor RECIPII	
	BY:	
lichael Trailor	*	Tommie C. Martin
irector	TITLE:	Chairman, Board of Supervisors
	DATE:	
	NT OF HOUSING Iichael Trailor	NT OF HOUSING RECIPIT BY: Iichael Trailor irector TITLE:



WEATHERIZATION

REVISION 3 Attachment C

Budget						
Recipient Gila County	nty				Date	
Contract No./File No. 203-16	Contract Period: from 7/1/2016 to 6/30/2017	m 7/1/2016 to 6/30/2	2017		Revision No.	
Activity Weatheri	Activity Weatherization Assistance Program	gram				
Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200	Community Services	- 5515 S. Apache A	ve., Suite 200		City	City Globe
Contact Person Dana True	rue				Zip Code 85501	85501
Phone 928-402- 8653	8653	Email	dtrue@gilacountyaz.gov	untyaz.gov	Fax	928-425-9468
Program Specialist Trisha Ekenberg	enberg	Email	Email trisha.ekenberg@azhousing.gov	@azhousing.gov	County Gila	Gila
а	2	р	Э	J	аá	Ч
Budget Line Item or	DOE	LIHEAP	SWG	Source	Source	GRANT TOTAL
Activity No.	FY2016	FY2016	FY2017	Program Year	Program Year	ALL SOURCES
Administration Costs	\$ 974.00					
Training & Technical Assistance	\$ 6,733.00					
Program Operations	\$ 1,339.00					
Health and Safety	\$ 1.00					
Financial Audit	- \$					
Liability Insurance	-					
LIHEAP Administration		\$ 5,309.00				
LIHEAP Training/TA		\$ 940.00				
LIHEAP Program Operations		\$ 111,206.00				
SWG Administration			\$ 2,468.00			
SWG Program Operations			1			
SWG Health and Safety			\$ 6,171.00			
Total	\$9,047.00	\$117,455.00	\$27,150.00			\$153,652.00

REV. 5-2016



Attachment D

REVISION 3

WEATHERIZATION

974.00 1.00153,652.00 1,339.00 5,309.00 18,511.00 6,171.00 6,733.00 940.00 11,206.00 2,468.00 Š Fax 928-425-9468 Balance New Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried Yes City Globe ZIP 85501 ADOH Program Administrator Appr Date County Gila out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary. S € 8 €. 8 8 S Date Direct Wire Dep Pay Req. No/Mo Amount of this Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup Request ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2 153,652.00 1.00 974.00 6,733.00 1,339.00 5,309.00 940.00 11,206.00 2,468.00 18,511.00 6,171.00 Email trisha.ekenberg@azhousing.gov Balance in Account Email dtrue@gilacountyaz.gov Contract Period: from 7/1/2016 to 6/30/2017 3 S For ADOH Use Total Amount Req. to Date Only Title 49 Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200 27,150.00 18,511.00 6,171.00 2,468.00 FY2017 SWG Not Current ರ Date Date documentation. ORIGINAL SIGNATURES are required for processing. 940.00 117,455.00 111,206.00 5,309.00 LIHEAP FY2016 Activity Weatherization Assistance Program 8 1.00 9,047.00 974.00 6,733.00 1,339.00 FY2016 DOE Current Program Specialist Trisha Ekenberg Phone 928-402-8653 Contact Person Dana True \$ 69 Recipient Gila County \$ 8 8 ADOH Program Specialist Approval ASAP No. Contract No 203-16 Recipient Authorized Signature N/A N/A N/A N/A Performance Reports). LIHEAP Program Ops 8. LIHEAP Training/TA 4. DOE Health & Safety 1. DOE Administration 5. DOE Financial Audit Budget Line Item or 11. SWG Program Ops. 2. SWG Health/Safety 2. DOE Training & TA 3. DOE Program Ops 6. DOE Liability Ins . LIHEAP Admin. Activity No. 0. SWG Admin. **Total**

Contract No.:

203-16

Termination Date: June 30, 2017

Amendment No.: 2

AMENDMENT TO A **FUNDING AGREEMENT** Between ARIZONA DEPARTMENT OF HOUSING

and

Gila County

This Agreement is made and entered into by and between the Arizona Department of Housing (ADOH), and the Gila County (Recipient).

RECITALS

- 1) ADOH and Recipient have entered into a Contract, stipulating to an award through the State Weatherization Assistance Program by ADOH to Recipient for the purpose as outlined in the above referenced Funding Agreement; and
- 2) A revision to said Agreement is necessary; and
- 3) ADOH and Recipient agree that the revision is in the best interest of all parties, including beneficiary low-income households; ADOH and Recipient hereby agree to amend the subject agreement as follows:

AGREEMENT

The agreement incorporates the Recital paragraphs set forth above.

The Following Attachments are amended and attached hereto:

Scope of Work

The Scope of Work has been amended at Section F.a. to increase the number of required DOE units from five (5) to six (6) and at Section F.b. to increase the number of required LIHEAP units from thirteen (13) to seventeen (17).

B. Performance Report Schedule of Completion

The Performance Report-Schedule of Completion has been amended to include the additional DOE and LIHEAP completed units per the revised Scope of Work.

Budget

The Budget has been amended to include an increase in the amount of DOE Program Operations from \$20,189 to \$28,339 (Section 19.c.); and Health and Safety from \$3,563 to \$5,001 (Section 20.c.) for a total DOE budget of \$43,547 (Section 29.c.). The Budget has also been amended to include an increase in the amount of LIHEAP Program Operations from \$81,521 to \$111,206 (Section 25.d.) for a total LIHEAP budget of \$117,455 (Section 29.d.)

D Request for Payment

The Request for Payment has been amended to include an increase in the amount of DOE Program Operations from \$20,189 to \$28,339 (Line 3.c.); and Health and Safety from \$3,563 to \$5,001 (Line 4.c.) for a total DOE budget of \$43,547 (Section 28.c.). The Budget has also been amended to include an increase in the amount of LIHEAP Program Operations from \$81,521 to \$111,206 (Line 9.d.) for a total LIHEAP budget of \$117,455 (Section 28.d.).



Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

Manager's Approval: Manager's Approval:

In Witness Whereof, **ADOH** and **Recipient** have executed this Amendment that shall become effective when signed by ADOH.

THE ARIZONA,	GILA C	OUNTY (RECIPIENT)
DEPARTMENT OF HOUSING		
BY: Mupali	BY:	Commie Mah
Michael Trailor		Tommie C. Martin
TITLE: Director	TITLE:	Chairman, Board of Supervisors
DATE: 1-19-17	DATE:	1-10-17

ATTACHMENT A SCOPE OF WORK REVISED 11-16-16

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Department of Energy (DOE), Low Income Home Energy Assistance Program (LIHEAP) and Southwest Gas Utility (SWG) funds and will allow Gila County (recipient) to provide installation/repair of energy efficiency measures to dwellings occupied by low income households in Gila County Arizona outside of Tribal Reservation Land.

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. DOE funds: 200% of Federal Poverty Guidelines as published annually;
 - b. LIHEAP funds: 200% of Federal Poverty Guidelines as published annually; and
 - c. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly;
 - b. Handicapped; and
 - c. Families with children under the age of 5.
- C. DOE, LIHEAP and SWG WAP funding requires adherence to the Arizona Weatherization Assistance Program State Plan (State Plan), Health and Safety Plan (HSD Plan); Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and WAP Memorandum 15-10 Quality Management Plan.
- D. Maximum investment per unit is as follows:
 - a. DOE: Average per unit investment over Program Year 2016 (July 1, 2016 to June 30, 2017) is \$7,105;
 - b. LIHEAP: Average per unit investment over Program Year 2016 (July 1, 2016 to June 30, 2017) is \$7,105; and
 - c. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.
- E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- F. Gila County will be expected to fully expend awarded funds and complete the following number of units for each funding source:
 - a. DOE: 6 completed units passing Quality Control Inspection and ADOH WAP monitoring;
 - b. LIHEAP: 17 completed units passing final inspection and ADOH WAP monitoring; and
 - c. SWG: 8 completed units passing final inspection and ADOH WAP monitoring.



WEATHERIZATION REVISED ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION Page 1 of							
Recipient Gila County			Date				
Contract No 203-16 Contract Period: from 7/1/2016 to 6/30/2	2017		Revision #				
Activity Weatherization Assistance Program			Jan April	July October			
Recipient Address Office of Community Services - 5515 S. Apache Ave	e., Suite 200		City	Globe			
Contact Person Estelle Belarde			Zip Code 85501				
	ebelarde@	gilacountyaz.gov	Fax 928-402-8652				
		rg@azhousing.gov	County Gila				
Indicate adherence to contract or schedule changes. Due by the 15th of Jan	nuary, Apr	il, July, October					
Contract Schedule		Contract Date	Complete Yes/No	Modification Date			
Contract Execution		8/1/2016					
Completion of 1 DOE; 3 LIHEAP; and 2 SWG Units		9/30/2016					
Completion of 2 DOE; 6 LIHEAP; and 4 SWG Units (all numbers cumulative		12/30/2016					
Completion of 4 DOE; 13 LIHEAP; and 6 SWG Units (all numbers cumulative		3/31/2017					
Completion of 6 DOE; 17 LIHEAP; and 6 SWG Units (all numbers cumulative	ve)	6/30/2017					
Project Complete-Contract Close Out		7/31/2017					
Please provide a brief description of activities performed this three month							
changes to plans, unforeseen circumstances, etc. Please be specific. Finally	y, answer q	uestions at narrati	ve section A. throug	h H.			
A. # of DOE units 100% complete & QCI Passed?	E. # of LIH	EAP units under co	onstruction?				
B. # of DOE units complete but need QCI?	F. # of SWC						
C. # of DOE units under construction?	G. # of SW	G. # of SWG units under construction?					
D. # of LIHEAP units 100% complete?	H. # of uni	ts (DOE,LIHEAP,SW	G) out to bid?				
Recipient Authorized Signature Date	Title						



WEATHERIZATION REVISED Attachment C

Rudget							
Budget							
Recipient G			Date				
Contract No./File No. 20				2017		Revision No.	
		ation Assistance Pr					
Recipient Address O			s - 5515 S. Apache A	ve., Suite 200		City	Globe
Contact Person N						Zip Code	85501
Phone 92	28-402-86	552	Email	nmontague@	gilacountyaz.gov	Fax	928-402-8652
Program Specialist Tr	risha Eke	enberg	Email	trisha.ekenbe	rg@azhousing.gov	County	Gila
a		С	d	e	f	g	h
Budget Line Item or		DOE	LIHEAP	SWG	Source	Source	GRANT TOTAL
Activity No.		FY2016	FY2016	FY2017	Program Year	Program Year	ALL SOURCES
Administration Costs		\$ 3,474.00					
Training & Technical Assist	ance	\$ 6,733.00					
Program Operations		\$ 28,339.00					
Health and Safety		\$ 5,001.00					
Financial Audit		\$ -					
Liability Insurance		\$ -					
LIHEAP Administration			\$ 5,309.00				
LIHEAP Training/TA			\$ 940.00				
LIHEAP Program Operation	ns		\$ 111,206.00				
SWG Administration				\$ 2,468.0)		
SWG Program Operations				\$ 18,511.0			
SWG Health and Safety			WERE THE RESIDENCE	\$ 6,171.0			
Total		\$43,547.00	\$117,455.00				\$188,152.00

REV. 5-2016



WEATHERIZATION REVISED Attachment D

WEITHERIZATION											KLAIOLD	Att	acimie	in D
ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2														
	t Gila County						Date							
Contract No	203-16					Cor	ntract Period:	from 7/1/2016 to	6/30	/2017	Pay Req. No/Mo			
			on Assistance								Direct Wire Dep	,	Yes	No
Recipient Address	Office of	Com	nmunity Serv	ices	- 5515 S. Apa	che.	Ave., Suite 20	00			City	Glob	e	
Contact Person			ue								ZIP	8550	1	
	928-402-8						Email	nmontague@gila	cour	ntyaz.gov	Fax	928-	402-865	2
Program Specialist								trisha.ekenberg@azhousing.gov			County Gila			
Itemized Payment Staten	nent (She	et 2	of 2) must ac	com	pany this for	m.	Include copi	es of invoices, cas	shed	checks, and	other backup			
documentation. ORIGIN	AL SIGN	ATL	JRES are req	uire	d for process	ing.								
a	b		С		d		d	e		f	g		h	
Budget Line Item or	ASAP		DOE		LIHEAP		SWG	Total Amount		alance in	Amount of this		New	
Activity No.	No.		FY2016		FY2016		FY2017	Req. to Date		Account	Request		Balan	
1. DOE Administration		\$	3,474.00						\$	3,474.00		\$		3,474.00
2. DOE Training & TA		\$	6,733.00						\$	6,733.00		\$		5,733.00
3. DOE Program Ops		\$	28,339.00						\$	28,339.00		\$		8,339.00
4. DOE Health & Safety		\$	5,001.00						\$	5,001.00		\$	į	5,001.00
5. DOE Financial Audit		\$	-						\$	-		\$		-
6. DOE Liability Ins		\$	-	NAME OF STREET					\$	-		\$		-
7. LIHEAP Admin.	N/A			\$	5,309.00				\$	5,309.00		\$		5,309.00
	N/A			\$	940.00				\$	940.00		\$		940.00
9. LIHEAP Program Ops				\$	111,206.00	and o			\$	111,206.00		\$		1,206.00
10. SWG Admin.	N/A					\$	2,468.00		\$	2,468.00		\$		2,468.00
11. SWG Program Ops.	N/A	Na P				\$	18,511.00		\$	18,511.00		\$	18	8,511.00
12. SWG Health/Safety	N/A					\$	6,171.00		\$	6,171.00		\$		6,171.00
Total		\$	43,547.00	\$	117,455.00	\$	27,150.00	\$ -	\$	188,152.00	\$ -	\$	188	8,152.00
Recipient Authorized Sign						Dat		Title						
Recipient Authorized Sig	gnatory ce	rtifi	es that all ac	tivit	ies undertak	en b	y the contrac	tor with funds p	rovi	ded under th	is contract have l	been	carried	
out in accordance with th				info	rmation if no			mitted. Attach al	tern	ate mailing a	address if necess	ary.		
Performance Reports		Cur	rent 🗌			Not	Current							
								For ADOH Use						
				Only										
ADOH Program Specialist Approval Date					ADC	OH Program A	dministrator Appr	Date						

Contract No.:

203-16

Termination Date: June 30, 2017

Amendment No.: 1

AMENDMENT TO A **FUNDING AGREEMENT**

Between

ARIZONA DEPARTMENT OF HOUSING

and

Gila County

This Agreement is made and entered into by and between the Arizona Department of Housing (ADOH), and the Gila County (Recipient).

RECITALS

- 1) ADOH and Recipient have entered into a Contract, stipulating to an award through the State Weatherization Assistance Program by ADOH to Recipient for the purpose as outlined in the above referenced Funding Agreement; and
- 2) A revision to said Agreement is necessary; and
- 3) ADOH and Recipient agree that the revision is in the best interest of all parties, including beneficiary low-income households; ADOH and Recipient hereby agree to amend the subject agreement as follows:

AGREEMENT

The agreement incorporates the Recital paragraphs set forth above.

The Following Attachments are amended and attached hereto:

A Scope of Work

The Scope of Work has been amended to indicate the change in the LIHEAP income eligibility level to 200% of the federal poverty guidelines and the LIHEAP rolling average per unit expenditure to \$7,105.

Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

In Witness Whereof, ADOH and Recipient have executed this Amendment that shall become effective when signed by ADOH.

THE ARIZONA,	GILA C	OUNTY (RECIPIENT)	
DEPARTMENT OF HOUSING		1/10/	
BY: Muy Maln	BY:	Michael a Carter	_
Michael Trailor		Michael A. Pastor	
TITLE: <u>Director</u>	TITLE:	Chairman, Board of Supervisors	_
DATE: <u>8/27/16</u>	DATE:	8-15-16	_/
•		Managaria Approval	1



ATTACHMENT A SCOPE OF WORK REVISED 6-28-16

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Department of Energy (DOE), Low Income Home Energy Assistance Program (LIHEAP) and Southwest Gas Utility (SWG) funds and will allow Gila County (recipient) to provide installation/repair of energy efficiency measures to dwellings occupied by low income households in Gila County Arizona outside of Tribal Reservation Land.

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. DOE funds: 200% of Federal Poverty Guidelines as published annually;
 - LIHEAP funds: 200% of Federal Poverty Guidelines as published annually; and
 - c. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly;
 - b. Handicapped; and
 - c. Families with children under the age of 5.
- C. DOE, LIHEAP and SWG WAP funding requires adherence to the Arizona Weatherization Assistance Program State Plan (State Plan), Health and Safety Plan (HSD Plan); Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and WAP Memorandum 15-10 Quality Management Plan.
- D. Maximum investment per unit is as follows:
 - a. DOE: Average per unit investment over Program Year 2016 (July 1, 2016 to June 30, 2017) is \$7,105;
 - b. LIHEAP: Average per unit investment over Program Year 2016 (July 1, 2016 to June 30, 2017) is \$7,105; and
 - c. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.
- E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- F. Gila County will be expected to fully expend awarded funds and complete the following number of units for each funding source:
 - a. DOE: 5 completed units passing Quality Control Inspection and ADOH WAP monitoring;
 - b. LIHEAP: 13 completed units passing final inspection and ADOH WAP monitoring; and
 - c. SWG: 8 completed units passing final inspection and ADOH WAP monitoring.

AGREEMENT NO.

203-16

TERMINATION DATE

June 30, 2017

FUNDING AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF HOUSING

AND

Gila County

FOR

WEATHERIZATION ASSISTANCE PROGRAM

This Funding Agreement is made by and between:

Suite 2	280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select able funding source):
	Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("CDBG").
	Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("HOME").
	A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF").
	The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("HOPWA").
	Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("COC").
	Title I of the Housing and Economic Recovery Act of 2008, Section 1131 (Public Law 110-89). (National Housing Trust Fund) ("NHTF").
\boxtimes	Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("DOE WAP").
\boxtimes	Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("LIHEAP WAP").
\boxtimes	Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").

and

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FUNDING AGREEMENT with ARIZONA DEPARTMENT OF HOUSING

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GILA COUNTY (Entity)

An Arizona County ("Recipient") DUNS #02-407-1339, located at

Office of Community Services, 5515 S. Apache Ave., Suite 200.

Street

Globe, Arizona 85501
City State Zip

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$148,879.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

	CDBG, <u>CFDA # 14.228</u> Federal Fiscal Year
	HOME, <u>CFDA # 14.239</u> Federal Fiscal Year \$
	HTF State Fiscal Year \$
	HOPWA, CFDA # 14,241 Federal Fiscal Year \$
	COC, <u>CFDA # 14.267</u> Federal Fiscal Year \$
	NHTF, <u>CFDA # 14.275</u>
\boxtimes	DOE WAP, <u>CFDA # 81.042</u> Federal Fiscal Year 2016 \$33,959.00

LIHEAP WAP, CFDA # 93.658
Federal Fiscal Year 2016
\$87,770.00

SWG WAP
State Fiscal Year 2017
\$27,150.00

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in Section 1 for the completion of this Agreement as indicated in the *Budget* attached hereto as **Attachment** C. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

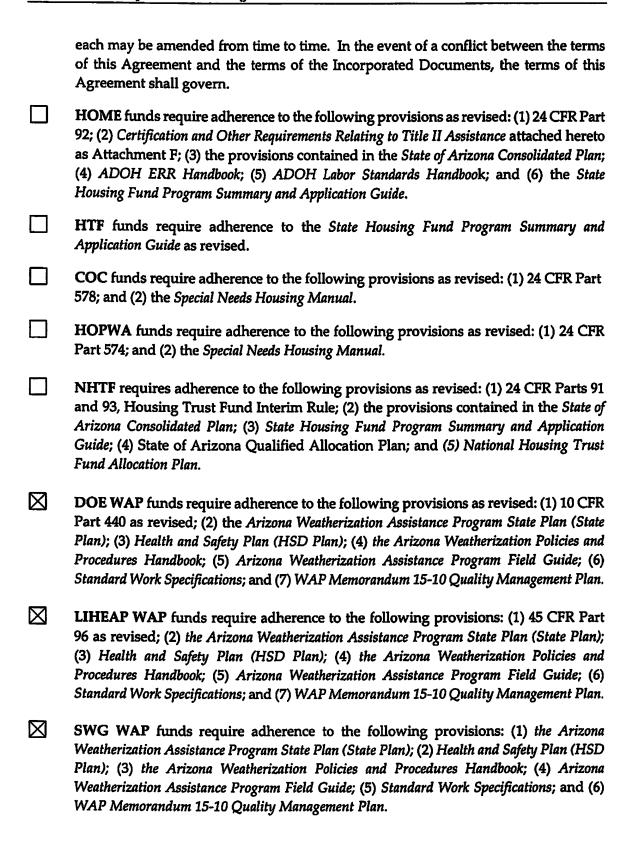
Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JUNE 30, 2017 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as Attachment G, Authorizing Resolution(s) and any Special Conditions of the Agreement attached hereto as Attachment E.

CDBG funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) Certification and Other Requirements Relating to Title I Assistance attached hereto as Attachment F; (3) the provisions contained in the State of Arizona Consolidated Plan; (4) ADOH ERR Handbook; (5) ADOH Labor Standards Handbook; (6) CDBG Application Handbook; (7) CDBG Grant Administration Handbook; and (8) CDBG Procurement, Contracts and Acquisition Handbook (collectively "the Incorporated Documents") as



Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;
- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

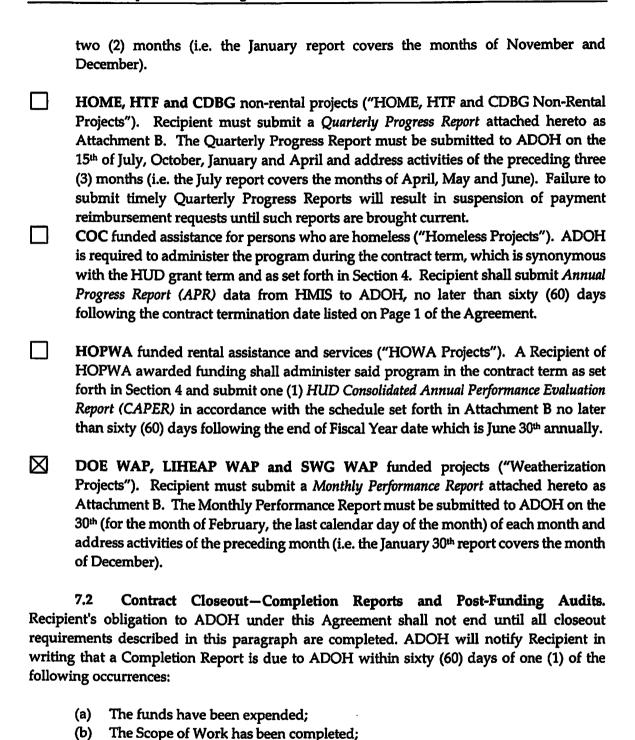
ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1	Performance Report. Recipient agrees to submit the ADOH Performance Report
respective o	f the types of projects indicated below and attached as Attachment B.

Ш	HOME, NHTF or HTF funded rental development projects ("Rental Projects").
	Recipient must submit a Bimonthly Performance Report attached hereto as Attachment
	B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January,
	March, May, July, September and November and address activities of the preceding



The Completion Report shall contain the information identified in the notice.

The contract period set forth in this Agreement has expired; or

(d) The Agreement has been otherwise terminated.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

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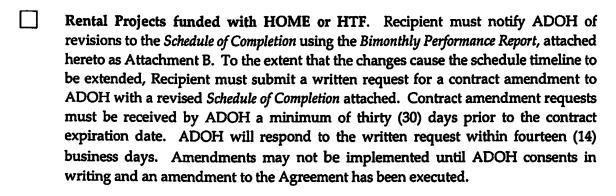
(c)

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.



- Non-Rental Projects funded with HOME, HTF and CDBG. Recipient must notify ADOH of revisions to the Schedule of Completion using the Quarterly Performance Report, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Homeless Projects funded with COC. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion and Performance Report attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Weatherization. Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and

CDBG Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the Budget require a contract amendment:

 (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
 (b) Additional funding sources are added to the Project;
 (c) Recipient is requesting a change to the grant terms.

 HOME, NHTF and HTF Revisions to the Budget. Recipient must obtain prior written

- approval from ADOH to move funds from one Budget Activity Line Item to another.

 ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the Budget require a contract amendment:
 - (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
 - (b) Recipient is requesting a change to the loan terms.
- WEATHERIZATION Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with

the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using federal assistance
 (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.
- WEATHERIZATION (DOE WAP, LIHEAP WAP). DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

CDBG. If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and

outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH Request for Payment form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within thirty (30) days of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

- 15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.
- 15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.
- 15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.
- 15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.
- 15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of noncompliance by ADOH.

Section 16. REVERSION OF ASSETS

- 16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.
- 16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).
- 16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.
- 16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the Scope of Work (Attachment A) or fails to expend any funds in accordance with the Budget (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

- 22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:
 - (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
 - (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;

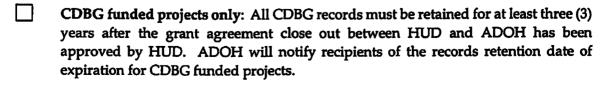
- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.
- **22.2 Appealable Agency Action.** Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.
- 22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.
- 22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.



WEATHERIZATION projects only: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been

approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002. (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; see Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the

federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

MALISSA BUZAN

Entity

GILA COUNTY

Attention (if applicable)

OFFICE OF COMMUNITY SERVICES, 5515 S. APACHE AVE., SUITE 200

Mailing Address

GLOBE, ARIZONA 85501

City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with <u>socialserve.com</u> and keep the project listed with <u>socialserve.com</u> for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

	ATE OF ARIZONA,	Gila Co					
ARIZON	NA DEPARTMENT OF HOUSING	RECIPI	ENT				
BY:		BY: _//	Milley li Pastro				
	Michael Trailor		Michael A. Pastor				
TITLE:	Director	TITLE:	Chairman, Board of Supervisors				
DATE:_		DATE:	July 5, 2016				
			,				
		Approve	d as to form:				
			Α,				
		By: refferontales					
		J	efferson R. Dalton				
		Ε	Deputy Gila County Attorney,				
		TITLE: C	Civil Bureau Chief				
		D.A.EE	July 5 2016				
		DATE					

ATTACHMENT A SCOPE OF WORK

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Department of Energy (DOE), Low Income Home Energy Assistance Program (LIHEAP) and Southwest Gas Utility (SWG) funds and will allow Gila County (recipient) to provide installation/repair of energy efficiency measures to dwellings occupied by low income households in Gila County Arizona outside of Tribal Reservation Land.

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. DOE funds: 200% of Federal Poverty Guidelines as published annually;
 - b. LIHEAP funds:
 - ➤ for households of 6 persons or less 60% of State Median Income as published annually;
 - ➤ for households of 7 persons or more 150% of Federal Poverty Guidelines as published annually; and
 - c. SWG funds (restricted to SWG Customers only): 150% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly;
 - b. Handicapped; and
 - c. Families with children under the age of 5.
- C. DOE, LIHEAP and SWG WAP funding requires adherence to the Arizona Weatherization Assistance Program State Plan (State Plan), Health and Safety Plan (HSD Plan); Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and WAP Memorandum 15-10 Quality Management Plan.
- D. Maximum investment per unit is as follows:
 - a. DOE: Average per unit investment over Program Year 2016 (July 1, 2016 to June 30, 2017) is \$7,105;
 - b. LIHEAP: Average per unit investment over Program Year 2016 (July 1, 2016 to June 30, 2017) is \$6,000;
 - c. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs should not exceed 10% of cost for measures.
- E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- F. Gila County will be expected to fully expend awarded funds and complete the following number of units for each funding source:
 - DOE: 5 completed units passing Quality Control Inspection and ADOH WAP monitoring;
 - LIHEAP: 13 completed units passing final inspection and ADOH WAP monitoring; and
 - c. SWG: 8 completed units passing final inspection and ADOH WAP monitoring.



WEATHERIZATION

ATTACHMENT B

ADOH PERFORM	ANCE REPORT/SCHEDUL	E OF COMPLETION			Page 1 of 1		
Recipient	Gila County	Date					
Contract No	1	Revision #					
Activity	Weatherization Assistance Progra	Weatherization Assistance Program					
	Office of Community Services - 55	515 S. Apache Ave., Suite 200		City	Globe		
	Nick Montague			Zip Code 85501			
	928-402-8652	Email nmontagu	e@gilacountyaz.gov	Fax 928-402-8652			
Program Specialist		County	Gila				
Indicate adherence to	contract or schedule changes. Due	by the 15th of January, Ap	ril, July, October				
Contract Schedule			Contract Date	Complete Yes/No	Modification Date		
Contract Execution			8/1/2016				
Completion of 1 DOE;	3 LIHEAP; and 2 SWG Units		9/30/2016				
Completion of 2 DOE;	LIHEAP; and 4 SWG Units (all nu	ımbers cumulative)	12/30/2016				
Completion of 4 DOE;	10 LIHEAP; and 6 SWG Units (all n	numbers cumulative)	3/31/2017				
	13 LIHEAP; and 6 SWG Units (all n	numbers cumulative)	6/30/2017				
Project Complete-Cont	act Close Out		7/31/2017				
m							
Please provide a brief changes to plans, unfo	description of activities performed reseen circumstances, etc. Please l	d this three month period. I be specific Finally, answer (nclude occurrences	that caused variation	on from schedule h H		
			laconono at namati	ve section in anoug			
A. # of DOE units 100%	complete & QCI Passed?	E # of LIF	IEAP units under co	nstruction?			
B. # of DOE units comp		WG units 100% complete?					
C. # of DOE units unde			WG units under construction?				
D. # of LIHEAP units 10	AP units 100% complete? H. # of units (DOE,LIHEAP,SV						
			,	_,			
Recipient Authorized S	ignature Date	Title					



WEATHERIZATION

Attachment C

Budget									
Recipient Gila County							Date	Same of the	
Contract No./File No. 203-16 Contract Period: from 7/1/2016 to 6/30/2017								Revision No.	
Activity	ivity Weatherization Assistance Program								
Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200							City	Globe	
Contact Person	Nick Mon	tague						Zip Code	85501
Phone	928-402-86							Fax	928-402-8652
Program Specialist	Trisha Eke							County	Gila
									l h
a		С		d		e	1	g	
Budget Line Item or Activity No.		DOE FY2016		LIHEAP FY2016	1	SWG Y2017	Source Program Year	Source Program Year	GRANT TOTAL ALL SOURCES
Administration Costs			-	F12016	-	12017	Program rear	Trogram Tear	ALL SOURCES
	-1	\$ 3,474.00							
Training & Technical Assistance		\$ 6,733.00				7			
Program Operations Health and Safety		\$ 20,189.00							
Financial Audit		\$ 3,563.00							
		\$ -							The last of the la
Liability Insurance LIHEAP Administration		\$ -	0	F 200 00	1.3				THE WATER CONTRACT
			\$	5,309.00					
LIHEAP Training/TA			\$	940.00	R.F.				
LIHEAP Program Operations			\$	81,521.00		2.460.00			
SWG Administration			Rate		\$	2,468.00			
SWG Program Operations			Park I		\$	18,511.00			
SWG Health and Safety			Mary P		\$	6,171.00			6140.000
Total		\$33,959.00		\$87,770.00	1	\$27,150.00			\$148,879.

REV. 5-2016



WEATHERIZATION Attachment D ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2 Recipient Gila County Date Contract No 203-16 Contract Period: from 7/1/2016 to 6/30/2017 Pay Req. No/Mo Activity Weatherization Assistance Program Direct Wire Dep No Yes Recipient Address Office of Community Services - 5515 S. Apache Ave., Suite 200 City Globe Contact Person Nick Montague ZIP 85501 Fax 928-402-8652 Phone 928-402-8652 Email nmontague@gilacountyaz.gov Program Specialist Trisha Ekenberg Email trisha.ekenberg@azhousing.gov County Gila Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing. h ASAP DOE Budget Line Item or LIHEAP SWG Total Amount Balance in Amount of this New Activity No. FY2016 FY2016 FY2017 No. Balance Req. to Date Account Request 1. DOE Administration 3,474.00 3,474.00 3,474.00 2. DOE Training & TA 6,733.00 \$ 6,733.00 \$ 6,733.00 3. DOE Program Ops \$ 20,189.00 20,189.00 20,189.00 S \$ 4. DOE Health & Safety \$ 3,563.00 3,563.00 3,563.00 \$ 5. DOE Financial Audit S \$ \$ 6. DOE Liability Ins \$ \$ S 7. LIHEAP Admin. N/A 5,309.00 5,309.00 5,309.00 5 \$ 8. LIHEAP Training/TA N/A 940.00 5 940.00 \$ 940.00 9. LIHEAP Program Ops N/A 81,521.00 \$ 81,521.00 \$ 81,521.00 10. SWG Admin. N/A 2,468.00 2,468.00 \$ \$ 2,468.00 11. SWG Program Ops. N/A \$ 18,511.00 \$ 18,511.00 5 18,511.00 12. SWG Health/Safety N/A \$ 6,171.00 6,171.00 6,171.00 S 27,150.00 \$ Total \$ 33,959.00 \$ 87,770.00 \$ \$ 148,879.00 \$ \$ 148,879.00 Recipient Authorized Signature Date Title Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary. Performance Reports Current Not Current For ADOH Use Only

Date

ADOH Program Administrator Appr Date

ADOH Program Specialist Approval

ATTACHMENT E

SPECIAL CONDITIONS

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate) as required by 2 CFR 200.101 and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.326 to all subrecipients (and subcontractors, as appropriate) and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

If the Recipient believes that any term or condition of this Award is inconsistent with Federal statutes or regulations, the Recipient is required to send an immediate written notification to the DOE Award Administrator with a detailed description of the apparent inconsistency.

Term 5. Federal Stewardship

EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Federal Involvement

A. Review Meetings

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-

principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has made satisfactory progress toward the program goals stated in Attachment 4 (Annual Plan) and deliverables stated in Attachment 2 (Federal Assistance Reporting Checklist) to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's program progress compared to the Annual Plan stated in Attachment 4 to this Award;
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award; and
- Other subject matter specified by the DOE Technology Manager/Project Officer.

B. Project Meetings

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

C. Site Visits

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations

must be performed in a manner that does not unduly interfere with or delay the work.

D. EERE Access

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

Term 7. NEPA Requirements

For this award, EERE has made a final NEPA determination for all activities under this award that are listed in the State Plan formally approved through incorporation into and attached to the award. You

(Recipient) may proceed with the activities as described in the State Plan. This NEPA determination is specific to the project as described in the State Plan formally approved by DOE through incorporation into and attached to the award.

If you later add to or modify the activities in the approved State Plan, you must contact the DOE Project Officer identified in Block 15 of the Assistance Agreement. Those additions or modifications, including projects involving ground-breaking activities, new construction, or projects involving the installation of onsite renewable energy technology that generate electricity from renewable resources, as well as other related activities, may be subject to review by the NEPA Compliance Officer and approval by the DOE Contracting Officer, and may not be authorized for federal funding until DOE provides a NEPA determination on those additions or modifications.

Restrictions include taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing a final NEPA determination. Should you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA determination, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

You are responsible for informing DOE of any extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular Project.

Term 8. Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: http://www.ncshpo.org/shpodirectory.shtml. THPO contact information is available at the following link: http://www.nathpo.org/map.html.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

Term 9. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

Term 10. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 11. Reporting Requirements

A. Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

B. Dissemination of scientific/technical reports

Scientific/technical reports submitted under this Award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the Award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

C. Restrictions

Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Term 12. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 13. Publications

EERE encourages the Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- Acknowledgment: "The information, data, or work presented herein was funded in part by the
 Office of Energy Efficiency and Renewable Energy (EERE), U.S. Department of Energy, under
 Award Number DE-EE0006139.
- Disclaimer: "The information, data, or work presented herein was funded in part by an agency

 Attachment E

of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Term 14. No-Cost Extension

Any no-cost extension will not alter the project scope, deliverables, or budget of this Award. As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award. Extensions require explicit prior Federal awarding agency approval when carrying forward unobligated balances to subsequent budget periods.

Term 15. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 16. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 17. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (a) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (b) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (c)

transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 18. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (c) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 19. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 20. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 21. Record Retention

Consistent with 2 CFR 200.333 through 200.337, the Recipient is required to retain records relating to this Award.

Term 22. Audits

A. Government-Initiated Audits

The Recipient is required to provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Compliance Audits

The Recipient is required to comply with the annual compliance audit requirements in 2 CFR 200.500 through 521 for institutions of higher education, nonprofit organizations and state and local governments, and 2 CFR 910.500 through 521 for for-profit entities. The annual compliance audits are independent from Government-initiated audits discussed in paragraph (a) of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a compliance audit in conjunction with its annual audit of financial statements.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement Form to this Award.

Term 24. Continuation Application and Funding

A. Continuation Application

A continuation application is a non-competitive application for an additional budget period within a previously approved project period. The continuation application shall be submitted to EERE in accordance with the annual Announcement/Grant Guidance that is issued.

B. Continuation Funding

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority; (2) Recipient's satisfactory progress towards meeting the objectives of the Weatherization Assistance Program; (3) Recipient's submittal of required reports; and (4) Recipient's compliance with the terms and conditions of the Award.

Term 25. Refund Obligation

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred.

Term 26. Allowable Costs

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient may add the program income to the funds committed to the Award and use to further eligible project objectives.

Term 29. Payment Procedures

A. Method of Payment

Payment will be made by advances through the Department of Treasury's ASAP system.

B. Requesting Advances

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If sameday transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Attachment E

Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

F. Supporting Documents for Agency Approval of Payments

DOE may require Agency pre-approval of payments. If the Agency approval requirement is in effect for the Recipient's Award, the ASAP system will indicate that Agency approval is required when the Recipient submits a request for payment. The Recipient must notify the DOE Technology Manager/Project Officer identified on the Assistance Agreement that a payment request has been submitted. The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the payment requests.

Term 30. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any budget change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories.

The Recipient is required to submit written notification via email (not in PAGE) to the Project Officer identified in the Assistance Agreement of any transfer of funds among direct cost categories and/or functions where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement Form of this Award.

Upon receipt of adequate notification documentation by the Project Officer, the recipient is hereby authorized to transfer funds among direct cost categories for program activities consistent with their approved State/Annual Plan, without prior approval by the awarding agency.

Limitations in existing rules and guidance, including Administration and Training and Technical Assistance (T&TA), along with prior approval of equipment as detailed in the Attachment E

respective year's WAP Grant Guidance and in the regulations still apply.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories.

Term 31. Carryover of Unobligated Balances

The recipient is hereby authorized to carry over unobligated balances of Federal and non-Federal funds from one budget period to a subsequent budget period, for program activities consistent with their approved State/Annual Plan, without prior approval by the Contracting Officer. Should the recipient wish to use carryover funds for activities that are not consistent with the approved State/Annual Plan, a budget revision application must be submitted for approval by DOE. For purposes of this award, an unobligated balance is the portion of the funds authorized by DOE that have not been obligated by the recipient at the end of a budget period. Recipients are advised to carefully manage grant funds to minimize unobligated balances each year, but especially at the end of the grant project period.

Term 32. Indirect Costs

A. Fringe Benefit Costs

The budget for this Award includes fringe benefits, but does not indirect charges. Therefore, indirect charges shall not be charged to nor shall reimbursement be requested for this project nor shall any indirect charges for this project be allocated to any other Federally sponsored project. In addition, indirect charges shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subrecipients' indirect costs.

B. Subrecipient Indirect Costs

Recipient must ensure its sub-recipient's indirect costs are appropriately managed, allowable and otherwise comply with the requirements of this Award and 2 CFR part 200 as amended by 2 CFR part 910.

Subpart C. Miscellaneous Provisions

Term 33. Reporting Sub-awards and Executive Compensation

A. Reporting of first-tier sub-awards

i. Applicability. Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph E. of this award term).

- ii. Where and when to report.
 - 1. The Recipient must report each obligating action described in paragraph A.i. of this award term to https://www.fsrs.gov.
 - 2. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010).
- iii. What to report. The Recipient must report the information about each obligating action that the submission instructions posted at https://www.fsrs.gov specify.

B. Reporting Total Compensation of Recipient Executives

- Applicability and what to report. The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if
 - 1. The total Federal funding authorized to date under this Award is \$25,000 or more;
 - 2. In the preceding fiscal year, the Recipient received;
 - a. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - 3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).
- ii. Where and when to report. The Recipient must report executive total compensation described in paragraph B.i. of this award term:

- 1. As part of the Recipient's registration profile at https://www.sam.gov.
- 2. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

- i. Applicability and what to report. Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if
 - 1. In the sub-recipient's preceding fiscal year, the subrecipient received;
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).
- ii. Where and when to report. The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
 - 1. To the recipient.
 - 2. By the end of the month following the month during which the Recipient makes the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Sub-awards and;
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this Award term:

- i. Entity means all of the following, as defined in 2 CFR Part 25:
 - 1. A Governmental organization, which is a State, local government, or Indian tribe:
 - 2. A foreign public entity;
 - 3. A domestic or foreign nonprofit organization;
 - 4. A domestic or foreign for-profit organization;
 - 5. A Federal agency, but only as a subrecipient under an award or sub-award to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
 - This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
 - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ___ .210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
 - 3. A sub-award may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

- iv. Subrecipient means an entity that:
 - 1. Receives a sub-award from the Recipient under this award; and
 - Is accountable to the Recipient for the use of the Federal funds provided by the sub-award.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - 1. Salary and bonus.
 - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - 4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - 5. Above-market earnings on deferred compensation which is not tax-qualified.
 - 6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Term 34. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

If the Recipient had an active registration in the CCR, it has an active registration in SAM.

- B. Requirement for Data Universal Numbering System (DUNS) Numbers
 If the Recipient is authorized to make sub-awards under this Award, the Recipient:
 - Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a sub-award from the Recipient unless the entity has provided its DUNS number to the Recipient.
 - ii. May not make a sub-award to an entity unless the entity has provided its DUNS number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 - 1. A Governmental organization, which is a State, local government, or Indian Tribe;
 - 2. A foreign public entity;
 - 3. A domestic or foreign nonprofit organization;
 - 4. A domestic or foreign for-profit organization; and
 - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Sub-award:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible

subrecipient.

- 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
- 3. A sub-award may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 - 1. Receives a sub-award from the Recipient under this Award; and
 - 2. Is accountable to the Recipient for the use of the Federal funds provided by the sub-award.

Term 35. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person Attachment E

connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 36. Subrecipient Change Notification

Except for sub-awards and/or subcontracts specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- 1. A description of the research to be performed, the service to be provided, or the equipment to be purchased;
- 2. Cost share commitment letter if the sub-awardee is providing cost share to the Award;
- 3. An assurance that the process undertaken by the Recipient to solicit the sub-award/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.329.
- 4. An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected sub-awardee/subcontractor and that the Recipient's written standards of conduct were followed¹;
- 5. A completed Environmental Questionnaire, if applicable;
- 6. An assurance that the subrecipient is not a debarred or suspended entity; and
- 7. An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a sub-awardee's/subcontractor's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the sub-award or subcontract does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subcontract or sub-award to: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of Interest.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient agreement documentation stipulated above, Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 37. Minimum Privacy Protections Regarding Applicant Information

- A. States, Tribes and their sub-awardees, including, but not limited to subrecipients, sub-grantees, contractors and subcontractors that participate in the Weatherization program are required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
- B. A balancing test must be used in applying Exemption (b)(6) in order to determine:
 - i. whether a significant privacy interest would be invaded;
 - ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and
 - iii. whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
- C. A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the state or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
- D. Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

Term 38. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 39. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 - 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 - 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term:

- b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 - 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 40. Recipient Lighting Efficiency Certification

By entering into this agreement, the Recipient <u>certifies</u> that it will, by the end of the Federal Government's fiscal year, upgrade the efficiency of its facilities by replacing any incandescent lighting of the type for which section 325 of the Energy Policy and Conservation Act (42 USC 6295) establishes a standard that does not meet or exceed the energy efficiency standard for incandescent light bulbs set forth in that section with a lamp that meets or exceeds the standards for lamps established in or pursuant to that section.

Incandescent reflector lamps shall meet or exceed the lamp efficacy standards shown in the table:

Rated lamp wattage	Lamp spectrum	Lamp diameter (inches)	Rated voltage	Minimum average lamp efficacy (lm/W)
40-205	Standard Spectrum	>2.5	≥125V	6.8*P ^{0.27}
			<125V	5.9*P ^{0.27}
		≤2.5	≥125V	5.7*P ^{0.27}
			<125V	5.0*P0.27
40-205	Modified Spectrum	>2.5	≤125V	5.8*P ^{0.27}
			<125V	5.0*P ^{0.27}
		≤2.5	≥125V	4.9*P027
			<125V	4.2*P027

Note 1: P is equal to the rated lamp wattage, in watts.

Note 2: Standard Spectrum means any incandescent reflector lamp that does not meet the definition of modified spectrum in 10 CFR 430.2.

Subject to the exemption below, the standards specified in this section shall apply to ER incandescent reflector lamps, BR incandescent reflector lamps, BPAR incandescent reflector lamps, and similar bulb shapes.

Subject to the exemption below, the standards specified in this section shall apply to incandescent reflector lamps with a diameter of more than 2.25 inches, but not more than 2.75 inches.

Exemption: The standards specified in this section shall not apply to the following types of incandescent reflector lamps:

- Lamps rated at 50 watts or less that are ER30, BR30, BR40, or ER40 lamps;
- Lamps rated at 65 watts that are BR30, BR40, or ER40 lamps; or
- R20 incandescent reflector lamps rated 45 watts or less.

For purposes of this Certification, the following definitions apply:

- A. Facilities mean the room(s), area(s), or building(s) that are used to complete a majority of the work under the project.
- B. In excess of \$1,000,000 means the total value of the grant including all budget periods funded with Federal funds and recipient cost share is greater than \$1,000,000.
- C. Federal Government's fiscal year begins October 1st and ends September 30th.
- D. Except as provided in subparagraph (iv) below, the term "incandescent lamp" means a lamp in which light is produced by a filament heated to incandescence by an electric current, including only the following:
 - i. Any lamp (commonly referred to as lower wattage non-reflector general service lamps, including any tungsten-halogen lamp) that has a rated wattage between 30 and 199 watts, has an E26 medium screw base, has a rated voltage or voltage range that lies at least partially within 115 and 130 volts, and is not a reflector lamp.
 - ii. Any lamp (commonly referred to as a reflector lamp) which is not colored or designed for rough or vibration service applications, that contains an inner reflective coating on the outer bulb to direct the light, an R, PAR, ER, BR, BPAR, or similar bulb shapes with E26 medium screw bases, a rated voltage or voltage range that lies at least partially within 115 and 130 volts, a diameter which exceeds 2.25 inches, and has a rated wattage that is 40 watts or higher.
 - iii. Any general service incandescent lamp (commonly referred to as a high-or higher-wattage lamp) that has a rated wattage above 199 watts (above 205 watts for a high wattage reflector lamp).
 - iv. The term "incandescent lamp" does not include any lamp excluded by the Secretary, by rule, as a result of a determination that standards for such lamp would not result in significant energy savings because such lamp is designed for special applications or has special characteristics not available in reasonably substitutable lamp types.
- E. The term "base" means the portion of the lamp which connects with the socket as described in ANSI C81.61–1990.
- F. The term "bulb shape" means the shape of lamp, especially the glass bulb with designations for bulb shapes found in ANSI C79.1–1980 (R1984).
- G. The term "lamp efficacy" means the lumen output of a lamp divided by its wattage,

 Attachment E

expressed in lumens per watt (LPW).

H. The term "lamp wattage" means the total electrical power consumed by a lamp in watts, after the initial seasoning period referenced in the appropriate IES standard test procedure and including, for fluorescent, arc watts plus cathode.

ARF-4275

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 04/18/2017 Submitted For: Malissa Buzan

Submitted By: Allison Torres, Case Manager

<u>Department:</u> Community Services <u>Division:</u> GEST Department

Information

Request/Subject

Amendment No. 2 to Request for Qualified Vendor Agreement (RFQVA) No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and Gila County d/b/a Gila Employment and Special Training (GEST).

Background Information

On September 16, 2014, the Board of Supervisors approved Amendment No. 1 to RFQVA No. DDD 710000. Upon receipt of Amendment No. 1, the Arizona Department of Economic Security (ADES) notified the Gila County GEST Department that the amendment needed to be corrected and returned to ADES as soon as possible. Former Chairman Pastor signed the corrected Amendment No. 1 on October 6, 2014, and it was then resubmitted to ADES.

Evaluation

This Amendment contains the following documents; RFQVA Amendment No. 2; Attachment - J, Business Associate Agreement; and Attachment - L, Boycott of Israel, in order to continue to provide and be reimbursed for services. The submittal of said documents will allow the GEST Department to maintain a Qualified Vendor Agreement with the DDD.

Conclusion

Amendment No. 2 to the RFQVA No. DDD 710000, will allow the GEST Department to continue to provide DDD services to residents of Gila County, and remain in compliance with federal and state regulations and provisions of the RFQVA.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors approve Amendment No. 2 to the RFQVA No. DDD 710000 in order for the GEST Department to continue to provide services to eligible residents of Gila County.

Suggested Motion

Approval of Amendment No. 2 to Request for Qualified Vendor Agreement No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and Gila County d/b/a Gila County Employment and Special Training Department to allow for the continued provision of DDD services to eligible residents of Gila County, and remain in compliance with federal and state regulations and provisions of the Qualified Vendor Agreement.

<u>Attachments</u>

Amendment No. 2 to RFQVA No. DDD 710000

DDD Approved Amendment Application 10-21-14

DDD Amendment Application 10-6-14

DDD Approved Application 9-16-14

Approved Data Sharing Request

Amendment to Extend Terms

RFQVA No. DDD 710000

Douglas A. Ducey Governor

Henry Darwin Interim Director

Sent via U.S. Postal Service

March 17, 2017

Gila Employment and Special Training Attn: Michael Pastor 5515 South Apache Ave. Suite 200 Globe, AZ 85501

Re: Qualified Vendor Agreement No. # 05785, Amendment 2

Dear Michael Pastor,

The Division is amending your Qualified Vendor Agreement # 05785 (Contract) you have with the Arizona Department of Economic Security / Division of Developmental Disabilities (Division) set to expire on December 31, 2017. Included with this letter are instructions for RFQVA #DDD710000 Amendment #2.

Please read the instructions and amendment in their entirety to prevent interruption in the service delivery under this contract with the Division. In the event you <u>fail</u> to have an approved Amendment by April 14, 2016, the Division may pursue contractual remedies, up to and including termination of the Qualified Vendor Agreement.

In Accordance with A.R.S. § 36-557.K, rates for the services purchased through this RFQVA are included in the most current rate book, which is available on the Division's website.

If you have any questions, please do not hesitate to contact Jose Mercado, Contracts Management Supervisor, by telephone at (602) 364-0947 or via email at IMercado@azdes.gov or email the DES/DDD Contract Managers email box DDDContractsManager@azdes.gov.

Thank you for the valuable services you provide to Division Members.

Sincerely,

Cecilia Robles

Deputy Business Operations Administrator Division of Developmental Disabilities

Cc: Contract File

Enclosure

RFOVA # DDD 710000 Amendment #2

INSTRUCTIONS

The Division of Developmental Disabilities has amended RFQVA # DDD 710000. To maintain a Qualified Vendor Agreement (QVA) with the Division, each Qualified Vendor must amend its Qualified Vendor Agreement.

In order to amend the Qualified Vendor Agreement, the Division requires the Qualified Vendor to submit the following documents: (1) the RFQVA Amendment #2, (2) Attachment -J, Business Associate Agreement, and (3) Attachment -L, Boycott of Israel. All three (3) documents must be completed, signed and submitted to the Division's Contracts Management Unit no later than April 14, 2017, for signature by the Contract Administrator. In order to ensure continued service delivery, the Division is requesting receipt of the documents no later than 5:00 p.m. M.S.T. on April 4, 2017. In the event a Qualified Vendor fails to have an approved Amendment by April 14, 2017, the Division may pursue contractual remedies, up to and including termination of the Qualified Vendor Agreement.

The process for completing the documents associated with Amendment No. 2 document is identified below:

1. RFOVA Amendment #2:

- a. The Contract Signatory completes the left column of page three (3) of the Amendment, leave the <u>right column blank</u>, this will be completed by the Division.
- b. Contract Signatory enters their signature and date in the designated field of the "Acknowledgement of the RFQVA Amendment".
- c. Print the name and the title of authorized contract signatory signing the Amendment.

2. Attachment -J, Business Associate Agreement:

- a. The Contract Signatory completes the left column of page eleven (11) of Attachment -J Business Associate Agreement, <u>leave the right column blank</u>, this will be completed by the Division.
- b. Contract Signatory enters their signature and date in the designated field of the "Acknowledgement of the HIPPA Business Associate Agreement".
- c. Print the name, title and name of the Agency (name of contractor) of
- d. authorized contract signatory signing the Amendment.

- 3. Attachment -L, Boycott of Israel:
 - a. The Contract Signatory completes both columns (left and right) of page one
 - (1) Attachment -L. Boycott of Israel.
 - b. Contract Signatory enters their signature, print their name, and title in left column on the form.
 - c. Contract Signatory enters the name of the agency, address, city, Street and zip code in the left column.
- 4. Return the amendment with the three documents listed above as follow:
 - a) In-person or by courier (must request and receive a receipt) to:

Arizona Department of Economic Security
Division of Developmental Disabilities
Attn: Contracts Administration Unit, QVA Section
1789 W. Jefferson, 1st floor, East
Phoenix, AZ 85007

b) By mail to:

Arizona Department of Economic Security Division of Developmental Disabilities Attn: Contracts Administration Unit, QVA Section P.O. Box 6123, Mail Drop 2HC3 Phoenix, AZ 85005-6123

Please request a signed receipt for any documents that are hand delivered. Scanned, fax or emailed documents will not be accepted.



CONTRACT AMENDMENT

RFQVA No.: DDD-710000

ARIZONA
DEPARTMENT OF
ECONOMIC SECURITY

1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 (602) 542-2456

Contract No:05785

Amendment No: 2

Procurement Specialist: Jose Mercado

DIVISION OF DEVELOPMENTAL DISABILITIES

Gila Employment and Special Training

REQUEST FOR QUALIFIED VENDOR APPLICATION AMENDMENT #2 THE ABOVE REFERENCED REQUEST FOR QUALIFIED VENDOR APPLICATION IS HEREBY AMENDED AS FOLLOWS:

- 1. Application Submittal Checklist.
 - a. Part 3 revised to add Section 9, Attachment L: Participation in Boycott of Israel.
 - b. Part 4 revised to delete "c) Original signature on signature of page of each RFQVA Amendment issued: RFQVA DDD #710000 Amendment 1"
- 2. Section 2, Table of Contents.
 - a. Section Content 6. DES/DDD Standard Terms and Conditions for Qualified Vendors revised to add 6.14 Participation in Boycott of Israel.
 - b. Section Content 9. Attachments (Forms to be Completed by Applicant) revised to add Section 9, Attachment L. Participation in Boycott of Israel.
- 3. Section 3, Instructions to Applicants.
 - a. Section 3.2.1 General. The in person and mail address shall be revised to reflect:

"In person or by courier (must request and receive a receipt):

Arizona Department of Economic Security

Division of Developmental Disabilities

Attn: Contracts Administration Unit

1789 W. Jefferson Street, 1st Floor, East

Phoenix, Arizona 85007

Telephone: (602) 542-6874

By mail to:

Arizona Department of Economic Security

Division of Developmental Disabilities

Attn: Contracts Administration Unit, QVA Section

P.O. Box 6123, Mail Drop 2HC3

Phoenix, Arizona 85005-6123"

- 4. Section 5, Service Requirements/Scope of Work.
 - a. Section 5.10.1.11. Reference to "A.R.S. § 41-132" is removed in its entirety and replaced with "A.R.S. § 18-442"



CONTRACT AMENDMENT

RFQVA No.: DDD-710000

ARIZONA
DEPARTMENT OF
ECONOMIC SECURITY

1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 (602) 542-2456

Procurement Specialist: Jose Mercado

Contract No:05785

Amendment No: 2

b. Section 5.10.4 is added to reflect:

"The Qualified Vendor shall provide incident reports to the member/or members responsible person on request. The Qualified Vendor may redact all information protected from disclosure under the Health Insurance Portability and Accountability Act of 1996 and all applicable implementing Federal regulations. Receipt by the Division of a notice of anticipated inability or unwillingness to comply as required by this section constitutes grounds for the termination of this Agreement."

5. Section 6, DES/DDD Standard Terms and Conditions for Qualified Vendors.

a. Section 6.3.4 Notices. The address is revised to reflect

"Arizona Department of Economic Security Division of Developmental Disabilities Attn: Contracts Administration Unit, QVA Section P.O. Box 6123, Mail Drop 2HC3 Phoenix, Arizona 85005-6123"

b. Section 6.4.1.7 is hereby revised to read:

"The Division is not obligated to pay for services provided without prior authorization. An initial claim for services must be received by the Division no later than six (6) months from the date of service, unless the claim involved retro-eligibility. Claims initially received beyond the six (6) month time frame, except claims involving retro-eligibility, will be denied. If a claim is originally received within the six (6) month time frame, the Qualified Vendor will have up to twelve (12) months from the date of service or sixty (60) days from the date of the recoupment to correctly resubmit the claim in order to achieve clean claim status or to adjust a previously processed claim, unless the claim involves retro-eligibility. If a claim does not achieve clean claim status or is not adjusted correctly within twelve (12) months, the Division is not liable for payment."

c. Section 6.5.4.4 is revised to read:

"The Qualified Vendor shall pay for the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Division shall only pay for the costs of fingerprint checks of potential developmental home providers."



CONTRACT AMENDMENT

RFQVA No.: DDD-710000

ARIZONA
DEPARTMENT OF
ECONOMIC SECURITY

1789 W. Jefferson, 4th Floor Phoenix, Arizona 85007 (602) 542-2456

Contract No:05785

Amendment No: 2

Procurement Specialist: Jose Mercado

d. Section 6.6.4, Assignment and Delegation. This is removed in its entirety and replaced with the following:

"This Agreement, and the rights and obligations hereunder, may not be assigned or delegated by the Qualified Vendor without the prior written consent of the Division. The Division shall not unreasonably withhold approval."

e. Section 6.7.6.1.8.3. The address is revised to reflect:

"Arizona Department of Economic Security Division of Developmental Disabilities Attn: Contracts Administration Unit, QVA Section P.O. Box 6123, Mail Drop 2HC3 Phoenix, Arizona 85005-6123"

- f. Section 6.13.5 is added to reflect:
 - "6.13.5 <u>Participation in Boycott of Israel</u>. Qualified Vendor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01."
- 6. Section 9J, Business Associate Agreement. This Agreement is hereby revised and replaced.
- 7. Section 9L, Participation in Boycott of Israel. Section 9L is added to RFQVA #710000.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, AND TERMS AND CONDITIONS REMAIN UNCHANGED.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.		
SIGNATURE DATE		
CECILIA ROBLES Deputy Business Operations Administrator Division of Developmental Disabilities Arizona Department of Economic Security		

Arizona Department of Economic Security Health Insurance Portability & Accountability Act of 1996 - HIPAA and Health Information Technology for Economic and Clinical Health Act of 2009 - HITECH

Business Associate Agreement

The Arizona Department of Economic Security (DES) of on behalf of a DES Division or Program ("DES Covered Component"), and undersigned Business Associate hereby enter into this Business Associate Agreement ("BAA" or "Agreement").

This BAA has the same effective date as the Contract, Intergovernmental Agreement, Memorandum of Understanding or Interagency Service Agreement to which it is appended ("Related Contract" or "Contract"), or the date of the last signature, whichever is later. If there is no Related Contract, the effective date of this BAA is the date of the last signature to this Agreement. This Agreement supplements any Contract between a DES Covered Component and the Business Associate which involves the disclosure of Protected Health Information ("PHI") as defined in HIPAA. In the event of conflicting terms or conditions, this Agreement's terms shall supersede the provisions of the Related Contract to which it is appended.

The DES Covered Component and the Business Associate agree to comply with applicable Privacy and Security Standards of HIPAA and HITECH, and with other applicable federal and state laws, in order to protect the privacy of PHI in any form and to safeguard the confidentiality, integrity, and availability of any Electronic PHI ("ePHI") related to this Agreement.

- 1.0. <u>DEFINITIONS.</u> Capitalized terms not otherwise defined in this Agreement shall have the same meanings as those terms in the Privacy Rule and HITECH.
- 1.1 **Breach** shall have the meaning given to such term under the HITECH Act (42 U.S.C. § 17921).
- Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act (45 C.F.R. § 160.103 and 42 U.S.C. §17938).
- 1.3 **Covered Component** shall have the meaning given to such term under the Privacy Rule and the Security Rule (45 C.F.R §160.103).
- 1.4 **Data Aggregation** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.501).
- 1.5 **Designated Record Set** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.501).
- 1.6 Electronic Health Record shall have the meaning given to such term in the HITECH Act (42 C.F.R. § 17921).
- 1.7 Electronic Protected Health Information shall have the meaning given to such term under the Privacy Rule (45 CFR §134.501 and §106.103)
- 1.8 **Health Care Operations** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.501).

- 1.1 **Individual** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §160.103) and shall include a person who qualifies as a personal representative (45 C.F.R. §164.502(g)).
- 1.2 **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.3 **Protected Health Information** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.501). Protected Health Information includes Electronic Protected Health Information (C.F.R. §160.103 and §164.501).
- 1.4 **Protected Information** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.501). Protected Information includes Electronic Protected Information (C.F.R. §160.103 and §164.501).
- 1.5 **Required By Law** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.512).
- 1.6 Secretary shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.
- 1.7 Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.8 Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act (42 U.S.C. §17932(h)).
- 2.0 PERMITTED USES AND DISCLOSURES OF PHI. The Business Associate will use and disclose PHI only for those purposes necessary to perform functions, activities, or services for, or on behalf of, the DES Covered Component as specified in the underlying Contract, this BAA, or as Required By Law. Any use or disclosure by the Business Associate shall not violate applicable Privacy Rule provisions, the terms of this BAA, or the DES Covered Component policies and procedures for using or disclosing only the Minimum Necessary PHI.
- 2.1 Prohibited Use and Disclosures. The Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. The Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested a restriction and has paid out of pocket in full for health care items or services to which the PHI solely related as described in 42 U.S.C. §17935(a). The Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of the Covered Component and as permitted by the HITECH Act, 42 U.S.C.

§17935(d)(2); however, this prohibition shall not affect payment by the Covered Component to the Business Associate for services provided pursuant to the Contract. Disclosure for research is prohibited without the Covered Component's permission prior to such disclosure.

- 2.0 Business Activities of Business Associate. The Business Associate may use PHI for the necessary management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate if:
 - 1. The disclosure is Required Sy Law; or
 - 2. The Business Associate obtains reasonable written assurances from a third party receiving the PHI that the third party will:
 - i. Maintain the confidentiality of the PHI;
 - ii. Use or disclose the PHI only as Required By Law or for the purpose for which the PHI was disclosed to the person;
 - iii. Notify the Business Associate within 1 business day of any discovered breach of confidentiality of the Protected Information (42 U.S.C. §17932; 45 C.F.R.

§164.504(e)(2)(ii)(D)) and comply in writing with paragraphs 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6; and

- iv. Ensure that any third party to whom it provides Protected Information receives from, or created or received by the Business Associate on behalf of the Covered Component, agrees to the same restrictions and conditions that apply to the Business Associate with respect to such information (45 C.F.R. §164.504 (e)(2)(ii)(D)).
- 2.3. Aggregation of PHI. The Business Associate shall provide data aggregation services with regard to PHI created or received from or on behalf of the DES Covered Component, if requested to do so by the DES Covered Component. (45 C.F.R.

§164.504(e)(2)(i)(B)).

- 2.4 **De-Identification of PHI.** Under 45 C.F.R. §164.502(d) (2), de-identified information does not constitute PHI and is not subject to the terms of this Agreement. The Business Associate may de-identify any and all PHI, provided
 - 1. The de-identification conforms to the requirements of 45 C.F.R. §164.514(b),
 - 2. The Business Associate maintains the documentation required by 45 C.F.R. §164.514(b), and
 - 3. The Business Associate gives written assurance to the DES Covered Component that the Business Associate appropriately maintains the documentation required by 45 C.F.R. §164.514(b).

3.0. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

3.1. Safeguards. The Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected information otherwise that as permitted by the Contract and the Business Associate Agreement, including, but not limited to, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R §164.308, §164.310, and §164.312. The Business Associate shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule, including but not limited to 42 U.S.C. §17931 and 45 C.F.R. §164.316.

- 3.2 Reporting Impermissible Use or Disclosure and Security Incidents. The Business Associate agrees to report to the DES Covered Component in writing of any access, use or disclosure of Protected Information not permitted by the contract or the Business Associate Agreement, and any breach of Unsecured PHI of which it becomes aware of as described in 42 U.S.C. §17921 and 45 C.F.R. §134.308(b) and §164.504(e)(2)(ii)(C), within 1 business day after discovery. The Business Associate shall:
 - 1. Promptly take corrective action to secure any such deficiencies; and
 - 2. Grant prompt and immediate access to DES Covered Component and other individuals from DES or the State of Arizona authorized by DES to participate in the incident investigation, mitigation, resolution, or breach notification; and
 - 3. Contact the DES Chief Privacy Officer if DES Covered Component cannot be notified within 1 business day after discovery of incident; and
 - 4. Secure and preserve all records pertinent to the incident; and
 - 5. Promptly require within 1 business day of incident discovery applicable subcontractors and agents to secure and preserve all records pertinent to the incident;
 - 6. Any action pertaining to such unauthorized disclosure required by applicable federal and state statutes and regulations.
- 3.3. Mitigation. The Business Associate agrees to mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of a use or disclosure of PHI by the Business Associate or its agents or subcontractors in violation of the requirements of this Agreement (45 C.F.R §164.530(f)).
- 3.4 Agents and Subcontractors. The Business Associate agrees to the following:
 - 1. Ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of the DES Covered Component, agrees in writing to the same restrictions and conditions that apply to the Business Associate through this Agreement with respect to such PHI and implementing the safeguards required by paragraph 2.1 above with respect to Protected Information (45 C.F.R. §164.308(b) and §164.504(e)(2)(ii)(D)).
 - 2. It shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violations as described in 45 C.F.R. §164.530(e)(I) and 164.530(f).
- 3.5 Personnel. The Business Associate shall appropriately inform all of its employees, agents, representatives, and members of its workforce ("Personnel"), whose services may be used to satisfy the Business Associate's obligations under this Agreement and the Related Contract, of the terms of this Agreement. The Business Associate represents and warrants that the Personnel are under sufficient legal obligations to the Business Associate for the Business Associate to fully comply with the provisions of this Agreement. The Business Associate agrees to train its workforce on the HIPAA Rule and keep appropriate records of the training as prescribed in 45 C.F.R. §164.530(b)(1)(2).

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- 3.6. Access to Protected Information. The Business Associate shall make Protected Information maintained by the Business Associate or its agents or subcontractors in Designated Record Sets available to the DES Covered Component for inspection and copying within 10. business days of a request by the DES Covered Component to enable the DES Covered Component to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. §164.524. If the Business Associate maintains an Electronic Health Record, the Business Associate shall provide such information in electronic format to enable the DES Covered Component to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. §17935(e).
- 3.7 Individual Access to PHI. If an Individual requests direct access to PHI in possession of the Business Associate which is maintained under its contract with DES, prior to disclosure of any PHI the Business Associate shall first consult in writing with the DES Covered Component's Privacy Officer or the DES Chief Privacy Officer. The Business Associate shall grant or deny access pursuant to written instructions from the DES Covered Component which are consistent with 45 C.F.R. §164.524 or other applicable law. Within 5 business days, the Business Associate shall notify the DES Covered Component's Privacy Officer or the DES Chief Privacy Officer in writing of the actions it has taken pursuant to the request for access and DES Covered Component's authorization.
- Amendment of PHI. The Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set within 5 business days after the Business Associate receives from the DES Covered Component instructions to amend PHI. Such instructions generally follow an Individual's request to the DES Covered Component to amend the Individual's PHI held by the DES Covered Component or its Business Associates in a Designated Record Set. If the DES Covered Component declines an Individual's request to amend that Individual's PHI, the DES Covered Component shall provide to its Business Associate, who shall promptly incorporate into the Individual's Designated Record Set, any statements of disagreement and/or rebuttals supplied by the Individual, as required by 45 C.F.R. § 164.526.
- 3.9 Individual Amendment of PHI. If an individual requests an amendment of PHI directly from the Business Associate or its agents or subcontractors on behalf of the DES Covered Component, the Business Associate must notify the DES Covered Component in writing within 5 business days of the request. Any approval or denial of amendment to Protected Information maintained by the Business Associate or its agents or subcontractors shall be the responsibility of the DES Covered Component, which shall notify the Business Associate of its decision in writing.
- 3.10 Documentation of Disclosure. The Business Associate agrees to document all disclosures of PHI made by the Business Associate and information related to such disclosures as would be required by the DES Covered Component to respond to a request by an Individual for an accounting of disclosures of PHI c;1ccording to 45 C.F.R. **§164.528.**

At a minimum, the documentation related to the Business Associate's disclosure of PHI shall include:

- 1. The date of disclosure;
- 2. The name of the PHI recipient and, if known, the address of the PHI recipient;
- 3. A brief description of the PHI disclosed; and
- 4. A brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or instead of such statement, a copy of the written request for disclosure by the Secretary or under 45 C.F.R. §164.512.

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- 3.11. Accounting of Disclosures. Within 10 business days after receipt of notice from the DES Covered Component to the Business Associate that the DES Covered Component has received a request for an accounting of disclosures of an Individual's PHI, the Business Associate agrees to provide the DES Covered Component with the disclosure information requested by the Individual and as required in paragraph 3.10 above. If an individual requests an accounting of disclosures directly from the Business Associate, the Business Associate shall, within sixty (60) business days, provide or deny an accounting according to 45 C.F.R §164.528. Unless otherwise directed by the DES Covered Component, the Business Associate shall notify the DES Covered Component of the action it has taken and shall do so in writing within five (5) business days after the action. The accounting of disclosure shall include all PHI disclosures for the time period the Individual requested, but not for a date earlier than six years prior to the date of creation or last entry, which ever occurred last. If the Business Associate is unable to provide the accounting of disclosure within the allowed time frame, the Business Associate shall provide the DES Covered Component with a written statement of the reason for delay and the date the Business Associate will provide the accounting.
- 3.12 Government Access to Records. For the purpose of determining the DES Covered Component compliance with the Privacy Rule, as well as the Business Associate's compliance with this BAA, the Business Associate agrees to make available to the DES Covered Component or its authorized agent, or to the Secretary, in the time and manner designated:
 - 1. The Business Associate's internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the DES Covered Component; and
- 3.13 All PHI received by the Business Associate from the DES Covered Component or created or received by the Business Associate on behalf of the DES Covered Component. Minimum Necessary. The Business Associate and its agents and subcontractors shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure as described in 42 U.S,C. § 17935(b); 45 C.F.R. § 164.502(b)(1) and 164.514(d).
- 3.14 **Data Ownership.** The Business Associate acknowledges that the Business Associate has no ownership rights with respect to the Protected Information.
- 3.15 Transaction Standards Regulation. If the Business Associate conducts in whole or part Standard Transactions for or on behalf of the DES Covered Component, the Business Associate agrees to comply with the Electronic Data Transaction Standards and Code Sets, 45 C.F.R. Part 162 (I R). The Business Associate agrees to require any subcontractor or agent involved in conducting Standard Transactions for or on behalf of the DES Covered Component, to comply with the Transaction Standards and Code Sets. The Business Associate and its subcontractors or agents shall not engage in any practice or enter into any agreement related to conducting in whole or in part Standard Transactions for or on behalf of the DES Covered Component that:

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- 1. Changes the definition, Data Condition, or use of a Data Element or Segment in a Standard Transaction;
- 2. Adds a Data Element or Segments to the maximum defined Data Set;
- 3. Uses any code or Data Element that is marked "not used" in the Standard Transaction's implementation specification or that is not in the Standard Transaction's implementation specification; or
- 4. Changes the meaning or intent of the Standard transaction implementation specification.
- 3.16 Retention of Records. All records containing PHI created or received by the Business Associate from or on behalf of the DES Covered Component will be retained for six years from the date of creation (e.g., PHI) or the date when it last was in effect (e.g., a policy or form), whichever is later.
- 3.17 Violations of Law. The Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.5020).

3.18 Audits, Inspection and Enforcement.

- 1. Within 10 business days of a written request by the DES Covered Component, the Business Associate and its agents or subcontractors shall allow the DES Covered Component to conduct a reasonable inspection of the facilities, systems, books, records, agreements, and policies and procedures relating to the use, acquisition, or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether the Business Associate has complied with this Agreement; provided, however that:
 - 1. The Business Associate and the DES Covered Component shall mutually agree in advance upon the scope, timing and location of such inspection. If an agreement can not be concluded, then DES will decide; and
 - 11. To the extent allowed by law, the DES Covered Component shall safeguard all trade secret information of the Business Associate to which the DES Covered Component has access during the course of such inspection; and
- 2. The fact that the DES Covered Component inspects, fails to inspect, or has the right to inspect the Business Associate's facilities, systems, books, records, agreements, and polices and procedures does not relieve the Business Associate of its responsibilities to comply with this Agreement. The following acts by the DES Covered Component do not constitute acceptance of such practices or waive the DES Covered Entity's enforcement rights under the contract or Agreement.
 - i. Failure to detect; or
 - ii. Detection, but failure to notify the Business Associate; or
 - iii. Requiring the Business Associate to correct any unsatisfactory practices.
- 3. The Business Associate shall notify the DES Covered Component in writing within 1 business day of learning that the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.
- 4. Notwithstanding paragraph 3.18.1, pursuant to paragraphs 3.1 through 3.4 and in compliance with 42 U.S.C. §17921 and 45 C.F.R. §164.308(b) and

§164.504(e)(2)(ii)(C), Business Associate, its subcontractors and agents shall permit prompt and immediate access to the Covered Component to all physical locations and business records, including electronic records and all relevant data files, under the control or maintained by the Business Associate, its subcontractors and agents on behalf of Covered Component, for the purpose of mitigating a data breach, conducting a risk analysis and obtaining information which will identify individuals affected.

4.0 OBLIGATIONS OF DES COVERED COMPONENT

- 4.1. Notice of Privacy Practices The DES Covered Component shall notify the Business Associate of any changes or limitation(s) in the DES Covered Component's Notice of Privacy Practices according to 45 C.F.R. §164.520, to the extent that such changes or limitation(s) may effect the Business Associate's use or disclosure of PHI.
- 4.2 Changes in Permission by Individual. The DES Covered Component shall notify the Business Associate of any changes in, or revocation of, an Individual's permission to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI. Restriction on PHI. The DES Covered Component shall notify the Business Associate of any restriction on PHI uses and disclosures that the DES Covered Component has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- 4.3 Permissible Requests by DES Covered Component. The DES Covered Component shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the DES Covered Component.

5.0 TERM AND TERMINATION

5.1 Term. The term of this Agreement is specified on page one (1) of this Agreement or in the Contract to which it is appended and shall terminate when all PHI provided by the DES Covered Component to the Business Associate, or created or received by the Business Associate on behalf of the DES Covered Component, is destroyed or returned to the DES Covered Component. If it is not feasible for the Business Associate to return to the DES Covered Component or destroy all PHI when this Agreement terminates under the Contract or is terminated early, protections agreed to by the Business Associate are extended to such information, whether PHI is held or controlled by the Business Associate or its agents or subcontractors.

5.2 Effect of Termination.

- 1. Except as provided in subparagraph 3 of this paragraph, upon termination of this Agreement for any reason, the Business Associate shall return or destroy all PHI received from the DES Covered Component, or created or received by the Business Associate on behalf of the DES Covered Component. No copies or data repositories can be retained as to this information.
- 2. This provision shall apply to PHI in the possession or under the control of subcontractors or agents of the Business Associate. The Business Associate and its subcontractors and agents shall retain no copies or data repositories of any type of returned or destroyed PHI unless ordered to do so by a court of law.
- 3. If the Business Associate determines that returning or destroying PHI is not feasible, the Business Associate shall provide to the DES Covered Component notification of the conditions making the return or destruction not feasible. The Business Associate shall extend the protections of this Agreement to the PHI and shall limit further uses and disclosures of the PHI to the purpose that make the return or destruction not feasible, for so long as the Business Associate maintains the PHI. If it is not feasible for the Business Associate to recover from a subcontractor or agent any PHI, the Business Associate shall provide a written explanation to the DES Covered Component. The Business Associate shall require the subcontractor or agent to agree:
 - i. To extend the protections of this Agreement to the PHI in the possession of the subcontractor or agent; and
 - ii. To limit further uses or disclosures of the PHI to the purpose that makes the return or destruction not feasible, for so long as the subcontractor or agent maintains the PHI.

5.3 Termination for Cause.

- 1. Breach. Upon the DES Covered Component's knowledge of a material breach by the Business Associate of the terms of this Agreement, the DES Covered Component shall take one or more of the following actions:
 - i. Provide an opportunity for the Business Associate to cure the breach within a specified timeframe;
 - ii. Terminate this Agreement and the underlying Contract if the Business Associate does not cure the breach or end the violation within the time specified by the DES Covered Component, or if a cure of the breach is not possible;
 - iii. Immediately terminate this Agreement and the underlying contract; or
 - iv. Report the violation to the Secretary, if neither termination nor cure is feasible.
- 2. Judicial or Administrative Proceedings. The DES Covered Component may terminate the Agreement if;
 - i. The Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws; or
 - ii. There is a governmental agency or tribunal finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA regulations or other security or privacy laws.

6.0 MISCELLANEOUS

0 of 10 Revision 4 Issued: 03/26/10

- 6.1 HIPAA Reference. A reference in this Agreement to HIPAA or the Privacy Rule means the regulation including the HITECH Act of 2009, as in effect on the effective date or as subsequently amended, and for which compliance is required. (45 C.F.R. § 160, §162, and §164 and 42 U.S.C. §17938).
- 6.2. Amendment. The parties agree to take the action necessary to amend this Agreement from time to time so that the DES Covered Component may comply with the requirements of HIPAA, HITECH, court decisions and any regulatory changes.
- 6.3 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the DES Covered Component to comply with the HIPAA and HITECH Rules.

Contractor hereby acknowledges receipt and acceptance of this HIPAA Business Associate Agreement and that a signed copy	The above referenced HIPAA Business Associate Agreement
must be filed with the DES Procurement	is hereby executed this _
Office.	day of201_ by the
	Department of Economic Security.
Signature Date	
Tommie C. Martin.	
Printed Name	DES Chief Privacy Officer
Chairman, Gila County Board of Supervisors	
Title	
Gila County dba Gila Employment and Special Training	Data d Nove
Name of Contractor	Printed Name

Page 10 of 10 Revision 4

Issued: 03/26/10



CONTRACT AMENDMENT

Contract No.: 05785

Amendment No.: 2 Date:

Arizona Department of Economic Security 1789 W Jefferson Street, Mail Drop 1222, Phoenix, AZ 85007

In accordance with Uniform Terms and Conditions 5.1, Amendments, this contract is hereby amended as follows:

On August 6, 2016, Arizona State Legislature passed A.R.S. §35-393.01 which prohibitions any public entity from contracting with a company which participates in the boycott of Israel. To ensure compliance with A.R.S. §35-393.01, each Contractor must provide written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. The written certification is unilaterally added to the Contract file upon completion by the Contractor.

As defined by A.R.S. §35-393.01:

- 1."Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
- 2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
- 3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
- 4."Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
- 5."Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
- 6. "Public fund" means the state treasurer or a retirement system.
- 7. "Restricted companies" means companies that boycott Israel.
- 8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

An Contra	actors must select one of the following:
	My company does not participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01.
	My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01. :
-	ting this response, Contractor agrees to indemnify and hold the State, its agents and employees, harmless from any causes of action relating to the State's action based upon reliance on the above representations, including the

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

SIGNATURE DATE

payment of all costs and attorney fees incurred by the State in defending such an action.

Tommie C. Martin, Chairman, Gila County Board of Supervisors

PRINTED NAME AND TITLE

FEI#: 866000444

Vendor: Gila Employment and Special Training

Contract#: 05785

Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

INSTRUCTIONS:

The Applicant must respond to each of the following items, then print and sign the document and attach hardcopies of the applicable submittals. The submittals shall indicate the item number to which it corresponds and also include the Applicant's Federal Employer Identification Number (FEIN).

Does the Applicant/Qualified Vendor agree to maintain and comply with any license(s), certification(s), and/or registration(s) set forth under federal or Arizona law, rules, or policy for the provision of each developmental disability service applied for?

Yes

Does the Applicant/Qualified Vendor understand that payment will not be made for services delivered prior to the effective date of any licensure, certification(s), and/or registration(s) required by federal or Arizona law, rules, or policy?

Yes

Has the Applicant/Qualified Vendor or any of its Key Personnel had a community developmental disability service or similar service license(s), certification(s) and/or registration(s) revoked, denied, or suspended in Arizona or in any other state within the past five (5) years? (For the purposes of these Assurances and Submittals, "Key Personnel" shall include the Applicant/Qualified Vendor if an individual, or if the Applicant/Qualified Vendor is a corporation or other entity, any partner, manager, director, officer, or person directly or indirectly controlling 10% or more of the outstanding voting shares or other ownership interest of the Applicant/Qualified Vendor)

No

- 3.1 If "yes", submit an explanation and current status.
- Has the Applicant/Qualified Vendor or any of its Key Personnel been a party to any contract terminated for cause relating to community developmental disability services or similar services in Arizona or in any other state within the past five (5) years?

No

- 4.1 If "yes", submit a detailed description of such terminations.
- Has the Applicant/Qualified Vendor or any of its Key Personnel been a party to any litigation relating to community developmental disability services or similar services in Arizona or in any other state within the past five (5) years?

No

- 5.1 If "yes", submit a detailed description of such terminations.
- Are there any court actions or judgments pending or entered within the last five (5) years against the Applicant/Qualified Vendor or any of its Key Personnel related to the provision of community developmental disability services or similar services in Arizona or in any other state?

No

6.1 If "yes", submit a summary of those suits or judgments and describe actions the Applicant/Qualified Vendor has taken to prevent future suits or judgments.

FEI#: 866000444

Vendor: Gila Employment and Special Training

Contract#: 05785

Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

7 Has the Applicant/Qualified Vendor or any of its Key Personnel been convicted of a criminal offense related to Medicare, Medicaid, or the State Children's Health Insurance Program? No

- 7.1 If "yes", submit a summary of those suits or judgments and describe actions the Applicant/Qualified Vendor has taken to prevent future suits or judgments.
- Has the Applicant/Qualified Vendor or any of its Key Personnel been convicted of a felony?

No

- 8.1 If "yes", submit information on the Key Personnel and the conviction.
- 9 Has any federal or state agency ever made a finding of noncompliance with any civil rights requirements with respect to the Applicant/Qualified Vendor or any of its Key Personnel?

No

- 9.1 If "yes", submit an explanation.
- Has the Applicant/Qualified Vendor or any of its Key Personnel been debarred, suspended, or otherwise lawfully prohibited from any public procurement activity, or does the Applicant/Qualified Vendor employ, consult, subcontract with, or otherwise reimburse for services any person substantially involved in the management of another entity that is now debarred, suspended, or otherwise lawfully prohibited from any public procurement activity?

No

- 10.1 If "yes", submit an explanation.
- 10.2 Is a suspension or debarment currently pending?

No

10.2.1 If "yes" to Assurance 10.2, submit an explanation.

No

- Are there any judgments, tax deficiencies or claims pending or entered against the Applicant/Qualified Vendor or against any entity affiliated by common ownership or directorship with the Applicant/Qualified Vendor that would require disclosure in an audited financial statement or that would affect the financial stability of the Applicant/ Qualified Vendor? (For purposes of these Assurances and Submittals, "common ownership" means that persons owning over 25% of the Applicant/Qualified Vendor's outstanding voting shares or other ownership interests also own over 25% of another corporation or entity's outstanding voting shares or other ownership interests; "common directorship" means that a majority of the persons comprising the directors or Applicant/ Qualified Vendor, or performing similar management and oversight functions if the Applicant/Qualified Vendor is limited liability company or other non-corporate entity, also comprise the majority of the directors of another corporation or persons performing similar management and oversight functions with respect to a limited liability company or other non-corporate entity.)
 - 11.1 If "yes", submit a disclosure statement.
- Has the Applicant/Qualified Vendor or any of its Key Personnel declared bankruptcy within the last seven (7) years?

No

12.1 If "yes", submit the most recent or the final court-approved order disposing of the case, including any court-approved plans.

FEI#: 866000444

Vendor: Gila Employment and Special Training

Contract#: 05785

Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

13		e Applicant/Qualified Vendor a corporation or other entity that is affiliated with another oration or entity?	No
	13.1	If "yes", submit an organizational chart that demonstrates ownership and/or corporate affiliations.	
14	relat Divis	is the Applicant/Qualified Vendor or any of its Key Personnel or administrative staff have a live, as defined in Arizona Revised Statutes ("A.R.S.") § 38-502, who is an employee of the sion with direct or indirect responsibility for the purchasing, authorizing, monitoring, or uating of community developmental disability services or vendors?	No
	14.1	If "yes", submit a statement disclosing the conflict or potential conflict of interest.	
15	prov	e Applicant/Qualified Vendor required to make a full written disclosure pursuant to the ision of Section 6.4.9 (Substantial Interest Disclosure) of the DES/DDD Standard Terms Conditions for Qualified Vendors?	No
	15.1	If "yes", submit a full written disclosure of the proposed payments and amount.	
16	anti-	s the Applicant/Qualified Vendor certify that it did not engage in collusion or other competitive practices in connection with the preparation or submission of the Application or Amendment to the QVA?	Yes
17	DES	s the Applicant/Qualified Vendor certify that it will comply with Section 6.3.3 (Audit) of the Applicant/Qualified Vendors and prepare and submit to the sion the required financial reports according to the timeframe specified?	Yes
18	requ	s the Applicant/Qualified Vendor certify that it will submit the Certificates of Insurance, ired by Section 6.7.6 (Indemnification and Insurance) of the DES/DDD Standard Terms Conditions for Qualified Vendors, prior to accepting a referral or providing a service?	Yes
	18.1	Does the Applicant/Qualified Vendor understand that service authorizations and payments may be withheld unless the Applicant/Qualified Vendor has provided acceptable proof of insurance coverage as required by Section 6.7.6 (Indemnification and Insurance) of the DES/DDD Standard Terms and Conditions for Qualified Vendors?	Yes
	18.2	Does the Applicant/Qualified Vendor certify that it will submit any renewal or change to the Certificates of Insurance to the Division's Contract Management Unit within ten (10) business days of renewal or change?	Yes
	18.3	Does the Applicant/Qualified Vendor certify that the Applicant's/Qualified Vendor's Insurer or the Applicant/Qualified Vendor will provide the Division's Contract Management Unit with a copy of all notices of insurance cancellation (including, but not limited to, notices issued prior to the effective date of cancellation) immediately upon issuance or receipt?	Yes

FEI#: 866000444

Vendor: Gila Employment and Special Training

Contract#: 05785

Contract Status:

MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

No Will the Applicant/Qualified Vendor use a subcontractor(s) to provide QVA services? 19 If "yes" to Assurance 19, submit information about each subcontract as required in 19.1 Section 6.6.3 (Subcontracts) of the DES/DDD Standard Terms and Conditions for Qualified Vendors. No 19.2 If "yes" to Assurance 19, will the Applicant/Qualified Vendor provide all the required insurance for the subcontractor(s)? Yes If "no" to Assurance 19.2, does the Applicant/Qualified Vendor certify that it will obtain the 19.3 required Certificates of Insurance from the subcontractor(s) and submit the certificates to the Division's Contract Management Unit? No If "yes" to Assurance 19, does the Applicant/Qualified Vendor certify that its subcontracts incorporate by reference the entirety of the QVA and the Arizona Health Care Cost Containment System's ("AHCCCS") Minimum Subcontract Provisions? Yes Does the Applicant/Qualified Vendor warrant compliance with the Federal Immigration and 20 Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees and Key Personnel? No Is the Applicant/Qualified Vendor providing services through subcontractors? 20.1 No If "yes" to Assurance 20.1, does the Applicant/Qualified Vendor agree to obtain 20.1.1 statements from its subcontractors certifying compliance and furnish the statements to the Division upon request? These warranties shall remain in effect through the term of the QVA. The Applicant/ Qualified Vendor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the QVA. I-9 forms are available at www.USCIS.gov. Yes The State may request verification of compliance for any Qualified Vendor or 20.1.2 subcontractor performing work under the QVA. All costs necessary to verify compliance are the responsibility of the Qualified Vendor. Does the Applicant/Qualified Vendor understand this potential provision? Does the Applicant/Qualified Vendor warrant compliance with all Federal immigration laws and Yes 21 regulations relating to employees and warrant its compliance with A.R.S. § 23-214, subsection A? (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.")

FEI#: 866000444

Vendor: Gila Employment and Special Training

Contract#: 05785

Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

Yes Does the Applicant/Qualified Vendor certify that background checks for employment through 22 the ADES Child Protective Services ("CPS") Central Registry shall be conducted for each existing employee and subcontractors, including volunteers, who provide direct services to children or vulnerable adults? By answering "yes", the Applicant/ Qualified Vendor certifies that background checks for each subsequent employee, subcontractor, and volunteer will be done as required by law, regulation, and contract. The Applicant/Qualified Vendor may utilize Section 9, Attachment G, Request for Search of Central Registry for Background Check, of the RFQVA # DDD 710000 for this purpose. Does the Applicant/Qualified Vendor certify that before being employed or volunteering in Yes 22.1 a position that provides direct service to children or vulnerable adults, (1) persons shall certify on forms that are provided by the ADES whether an allegation of abuse or neglect was made against them and was substantiated, and (2), the completed forms shall be maintained as confidential? Yes Does the Applicant/Qualified Vendor certify that a person awaiting receipt of the CPS 22.2 Central Registry Background Check will be permitted to provide direct service to ADES clients only if the person has first completed and submitted the Direct Service Position certification and: (1) the person is not currently the subject of an investigation of child abuse or neglect in Arizona or any other state or jurisdiction, and (2) the person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding? Yes Does the Applicant/Qualified Vendor certify that if the Central Registry Background Check 22.3 specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients? Yes As a registered provider with the Arizona Health Care Cost Containment System Administration 23 ("AHCCCSA"), does the Applicant/Qualified Vendor certify that it will screen all employees, contractors, and/or subcontractors no less frequently than monthly to determine whether any of them have been excluded from participation in federally-funded health care programs by checking the following databases and any other such databases that may be prescribed? Yes The List of Excluded Individuals and Entities ("LEIE"), which may be accessed at 23.1 http://www.oig.hhs.gov/fraud/exclusions.asp? Yes The System for Award Management ("SAM"), which may be accessed at 23.2 https://www.sam.gov/portal/public/SAM/? Yes Will all solicitation amendments to RFQVA # DDD 710000 issued by the Division be 24 acknowledged by an authorized signature and will the signature page(s) of the Amendment(s) be submitted with the hardcopy Application? No Did a consultant assist the Applicant in completing the Application or assist the Qualified 25

Vendor in preparing an amendment to the awarded QVA?

FEI#: 866000444

Vendor: Gila Employment and Special Training

Contract#: 05785

Contract Status:

MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

25.1 If "yes", submit a list of the name(s) and affiliation(s) (i.e., company/business name) of each consultant.

Did the Applicant/Qualified Vendor use another Application for a QVA and/or an awarded QVA as a resource in preparing this Application or an amendment to the QVA?

No

- 26.1 If "yes", submit a list of the name(s) of each Applicant that submitted an Application and/or the name(s) of each awarded QVA that was used as a resource.
- 27 Is the hardcopy of the Qualified Vendor Application package or the QVA Amendment a true copy of the information submitted in electronic form in the QVADS and does it contain all required attachments and submittals?

Yes

I have the authority and responsibility to submit this Application and to act as a representative of the Applicant in all phases of the Application process or the Qualified Vendor in all phases of amending as awarded QVA.

The information provided in the Application or any subsequent Amendment, including information entered into the QVADS and any attachments and submittals, is true, correct, and accurate to the best of my knowledge. I understand that any false statements may disqualify this Application from further consideration or be cause for termination of the QVA.

I agree to notify the Division within ten (10) business days of any changes to the information provided in this Application or in any subsequent amendment Amendment of an awarded QVA.

Authorized Signature

86-6000444

Federal Employer Identification Number

FAILURE TO COMPLETE, SIGN, SUBMIT, AND UPDATE AS NECESSARY THIS FORM MAY BE CAUSE FOR REJECTION OF THE APPLICATION OR TERMINATION OF AN AWARDED QVA.

The Division may contact any source available to verify the information submitted in the Application or any subsequent Amendment proposed to an awarded QVA and may use this information and any additional information obtained from the source(s) in evaluating the Application or any subsequent Amendment to an awarded QVA.



RFQVA AMENDMENT

RFQVA No: DDD 710000

Amendment No: 1

Page 1 of 7

DEPARTMENT OF ECONOMIC SECURITY

Agency: Division of Developmental Disabilities

Address: 1789 W. Jefferson, Site Code 791A

Phoenix, Arizona 85007

Phone: (602) 542-6874

A signed copy of the signature page (page 7) of this amendment must be submitted with the hardcopy of the Application, or, if a Qualified Vendor Agreement has been awarded as of the date of issue of this amendment, the Qualified Vendor must return a signed copy of this amendment within 30 days of the date of issue to:

Contract Management Section
Business Operations – Site Code 791A
Arizona Department of Economic Security
Division of Developmental Disabilities
P.O. Box 6123
Phoenix, Arizona 85005

Please read the portions of each Section of your Agreement identified below for the changes made by this Amendment.

The full text of the amended Agreement is located at https://www.azdes.gov/ddd/

Amendments have been made to the identified portions of the specific Sections listed below:

RFQVA Application Submittal Checklist

Section 1: Notice of Request for Qualified Vendor Applications (RFQVA)

RFQVA Number: DDD 710000

Submittal Locations

Section 2: Table of Contents

Section 3: Instructions to Applicants

- 3.1 Inquiries
- 3.2 Application Preparation
- 3.3 RFQVA Schedule
- 3.4 Individual Independent Providers and Professional Independent Providers
- 3.6 Protests
- 3.7 Evaluation

Section 4: Background

- 4.1 Division of Developmental Disabilities Service Philosophy and Background
- 4.2 Program Eligibility
- 4.3 Program Description
- 4.4 Historically, How Is Arizona Doing?

Section 5: Service Requirements/Scope of Work

- 5.1 Provider Qualification
- 5.2 Staffing
- 5.3 Training
- 5.4 Delivery of Services
- 5.5 Service (Prior) Authorization
- 5.6 Vendor Calls and Referrals for Services
- 5.7 Member Planning Document and Related Activities
- 5.8 Quality Management Plan
- 5.9 Transition of Members to Other Providers
- 5.10 Recordkeeping
- 5.11 Application and Use of RateBook and Billing Manual

Section 6: DES/DDD Standard Terms and Conditions for Qualified Vendors

- 6.1 Definitions
- 6.2 Agreement Interpretation
- 6.3 Agreement Administration and Operation
- 6.4 Costs and Payments
- 6.5 Accountability
- 6.6 Agreement Changes
- 6.7 Risk and Liability
- 6.8 Warranties
- 6.9 State's Contractual Remedies
- 6.10 Agreement Termination
- 6.11 Agreement Claims and Controversies
- 6.12 Contingency Planning
- 6.13 Certifications

Section 7: Service Specifications

Attendant Care

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Rate Basis

Direct Service Staff Qualifications

Direct Service Training Requirements

Recordkeeping and Reporting Requirements

Center-Based Employment

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Rate Basis

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Day Treatment and Training, Adult

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Rate Basis

Recordkeeping and Reporting Requirements

Day Treatment and Training, Child (After School)

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Rate Basis

Recordkeeping and Reporting Requirements

Day Treatment and Training, Child (Summer)

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Rate Basis

Recordkeeping and Reporting Requirements

Employment Support Aide

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Group Supported Employment

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Outcomes

Service Utilization Information

Rate Basis

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Habilitation Communication

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Habilitation, Community Protection and Treatment Hourly

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Habitation, Consultation (New Service)

Habilitation, Early Childhood Autism Specialized (New) Replaces Habilitation, Specialized Behavior

Habilitation, Group Home

Additional Service Description for Community Protection and Treatment

Service Requirements and Limitations (All Group Homes)

Service Goals and Objectives

Service Utilization Information

Rate Basis

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements (All Group Homes)

Habilitation, Hourly Support

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Habilitation, Individually Designed Living Arrangement

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Rate Basis

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Habilitation, Music Therapy

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Rate Basis

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Habilitation, Nursing Supported Group Home

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Habilitation, Vendor Supported Developmental Home (Child and Adult)

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Home Health Aide

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff and Agency Qualifications

Recordkeeping and Reporting Requirements

Homemaker (formally Housekeeping)

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff Qualifications

Direct Service Staff Training Requirements

Recordkeeping and Reporting Requirements

Individual Supported Employment

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Rate Basis

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Nursing

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff and Agency Qualifications

Recordkeeping and Reporting Requirements

Occupational Therapy

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Person-Centered Planning Facilitation

Service Not Being Solicited

Physical Therapy

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Respiratory Therapy

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information
Direct Service Staff and Agency Qualifications
Recordkeeping and Reporting Requirements

Respite

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff Qualifications

Direct Service Training Requirements

Recordkeeping and Reporting Requirements

Room and Board, All Group Homes

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Recordkeeping and Reporting Requirements

Room and Board, Vendor Supported Developmental Home (Child and Adult)

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Speech Therapy

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Support Coordination

Service Not Being Solicited

Transition to Employment (New Service)

Transportation

Service Description

Service Requirements and Limitations

Service Goals and Objectives

Service Utilization Information

Direct Service Staff Qualifications

Recordkeeping and Reporting Requirements

Section 8: Arizona Geographic Map

Section 9: Attachment A - Application and Agreement Award

Section 9: Attachment E - ADES Data Sharing Request and Agreement

Replaces Hardcopy Version of Assurances and Submittals

Section 9: Attachment G - Central Registry Search Request Section 9: Attachment H – Business Plan Section 9: Attachment I – Contingency Plan Replaces Contractors Pandemic Planning Checklist Throughout the Request for Qualified Vendor Application ("RFQVA") and the Qualified Vendor Agreement ("QVA" or "Agreement"), the following changes have been made uniformly: References to "consumer" have been changed to "member". References to "Individual Support Plan" and "Individualized Family Service Plan" have been changed to "planning document". References to "Individual Support Plan Team" and "Individualized Family Service Plan Team" have been changed to "planning team". The "Hardcopy Version of Assurances and Submittals" is removed from the solicitation. BY SIGNING BELOW, THE QUALIFIED VENDOR AGREES TO AND ACCEPTS THE REVISED PROVISIONS OF RFQVA # DDD 71000, AS AMENDED BY THIS AMENDMENT NUMBER 1. TO THE EXTENT THAT ANY PROVISION OF RFOVA # DDD 710000 IS NOT INCLUDED IN THIS AMENDMENT, SUCH PROVISION SHALL REMAIN IN EFFECT. Applicant hereby acknowledges receipt and understanding The above referenced RFQVA Amendment is hereby of the above RFQVA amendment. Executed this 1st day of September, 2014 at Phoenix Arizona Signature Signature Date Michael A. Pastor, Chairman, Gila County Board Leah D. Gibbs, DDD Contracts Administrator of Supervisors Types Name and Title of Authorized Signatory Typed Name and Title of Authorized Signatory Gila County dba Gila Employment and Special Training Name of Qualified Vendor (on W-9) 86-6000444 Qualified Vendor FEIN (on W-9) 05785 Qualified Vendor Agreement Number on QVA

Contract: 05785 as Amended through Number: 5102

FEI#: 866000444

Vendor: Gila Employment and Special Training

Contract#: 05785

Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

INSTRUCTIONS:

The Applicant must respond to each of the following items, then print and sign the document and attach hardcopies of the applicable submittals. The submittals shall indicate the item number to which it corresponds and also include the Applicant's Federal Employer Identification Number (FEIN).

Does the Applicant/Qualified Vendor agree to maintain and comply with any license(s), certification(s), and/or registration(s) set forth under federal or Arizona law, rules, or policy for the provision of each developmental disability service applied for?

Yes

Does the Applicant/Qualified Vendor understand that payment will not be made for services delivered prior to the effective date of any licensure, certification(s), and/or registration(s) required by federal or Arizona law, rules, or policy?

Yes

Has the Applicant/Qualified Vendor or any of its Key Personnel had a community developmental disability service or similar service license(s), certification(s) and/or registration(s) revoked, denied, or suspended in Arizona or in any other state within the past five (5) years? (For the purposes of these Assurances and Submittals, "Key Personnel" shall include the Applicant/Qualified Vendor if an individual, or if the Applicant/Qualified Vendor is a corporation or other entity, any partner, manager, director, officer, or person directly or indirectly controlling 10% or more of the outstanding voting shares or other ownership interest of the Applicant/Qualified Vendor)

No

- 3.1 If "yes", submit an explanation and current status.
- Has the Applicant/Qualified Vendor or any of its Key Personnel been a party to any contract terminated for cause relating to community developmental disability services or similar services in Arizona or in any other state within the past five (5) years?

No

- 4.1 If "yes", submit a detailed description of such terminations.
- A 5 Has the Applicant/Qualified Vendor or any of its Key Personnel been a party to any litigation relating to community developmental disability services or similar services in Arizona or in any other state within the past five (5) years?

No

- 5.1 If "yes", submit a detailed description of such terminations.
- Are there any court actions or judgments pending or entered within the last five (5) years against the Applicant/Qualified Vendor or any of its Key Personnel related to the provision of community developmental disability services or similar services in Arizona or in any other state?

No

6.1 If "yes", submit a summary of those suits or judgments and describe actions the Applicant/Qualified Vendor has taken to prevent future suits or judgments.

Contract: 05785 as Amended through Number: 5102

FEI#: 866000444

Vendor: Gila Employment and Special Training

Contract#: 05785

Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

A 7 Has the Applicant/Qualified Vendor or any of its Key Personnel been convicted of a criminal offense related to Medicare, Medicaid, or the State Children's Health Insurance Program?

No

- If "yes", submit a summary of those suits or judgments and describe actions the 7.1 Applicant/Qualified Vendor has taken to prevent future suits or judgments.
- A 8 Has the Applicant/Qualified Vendor or any of its Key Personnel been convicted of a felony?

No

- If "yes", submit information on the Key Personnel and the conviction. 8.1
- Has any federal or state agency ever made a finding of noncompliance with any civil rights requirements with respect to the Applicant/Qualified Vendor or any of its Key Personnel?

No

- 9.1 If "yes", submit an explanation.
- **A** 10 Has the Applicant/Qualified Vendor or any of its Key Personnel been debarred, suspended, or otherwise lawfully prohibited from any public procurement activity, or does the Applicant/Qualified Vendor employ, consult, subcontract with, or otherwise reimburse for services any person substantially involved in the management of another entity that is now debarred, suspended, or otherwise lawfully prohibited from any public procurement activity?

No

- If "yes", submit an explanation. 10.1
- Is a suspension or debarment currently pending? 10.2
 - 10.2.1 If "yes" to Assurance 10.2, submit an explanation.
- Are there any judgments, tax deficiencies or claims pending or entered against the Applicant/Qualified Vendor or against any entity affiliated by common ownership or directorship with the Applicant/Qualified Vendor that would require disclosure in an audited financial statement or that would affect the financial stability of the Applicant/ Qualified Vendor? (For purposes of these Assurances and Submittals, "common ownership" means that persons owning over 25% of the Applicant/Qualified Vendor's outstanding voting shares or other ownership interests also own over 25% of another corporation or entity's outstanding voting shares or other ownership interests: "common directorship" means that a majority of the persons comprising the directors or Applicant/ Qualified Vendor, or performing similar management and oversight functions if the Applicant/Qualified Vendor is limited liability company or other non-corporate entity, also comprise the majority of the directors of another corporation or persons performing similar management and oversight functions with respect to a limited liability company or other non-corporate entity.)

No

- 11.1 If "yes", submit a disclosure statement.
- Has the Applicant/Qualified Vendor or any of its Key Personnel declared bankruptcy within the **A** 12 last seven (7) years?

No

If "yes", submit the most recent or the final court-approved order disposing of the case, 12.1 including any court-approved plans.

Contract: 05785 as Amended through Number: 5102

FEI#: 866000444

Vendor: Gila Employment and Special Training

Contract#: 05785 Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

A	13		ne Applicant/Qualified Vendor a corporation or other entity that is affiliated with another poration or entity?	No
		13.1	If "yes", submit an organizational chart that demonstrates ownership and/or corporate affiliations.	
A	14	relat Divis	s the Applicant/Qualified Vendor or any of its Key Personnel or administrative staff have a tive, as defined in Arizona Revised Statutes ("A.R.S.") § 38-502, who is an employee of the sion with direct or indirect responsibility for the purchasing, authorizing, monitoring, or uating of community developmental disability services or vendors?	No
		14.1	If "yes", submit a statement disclosing the conflict or potential conflict of interest.	
A	15	prov	e Applicant/Qualified Vendor required to make a full written disclosure pursuant to the rision of Section 6.4.9 (Substantial Interest Disclosure) of the DES/DDD Standard Terms Conditions for Qualified Vendors?	No
		15.1	If "yes", submit a full written disclosure of the proposed payments and amount.	
A	16	anti-	s the Applicant/Qualified Vendor certify that it did not engage in collusion or other competitive practices in connection with the preparation or submission of the Application or Amendment to the QVA?	Yes
A	17	DES	s the Applicant/Qualified Vendor certify that it will comply with Section 6.3.3 (Audit) of the S/DDD Standard Terms and Conditions for Qualified Vendors and prepare and submit to the sion the required financial reports according to the timeframe specified?	Yes
A	18	requ	s the Applicant/Qualified Vendor certify that it will submit the Certificates of Insurance, ired by Section 6.7.6 (Indemnification and Insurance) of the DES/DDD Standard Terms Conditions for Qualified Vendors, prior to accepting a referral or providing a service?	Yes
	A	18.1	Does the Applicant/Qualified Vendor understand that service authorizations and payments may be withheld unless the Applicant/Qualified Vendor has provided acceptable proof of insurance coverage as required by Section 6.7.6 (Indemnification and Insurance) of the DES/DDD Standard Terms and Conditions for Qualified Vendors?	Yes
	A	18.2	Does the Applicant/Qualified Vendor certify that it will submit any renewal or change to the Certificates of Insurance to the Division's Contract Management Unit within ten (10) business days of renewal or change?	Yes
	A	18.3	Does the Applicant/Qualified Vendor certify that the Applicant's/Qualified Vendor's Insurer or the Applicant/Qualified Vendor will provide the Division's Contract Management Unit with a copy of all notices of insurance cancellation (including, but not limited to, notices issued prior to the effective date of cancellation) immediately upon issuance or receipt?	Yes

Contract: 05785 as Amended through Number: 5102

FEI#: 866000444

Vendor: Gila Employment and Special Training

Contract#: 05785

MANAGEMENT APPROVED Contract Status:

ASSURANCES AND SUBMITTALS

Will the Applicant/Qualified Vendor use a subcontractor(s) to provide QVA services? A 19

No

- If "yes" to Assurance 19, submit information about each subcontract as required in 19.1 Section 6.6.3 (Subcontracts) of the DES/DDD Standard Terms and Conditions for Qualified Vendors.
- If "yes" to Assurance 19, will the Applicant/Qualified Vendor provide all the required 19.2 insurance for the subcontractor(s)?
- If "no" to Assurance 19.2, does the Applicant/Qualified Vendor certify that it will obtain the 19.3 required Certificates of Insurance from the subcontractor(s) and submit the certificates to the Division's Contract Management Unit?
- If "yes" to Assurance 19, does the Applicant/Qualified Vendor certify that its subcontracts 19.4 incorporate by reference the entirety of the QVA and the Arizona Health Care Cost Containment System's ("AHCCCS") Minimum Subcontract Provisions?
- A 20 Does the Applicant/Qualified Vendor warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees and Key Personnel?

Yes

Is the Applicant/Qualified Vendor providing services through subcontractors? A 20.1

No

- If "yes" to Assurance 20.1, does the Applicant/Qualified Vendor agree to obtain statements from its subcontractors certifying compliance and furnish the statements to the Division upon request? These warranties shall remain in effect through the term of the QVA. The Applicant/ Qualified Vendor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the QVA. I-9 forms are available at www.USCIS.gov.
- The State may request verification of compliance for any Qualified Vendor or 20.1.2 subcontractor performing work under the QVA. All costs necessary to verify compliance are the responsibility of the Qualified Vendor. Does the Applicant/Qualified Vendor understand this potential provision?
- Does the Applicant/Qualified Vendor warrant compliance with all Federal immigration laws and A 21 regulations relating to employees and warrant its compliance with A.R.S. § 23-214, subsection A? (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.")

Yes

Contract: 05785 as Amended through Number: 5102

FEI#: 866000444 Contract#: 05785 Vendor: Gila Employment and Special Training Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

Does the Applicant/Qualified Vendor certify that background checks for employment through the ADES Child Protective Services ("CPS") Central Registry shall be conducted for each existing employee and subcontractors, including volunteers, who provide direct services to children or vulnerable adults? By answering "yes", the Applicant/ Qualified Vendor certifies that background checks for each subsequent employee, subcontractor, and volunteer will be done as required by law, regulation, and contract. The Applicant/Qualified Vendor may utilize Section 9, Attachment G, Request for Search of Central Registry for Background Check, of the RFQVA # DDD 710000 for this purpose.

Yes

Does the Applicant/Qualified Vendor certify that before being employed or volunteering in a position that provides direct service to children or vulnerable adults, (1) persons shall certify on forms that are provided by the ADES whether an allegation of abuse or neglect was made against them and was substantiated, and (2), the completed forms shall be maintained as confidential?

Yes

Does the Applicant/Qualified Vendor certify that a person awaiting receipt of the CPS Central Registry Background Check will be permitted to provide direct service to ADES clients only if the person has first completed and submitted the Direct Service Position certification and: (1) the person is not currently the subject of an investigation of child abuse or neglect in Arizona or any other state or jurisdiction, and (2) the person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding?

Yes

Does the Applicant/Qualified Vendor certify that if the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients?

Yes

As a registered provider with the Arizona Health Care Cost Containment System Administration ("AHCCCSA"), does the Applicant/Qualified Vendor certify that it will screen all employees, contractors, and/or subcontractors no less frequently than monthly to determine whether any of them have been excluded from participation in federally-funded health care programs by checking the following databases and any other such databases that may be prescribed?

Yes

▲ 23.1 The List of Excluded Individuals and Entities ("LEIE"), which may be accessed at http://www.oig.hhs.gov/fraud/exclusions.asp?

Yes

The System for Award Management ("SAM"), which may be accessed at https://www.sam.gov/portal/public/SAM/?

Yes

Will all solicitation amendments to RFQVA # DDD 710000 issued by the Division be acknowledged by an authorized signature and will the signature page(s) of the Amendment(s) be submitted with the hardcopy Application?

Yes

Did a consultant assist the Applicant in completing the Application or assist the Qualified Vendor in preparing an amendment to the awarded QVA?

No

Contract: 05785 as Amended through Number: 5102

FEI#: 866000444

Vendor: Gila Employment and Special Training

Contract#: 05785

Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

25.1 If "yes", submit a list of the name(s) and affiliation(s) (i.e., company/business name) of each consultant.

Did the Applicant/Qualified Vendor use another Application for a QVA and/or an awarded QVA as a resource in preparing this Application or an amendment to the QVA?

No

- 26.1 If "yes", submit a list of the name(s) of each Applicant that submitted an Application and/or the name(s) of each awarded QVA that was used as a resource.
- Is the hardcopy of the Qualified Vendor Application package or the QVA Amendment a true copy of the information submitted in electronic form in the QVADS and does it contain all required attachments and submittals?

Yes

I have the authority and responsibility to submit this Application and to act as a representative of the Applicant in all phases of the Application process or the Qualified Vendor in all phases of amending as awarded QVA.

The information provided in the Application or any subsequent Amendment, including information entered into the QVADS and any attachments and submittals, is true, correct, and accurate to the best of my knowledge. I understand that any false statements may disqualify this Application from further consideration or be cause for termination of the QVA.

I agree to notify the Division within ten (10) business days of any changes to the information provided in this Application or in any subsequent amendment Amendment of an awarded QVA.

Authorized Signature Michael A. Pastor, Chairman

9-16-14

Gila County Board of Supervisors

Date

86-6000444

Federal Employer Identification Number

FAILURE TO COMPLETE, SIGN, SUBMIT, AND UPDATE AS NECESSARY THIS FORM MAY BE CAUSE FOR REJECTION OF THE APPLICATION OR TERMINATION OF AN AWARDED QVA.

The Division may contact any source available to verify the information submitted in the Application or any subsequent Amendment proposed to an awarded QVA and may use this information and any additional information obtained from the source(s) in evaluating the Application or any subsequent Amendment to an awarded QVA.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Information Security Administration, 1720 W. Madison St., Site 820Z Phoenix, AZ 85007

Phone: (602) 771-2670 · Fax: (602) 364-0481

DATA-SHARING REQUEST/AGREEMENT

BETWEEN

Division of Developmental Disabilities

(DES Division/Administration/Program/Office Name or External Organization Name)

AND

DATA MANAGER: ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Donna Schneider		
n/Program/Office Name)		
n/Program/Office Name)		
n/Program/Office Name)		
n/Program/Office Name)		
Agreement No.:		

SECTION I. REQUEST (Completed by Requesting Entity) Use attachment if necessary			
1a. PURPOSE OF THIS REQUEST (What information is being red			
In order to provide the services agreed upon in the Quevelopmental Disabilities may provide to the Qualifications of the Division including, but not limited medical records, and service related reports.	ed Vendor information relating to persons receiving		
11. DIFORMATION TEORNIOLOGY, AND CONDICCTOR	77/		
1b. INFORMATION TECHNOLOGY AND CONNECTIVITY Data is sent by the Division via secure email. Data can			
Data is sent by the Division via secure email. Data can	De lettleved via the Division secure 111 site.		
The requester enters all information required for successful co Staff.	mmunication between the requesting entity and the DES IT		
	mmunication between the requesting entity and the DES IT Phone: (928)425 -7631, Ex. 8664		
Staff.	_		
Staff. Contact Name (1): Helene Lopez	Phone: (928)425 -7631, Ex. 8664 Phone: (928)425 -7631 pe, Arizona 85501		
Staff. Contact Name (1): Helene Lopez Contact Name (2): Malissa Buzan Contact Address: 5515 S. Apache Ave. Suite 200, Glo Contact (1) E-Mail Address:	Phone: (928)425 -7631, Ex. 8664 Phone: (928)425 -7631 De, Arizona 85501 Contact (2) E-Mail Address:		
Staff. Contact Name (1): Helene Lopez Contact Name (2): Malissa Buzan Contact Address: 5515 S. Apache Ave. Suite 200, Glob	Phone: (928)425 -7631, Ex. 8664 Phone: (928)425 -7631 pe, Arizona 85501		

SECTION I. (cont.) REQUEST (Completed by Requesting Entity) Use attachment if necessary			
2. CITE LAW, REGULATION, DIRECTIVE OR OTHER BASIS FOR TH			
The Qualified Vendor uses Division data to provide services as contemplated by A.R.S. § 36-557; the vendor shall safeguard confidential information in accordance with Federal and State laws and regulations, including but not limited to, A.R.S. §§ 36-568.01, 36-2932, and 41-1959, the Health Information Portability and Accountability Act (45 Code of Federal Regulations Parts 160 and 164), and Arizona Health Care Cost Containment System/Arizona Long Term Care System rules.			
3. WILL OTHER ENTITIES INTERPACE WITH YOUR AGENCY? Yes No If Yes, identify entity and reason(s): PLEA!	SE COMPLETE		
4. WILL INFORMATION BE DISCLOSED/SHARED WITH ANOTHER ENTITY? Yes No If Yes, identify entity and reason(s) for disclosure	re: PLEASE COMPLETE		,
5. WILL DES DATA BE REPACKAGED/INCLUDED IN OTHER DATA BASES, FILES, TAPES, ETC. Yes No If Yes, identify entity and reason(s): PLEASE COMPLETE			
6. DESIRED OUTPUT (Printout, tape, terminal access/display, etc.)			
7. DESCRIBE SAFEGUARDS IN PLACE TO GUARD AGAINST UNAUTHORIZED ACCESS/C	DISCLOSURE OF THE INFORMATION		
PLEASE COMPLETE			
PRINT NAME AND TITLE OF AUTHORIZED CONTACT	PHONE NO. (928)425 -7631, Ex	8664	DATE
Helene Lopez, Program Manager	FAX (928)425-9468 E-MAIL hlopez@gilacountyaz.		8-13-14
MAILING ADDRESS/SITE CODE	CITY	STATE	ZIP CODE
5515 S. Apache Ave., Ste 200	Globe	AZ	855Ō1

SECTION II. STIPULATIONS REGARDING THE USE OF INFORMATION

STIPULATIONS APPLICABLE TO THE REQUESTING ENTITY:

- 1. Disclosure of the data provided to the Requesting Entity is not permitted unless specifically authorized.
- 2. Repackaging or redistribution of data or screens, or creation of separate files will not be permitted unless specifically authorized.
- 3. The data shall be used only to assist in valid administrative needs as stated in Section I, item 1 of this Agreement.
- 4. All data shall be stored in a physically secure facility.
- 5. All data in electronic format shall be stored or processed so that unauthorized persons cannot retrieve the information by means of a computer, remote access, or other means.
- 6. Only authorized staff will be given access needed to accomplish the purpose(s) specified in Section I, item 1 of this Agreement.
- 7. All staff shall attend an authorized data security awareness training class, where they will be instructed on confidentiality, privacy laws and penalties imposed when compliance is breached. All staff with access to DES systems and/or applications must complete an annual recertification security awareness training class as scheduled by DES.
- A Request for Terminal Access and Other Activity (J-125) shall be used to request specific access for each authorized staff
 member and must be signed by the staff supervisor or designee.
- 9. All authorized staff is required to sign a User Affirmation Statement (J-129), as a condition for using requested data. This affirmation statement must be resigned at three (3) year intervals as scheduled by DES.
- 10. Any personnel changes requiring change or removal of access as described in Section I, item 1 of this Agreement, shall be reported promptly to the respective data security analyst.
- 11. Federal and state audit and data security personnel may have access to offices and records of the requesting entity to monitor or verify compliance with this agreement.
- 12. This Data-Sharing Agreement will remain in effect for 10 years from the effective date unless otherwise stipulated in Section III or overridden by the Contract, a Memorandum Of Understanding or an InterAgency Agreement. If length is overridden by another document, please reference the document in Section III.
- 13. Upon Contract Termination, Media Sanitization procedures shall be adhered to in accordance to Arizona Statewide Policy P8250 v 1.0 The Business Unit shall sanitize digital and non-digital information system media containing Confidential information prior to disposal, release of organizational control, or release for reuse using defined sanitization techniques and procedures in accordance with the Media Protection Standard S8250. [NIST 800-53 MP-6] [HIPAA 164.310(d)(2)(i)] [HIPAA 164.310(d)(2)(ii)] [IRS Pub 1075]
- 14. All DES Contracts retention terms and conditions will be adhered to as written on the said contract unless otherwise stated and DES Retention Policy ((DES 1-37-12-(01)(02)(03)) is applicable.

STIPULATIONS APPLICABLE TO PROVIDER:

- 1. DES will use the Requesting Entity employee identifying information solely for the purpose of establishing on-line access.
- 2. Only authorized DES employees will have access to requesting agency employee data.
- 3. In accordance with applicable federal, state, and/or local privacy regulations, DES will protect all information collected from the Requesting Entity.

STIPULATIONS APPLICABLE TO HIPAA - HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT:

- All staff shall attend an authorized HPAA awareness training class, where they will be instructed on confidentiality, privacy, information safeguards and penalties imposed when compliance is breached.
- 2. If applicable, there is a "Business Associate Contract" [45 CFR 164.502(e), 154.504(e). 164.532(d) & (e)] on file and will be attached to this data sharing agreement as an addendum.

SECTION III (1). ADDITI			
1.0 This data sharing agreement shall have the same ter	m as the Qu	ualified Vendor Agreeme	ent.
3.01304			
		A CONTRACTOR OF THE CONTRACTOR	
			· · · · · · · · · · · · · · · · · · ·
		· · · · · · · · · · · · · · · · · · ·	
Print Name Helene Lopez		PHONE NO.	DATE
Signature		(928)425 -7631	
03.000			
SECTION IV (1-A). RECOMMENDATIONS (C	ompleted b	y the data managing pro	ogram)
Recommend APPROVAL			
Request is not recommended for approval.			
Print Name	SITE CODE	PHONE NO.	DATE
Signature		() -	

SECTION IV (1-B). HIPAA RECOMMENDATIONS (Con	npleted by t	he HIPAA DIVISION PRI	VACY OFFICER)
Recommend APPROVAL			
Request is not recommended for approval.		•	
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Print Name	SITE CODE	PHONE NO.	DATE
		1 / \	
Signature		() -	

J-119 DSA (02/2013) - PAGE 5b

SECTION III (2). ADDITIO	ONAL INFO	RMATION	
			· · · · · · · · · · · · · · · · · · ·
			
Print Name	· · · · · · · · · · · · · · · · · · ·	PHONE NO.	DATE
Signature		() -	
SECTION IV (2-A). RECOMMENDATIONS (Co	ompleted b	y the data managing program)
Recommend APPROVAL			
Request is not recommended for approval.			:
	SITE CODE	PHONE NO.	DATE
Print Name		() -	
Signature			
SECTION IV (2-B). HIPAA RECOMMENDATIONS (Com	pleted by ti	he HIPAA DIVISION PRIVACY	OFFICER)
Recommend APPROVAL	,		
Request is not recommended for approval.			
Print Name	SITE CODE	PHONE NO.	DATE
Signature			

SECTION III (3). ADDITION	ONAL INFO	RMATION	
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Print Name		PHONE NO.	DATE
Signature		() -	
SECTION IV (3-A). RECOMMENDATIONS (Co	ompleted b	y the data managing program	n)
Recommend APPROVAL			•
Request is not recommended for approval.			
Print Name	SITE CODE	PHONE NO.	DATE
Signature			
SECTION IV (3-B). HIPAA RECOMMENDATIONS (Com	pleted by t	he HIPAA DIVISION PRIVAC	Y OFFICER)
Recommend APPROVAL			
Request is not recommended for approval.			
			;
Print Name	SITE CODE	PHONE NO.	DATE
Signature		() -	

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SECTION III (4). ADDITI	ONAL INFO	RMATION	
	er e		
Print Name		PHONE NO.	DATE
Signature		() -	
SECTION IV (4-A). RECOMMENDATIONS (C	omnieted h	v the data manading pro-	nram)
	ompleted b	y the data managing pro	grain,
Recommend APPROVAL Request is not recommended for approval.			
Print Name	SITE CODE	PHONE NO.	DATE
Signature		() -	
SECTION IV (4-B). HIPAA RECOMMENDATIONS (Con	npleted by t	the HIPAA DIVISION PRIV	/ACY OFFICER)
SECTION IV (4-B). HIPAA RECOMMENDATIONS (Con	npleted by t	the HIPAA DIVISION PRIV	/ACY OFFICER)
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Recommend APPROVAL Request is not recommended for approval. Print Name	npleted by t	PHONE NO.	
Recommend APPROVAL Request is not recommended for approval.			

SECTION III (5). ADDITI	ONAL INFO	RMATION	
	·		
Print Name		PHONE NO.	DATE
Signature		() -	
SECTION IV (5-A). RECOMMENDATIONS (C	ompleted b	y the data managing progran	1)
Recommend APPROVAL			
Request is not recommended for approval.			
Child Manager	SITE CODE	PHONE NO.	DATE
Print Name		() -	
Signature			
			/ OFFICER\
SECTION IV (5-B). HIPAA RECOMMENDATIONS (Con	npleted by t	ne HIPAA DIVISION PRIVAC	(OFFICER)
Recommend APPROVAL			
Request is not recommended for approval.			
Print Name	SITE CODE	PHONE NO.	DATE
Signature		` '	

Agreement No.:	925886	
Agreement No.:	925886	

SECTION V. APPROVAL (Completed by the requesting entity and the data managing program)

I attest to the correctness of the information provided in Section I and agree to the stipulations and costs listed in Section II and III. I agree to comply with all provisions of the DES Data Security Policy. Should any violations of the DES Data Security Policy occur, this Agreement may be terminated. I further understand that DES will periodically review the terms of the Agreement to ensure it conforms with DES Policies and Procedures. In the event changes in either federal or state law or regulations occur that conflict with the terms of the Agreement or render the terms of the Agreement void, impracticable, or otherwise impossible, this Agreement will terminate immediately. A new Agreement or an amendment to the existing Agreement will be initiated to provide for any changes, which cannot be accommodated within the provisions of the existing Agreement. The Requesting Entity shall hold harmless and indemnify the State of Arizona and its Department of Economic Security for any liability resulting from acts or ommissions attributable to the Requesting Entity.

IN WITNESS HERETO, the PARTIES have executed this Agreement by signature of their duly authorized officials: For the Requesting Entity: Entity Name Gila County dba Gila Employment and Special Training Print Signatory Name Michael A. Pastor Title Chairman, Gila County Board of Supervisors Signature For the Department of Economic Security: Entity Name **Donna Schneider** Print Signatory Name Donna Schneider Title FOCUS Manager Signature Date 7/24/2014 For the Department of Economic Security: Print Signatory Name Title Signature Date

RFQVA AMENDMENT RFQVA #s: DDD 704011, 704012, 704014, 704015 Amendment to Extend Final Term Dates of Qualified Vendor Agreements and Solicitation Page 1 of 2 DEPARTMENT OF ECONOMIC SECURITY Agency: Division of Developmental Disabilities Address: 1789 W. Jefferson, Site Code 791 A P.O. Box 6123 Phoenix, Arizona 85005 Phone: (602) 542-6808

A signed copy of the signature page, page 2, of this amendment must be submitted with the hard copy of the Application, or, if a Qualified Vendor Agreement has been awarded as of the date of issue of this amendment, the Qualified Vendor must return a signed copy of this amendment within 30 days of the date of issue to:

Contract Management Section
Business Operations – Site Code 791 A
Division of Developmental Disabilities
Arizona Department of Economic Security
P.O. Box 6123
Phoenix, Arizona 85005

The RFQVA is amended as follows:

This amendment extends the Agreement Term of all Qualified Vendor Agreements to 12/31/2010. This amendment supersedes both the Agreement Term stated in § 1, NOTICE OF REQUEST FOR QUALIFIED VENDOR APPLICATIONS (RFQVA) and § 6.3.8-9 of the Standard Terms and Conditions. The agreement can be terminated as specified in Section 6, DES/DDD Terms and Conditions.

No attachments or enclosures.

EXCEPT AS PREVIOUSLY AMENDED, ALL OTHER PROVISIONS OF THE RFQVA SHALL REMAIN IN THEIR ENTIRETY.

NOTE: IN ACCORDANCE WITH A.R.S. § 36-557.K, RATES FOR THE SERVICES PURCHASE THROUGH THIS RFQVA ARE INCLUDED IN THE MOST CURRENT RATEBOOK, WHICH IS AVAILABLE ON THE DIVISION'S WEBSITE.

RFQVA No: DDD-704011, 12, 14, 15 June 2010 Amendment to Extend Term Page 2 of 2

Applicant hereby acknowledges receipt and The above referenced RFQVA Amendment is hereby executed this _14th _ day of _May, 2010, understanding of the above RFQVA at Phoenix, Arizona. amendment. antonia Valladares Signature Signature Date Michael A. Pastor Antonia Valladares, DDD Contracts Administrator Typed Name and Title of Authorized Typed Name and Title of Authorized Signatory Signatory Gila County dba Gila Employment & Special Name of Qualified Vendor (On W-9) 86-6000444 Qualified Vendor FEIN (On W-9) DDD710000 Qualified Vendor Agreement Number (On QVA)

DDD QUALIFIED VENDOR APPLICATION Contract: 05785 as Amended through Number: 5102

FEI#: 866000444 Vendor: Gila Employment and Special Training Contract#: 05785 Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

INSTRUCTIONS:

The Applicant must respond to each of the following items, then print and sign the document and attach hardcopies of the applicable submittals. The submittals shall indicate the item number to which it corresponds and also include the Applicant's Federal Employer Identification Number (FEIN).

Does the Applicant/Qualified Vendor agree to maintain and comply with any license(s), certification(s), and/or registration(s) set forth under federal or Arizona law, rules, or policy for the provision of each developmental disability service applied for?

Yes

Does the Applicant/Qualified Vendor understand that payment will not be made for services delivered prior to the effective date of any licensure, certification(s), and/or registration(s) required by federal or Arizona law, rules, or policy? Yes

Has the Applicant/Qualified Vendor or any of its Key Personnel had a community developmental disability service or similar service license(s), certification(s) and/or registration(s) revoked, denied, or suspended in Arizona or in any other state within the past five (5) years? (For the purposes of these Assurances and Submittals, "Key Personnel" shall include the Applicant/Qualified Vendor if an individual, or if the Applicant/Qualified Vendor is a corporation or other entity, any partner, manager, director, officer, or person directly or indirectly controlling 10% or more of the outstanding voting shares or other ownership interest of the Applicant/Qualified Vendor)

No

- 3.1 If "yes", submit an explanation and current status.
- A Has the Applicant/Qualified Vendor or any of its Key Personnel been a party to any contract terminated for cause relating to community developmental disability services or similar services in Arizona or in any other state within the past five (5) years?

No

- 4.1 If "yes", submit a detailed description of such terminations.
- A 5 Has the Applicant/Qualified Vendor or any of its Key Personnel been a party to any litigation relating to community developmental disability services or similar services in Arizona or in any other state within the past five (5) years?

No

- 5.1 If "yes", submit a detailed description of such terminations.
- Are there any court actions or judgments pending or entered within the last five (5) years against the Applicant/Qualified Vendor or any of its Key Personnel related to the provision of community developmental disability services or similar services in Arizona or in any other state?

No

6.1 If "yes", submit a summary of those suits or judgments and describe actions the Applicant/Qualified Vendor has taken to prevent future suits or judgments.

DDD QUALIFIED VENDOR APPLICATION Contract: 05785 as Amended through Number: 5102

FEI#: 866000444 Vendor: Gila Employment and Special Training Contract#: 05785 Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

- A 7 Has the Applicant/Qualified Vendor or any of its Key Personnel been convicted of a criminal No offense related to Medicare, Medicaid, or the State Children's Health Insurance Program?
 - 7.1 If "yes", submit a summary of those suits or judgments and describe actions the Applicant/Qualified Vendor has taken to prevent future suits or judgments.
- ▲ 8 Has the Applicant/Qualified Vendor or any of its Key Personnel been convicted of a felony? No
 - 8.1 If "yes", submit information on the Key Personnel and the conviction.
- A 9 Has any federal or state agency ever made a finding of noncompliance with any civil rights No requirements with respect to the Applicant/Qualified Vendor or any of its Key Personnel?
 - 9.1 If "yes", submit an explanation.
- Has the Applicant/Qualified Vendor or any of its Key Personnel been debarred, suspended, or otherwise lawfully prohibited from any public procurement activity, or does the Applicant/Qualified Vendor employ, consult, subcontract with, or otherwise reimburse for services any person substantially involved in the management of another entity that is now debarred, suspended, or otherwise lawfully prohibited from any public procurement activity?
 - 10.1 If "yes", submit an explanation.
 - 10.2 Is a suspension or debarment currently pending?
 - 10.2.1 If "yes" to Assurance 10.2, submit an explanation.
- Are there any judgments, tax deficiencies or claims pending or entered against the Applicant/Qualified Vendor or against any entity affiliated by common ownership or directorship with the Applicant/Qualified Vendor that would require disclosure in an audited financial statement or that would affect the financial stability of the Applicant/ Qualified Vendor? (For purposes of these Assurances and Submittals, "common ownership" means that persons owning over 25% of the Applicant/Qualified Vendor's outstanding voting shares or other ownership interests also own over 25% of another corporation or entity's outstanding voting shares or other ownership interests; "common directorship" means that a majority of the persons comprising the directors or Applicant/ Qualified Vendor, or performing similar management and oversight functions if the Applicant/Qualified Vendor is limited liability company or other non-corporate entity, also comprise the majority of the directors of another corporation or persons performing similar management and oversight functions with respect to a limited liability company or other non-corporate entity.)
 - 11.1 If "yes", submit a disclosure statement.
- Has the Applicant/Qualified Vendor or any of its Key Personnel declared bankruptcy within the last seven (7) years?
 - 12.1 If "yes", submit the most recent or the final court-approved order disposing of the case, including any court-approved plans.

No

No

FEI#: 866000444

Contract#: 05785

Vendor: Gila Employment and Special Training Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

Contract: 05785 as Amended through Number: 5102

_	13		e Applicant/Qualified Vendor a corporation or other entity that is affiliated with another oration or entity?	No
		13.1	If "yes", submit an organizational chart that demonstrates ownership and/or corporate affiliations.	
A	14	relati Divis	the Applicant/Qualified Vendor or any of its Key Personnel or administrative staff have a ve, as defined in Arizona Revised Statutes ("A.R.S.") § 38-502, who is an employee of the ion with direct or indirect responsibility for the purchasing, authorizing, monitoring, or lating of community developmental disability services or vendors?	No
		14.1	If "yes", submit a statement disclosing the conflict or potential conflict of interest.	
A	15	provi	e Applicant/Qualified Vendor required to make a full written disclosure pursuant to the sion of Section 6.4.9 (Substantial Interest Disclosure) of the DES/DDD Standard Terms Conditions for Qualified Vendors?	No
		15.1	If "yes", submit a full written disclosure of the proposed payments and amount.	
A	16	anti-c	the Applicant/Qualified Vendor certify that it did not engage in collusion or other competitive practices in connection with the preparation or submission of the Application or Amendment to the QVA?	Yes
<u> </u>	17	DES/	the Applicant/Qualified Vendor certify that it will comply with Section 6.3.3 (Audit) of the /DDD Standard Terms and Conditions for Qualified Vendors and prepare and submit to the ion the required financial reports according to the timeframe specified?	Yes
A	18	requi	the Applicant/Qualified Vendor certify that it will submit the Certificates of Insurance, red by Section 6.7.6 (Indemnification and Insurance) of the DES/DDD Standard Terms Conditions for Qualified Vendors, prior to accepting a referral or providing a service?	Yes
	A	18.1	Does the Applicant/Qualified Vendor understand that service authorizations and payments may be withheld unless the Applicant/Qualified Vendor has provided acceptable proof of insurance coverage as required by Section 6.7.6 (Indemnification and Insurance) of the DES/DDD Standard Terms and Conditions for Qualified Vendors?	Yes
	_	18.2	Does the Applicant/Qualified Vendor certify that it will submit any renewal or change to the Certificates of Insurance to the Division's Contract Management Unit within ten (10) business days of renewal or change?	Yes
	A	18.3	Does the Applicant/Qualified Vendor certify that the Applicant's/Qualified Vendor's Insurer or the Applicant/Qualified Vendor will provide the Division's Contract Management Unit with a copy of all notices of insurance cancellation (including, but not limited to, notices issued prior to the effective date of cancellation) immediately upon issuance or receipt?	Yes

DDD QUALIFIED VENDOR APPLICATION Contract: 05785 as Amended through Number: 5102

FEI#: 866000444 Vendor: Gila Employment and Special Training Contract#: 05785 Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

Will the Applicant/Qualified Vendor use a subcontractor(s) to provide QVA services?

No

- 19.1 If "yes" to Assurance 19, submit information about each subcontract as required in Section 6.6.3 (Subcontracts) of the DES/DDD Standard Terms and Conditions for Qualified Vendors.
- 19.2 If "yes" to Assurance 19, will the Applicant/Qualified Vendor provide all the required insurance for the subcontractor(s)?
- 19.3 If "no" to Assurance 19.2, does the Applicant/Qualified Vendor certify that it will obtain the required Certificates of Insurance from the subcontractor(s) and submit the certificates to the Division's Contract Management Unit?
- 19.4 If "yes" to Assurance 19, does the Applicant/Qualified Vendor certify that its subcontracts incorporate by reference the entirety of the QVA and the Arizona Health Care Cost Containment System's ("AHCCCS") Minimum Subcontract Provisions?
- Does the Applicant/Qualified Vendor warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees and Key Personnel?

Yes

20.1 Is the Applicant/Qualified Vendor providing services through subcontractors?

No

- 20.1.1 If "yes" to Assurance 20.1, does the Applicant/Qualified Vendor agree to obtain statements from its subcontractors certifying compliance and furnish the statements to the Division upon request? These warranties shall remain in effect through the term of the QVA. The Applicant/ Qualified Vendor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the QVA. I-9 forms are available at www.USCIS.gov.
- 20.1.2 The State may request verification of compliance for any Qualified Vendor or subcontractor performing work under the QVA. All costs necessary to verify compliance are the responsibility of the Qualified Vendor. Does the Applicant/Qualified Vendor understand this potential provision?
- Does the Applicant/Qualified Vendor warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214, subsection A? (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.")

Yes

DDD QUALIFIED VENDOR APPLICATION Contract: 05785 as Amended through Number: 5102

FEI#: 866000444 Vendor: Gila Employment and Special Training Contract#: 05785 Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

			ASSURANCES AND SUBMITTALS	
•	22	the A existi childr backç as re 9, Att	the Applicant/Qualified Vendor certify that background checks for employment through DES Child Protective Services ("CPS") Central Registry shall be conducted for each ng employee and subcontractors, including volunteers, who provide direct services to ren or vulnerable adults? By answering "yes", the Applicant/ Qualified Vendor certifies that ground checks for each subsequent employee, subcontractor, and volunteer will be done quired by law, regulation, and contract. The Applicant/Qualified Vendor may utilize Section achment G, Request for Search of Central Registry for Background Check, of the RFQVA D 710000 for this purpose.	Yes
	A	22.1	Does the Applicant/Qualified Vendor certify that before being employed or volunteering in a position that provides direct service to children or vulnerable adults, (1) persons shall certify on forms that are provided by the ADES whether an allegation of abuse or neglect was made against them and was substantiated, and (2), the completed forms shall be maintained as confidential?	Yes
	A	22.2	Does the Applicant/Qualified Vendor certify that a person awaiting receipt of the CPS Central Registry Background Check will be permitted to provide direct service to ADES clients only if the person has first completed and submitted the Direct Service Position certification and: (1) the person is not currently the subject of an investigation of child abuse or neglect in Arizona or any other state or jurisdiction, and (2) the person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding?	Yes
	A	22.3	Does the Applicant/Qualified Vendor certify that if the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients?	Yes
<u> </u>	23	("AH(contr them	registered provider with the Arizona Health Care Cost Containment System Administration CCCSA"), does the Applicant/Qualified Vendor certify that it will screen all employees, actors, and/or subcontractors no less frequently than monthly to determine whether any of have been excluded from participation in federally-funded health care programs by king the following databases and any other such databases that may be prescribed?	Yes
	A	23.1	The List of Excluded Individuals and Entities ("LEIE"), which may be accessed at http://www.oig.hhs.gov/fraud/exclusions.asp?	Yes
	<u> </u>	23.2	The System for Award Management ("SAM"), which may be accessed at https://www.sam.gov/portal/public/SAM/?	Yes
<u> </u>	24	ackno	all solicitation amendments to RFQVA # DDD 710000 issued by the Division be owledged by an authorized signature and will the signature page(s) of the Amendment(s) abmitted with the hardcopy Application?	Yes
_	25	Did a	consultant assist the Applicant in completing the Application or assist the Qualified	No

Vendor in preparing an amendment to the awarded QVA?

DDD QUALIFIED VENDOR APPLICATION Contract: 05785 as Amended through Number: 5102

FEI#: 866000444 Vendor: Gila Employment and Special Training Contract#: 05785 Contract Status: MANAGEMENT APPROVED

ASSURANCES AND SUBMITTALS

25.1 If "yes", submit a list of the name(s) and affiliation(s) (i.e., company/business name) of each consultant.

Did the Applicant/Qualified Vendor use another Application for a QVA and/or an awarded QVA as a resource in preparing this Application or an amendment to the QVA?

No

- 26.1 If "yes", submit a list of the name(s) of each Applicant that submitted an Application and/or the name(s) of each awarded QVA that was used as a resource.
- Is the hardcopy of the Qualified Vendor Application package or the QVA Amendment a true copy of the information submitted in electronic form in the QVADS and does it contain all required attachments and submittals?

Yes

I have the authority and responsibility to submit this Application and to act as a representative of the Applicant in all phases of the Application process or the Qualified Vendor in all phases of amending as awarded QVA.

The information provided in the Application or any subsequent Amendment, including information entered into the QVADS and any attachments and submittals, is true, correct, and accurate to the best of my knowledge. I understand that any false statements may disqualify this Application from further consideration or be cause for termination of the QVA.

I agree to notify the Division within ten (10) business days of any changes to the information provided in this Application or in any subsequent amendment Amendment of an awarded QVA.

Authorized Signature Michael A. Pastor, Chairman
Gila County Board of Supervisors
86-6000444

Federal Employer Identification Number

FAILURE TO COMPLETE, SIGN, SUBMIT, AND UPDATE AS NECESSARY THIS FORM MAY BE CAUSE FOR REJECTION OF THE APPLICATION OR TERMINATION OF AN AWARDED QVA.

The Division may contact any source available to verify the information submitted in the Application or any subsequent Amendment proposed to an awarded QVA and may use this information and any additional information obtained from the source(s) in evaluating the Application or any subsequent Amendment to an awarded QVA.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Information Security Administration, 1720 W. Madison St., Site 820Z Phoenix, AZ 85007

Phone: (602) 771-2670 · Fax: (602) 364-0481

DATA-SHARING REQUEST/AGREEMENT

BETWEEN

REQU	UEST	ING :	ENT:	ITY:
------	------	-------	------	------

Division of Developmental Disabilities

(DES Division/Administration/Program/Office Name or External Organization Name)

AND

DATA MANAGER: ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Donna Schneider		
(Division/Administration	/Program/Office Name)	
(Division/Administration	/Program/Office Name)	
(Division/Administration	/Program/Office Name)	
(Division) Lamanismanon	Trogram Office Hanc)	
(Division/Administration	/Program/Office Name)	
fective Date:	Agreement No.:	

Contact Fax No: (928) 425-9468

SECTION I. REQUEST (Con Use attachmen				
1a. PURPOSE OF THIS REQUEST (What information is being req				
Developmental Disabilities may provide to the Qualifi	In order to provide the services agreed upon in the Qualified Vendor Agreement, the Division of Developmental Disabilities may provide to the Qualified Vendor information relating to persons receiving services through the Division including, but not limited to information contained in planning documents, medical records, and service related reports.			
1b. INFORMATION TECHNOLOGY AND CONNECTIVIT	Ϋ́			
Data is sent by the Division via secure email.Data can	be retrieved via the Division secure FTP site.			
The requester enters all information required for successful constaff.	mmunication between the requesting entity and the DES IT			
Contact Name (1): Helene Lopez	Phone: (928)425 -7631, Ex. 8664			
Contact Name (2): Malissa Buzan	Phone: (928) 425 -7631			
Contact Address: 5515 S. Apache Ave. Suite 200, Glob	pe, Arizona 85501			
Contact (1) E-Mail Address:	Contact (2) E-Mail Address:			
hlopez@gilacountyaz.gov	mbuzan@gilacountyaz.gov			

925886 J-119 DSA (02/2013) - PAGE 3 Agreement No.:

SECTION I. (cont.) REQUEST (Completed by Requesting Entity) Use attachment if necessary

2.	CITE LAW, REGULATION	DIRECTIVE OR OTHER	R BASIS FOR THIS REQUEST.

The Qualified Vendor uses Division data to provide services as contemplated by A.R.S. § 36-557; the vendor shall safeguard confidential information in accordance with Federal and State laws and

regulations, including but not limited to, A.R.S. §§ 36-568.01, 36-2932, and 41-1959, the Health Information Portability and Accountability Act (45 Code of Federal Regulations Parts 160 and 164), and Arizona Health Care Cost Containment System/Arizona Long Term Care System rules.				
3. WILL OTHER ENTITIES INTERFACE WITH YOUR AGENCY?				
Yes No If Yes, identify entity and reason(s): PLEAS	SE COMPLETE			
4. WILL IINFORMATION BE DISCLOSED/SHARED WITH ANOTHER ENTITY? ☐ Yes No If Yes, identify entity and reason(s) for disclosure	re: PLEASE COMPLETE			
5. WILL DES DATA BE REPACKAGED/INCLUDED IN OTHER DATA BASES, FILES, TAPES	ETC			
☐ Yes 🗷 No If Yes, identify entity and reason(s): PLEASE	•			
DESIRED OUTPUT (Printout, tape, terminal access/display, etc.)				
Secure email				
7. DESCRIBE SAFEGUARDS IN PLACE TO GUARD AGAINST UNAUTHORIZED ACCESS/D	DISCLOSURE OF THE INFORMATION			
PLEASE COMPLETE				
PRINT NAME AND TITLE OF AUTHORIZED CONTACT	PHONE NO. (020)425 -7624 F.::	1 0664	DATE	
Helene Lopez, Program Manager	PHONE NO. (928)425 -7631, Ex FAX (928)425 -9468 E-MAIL hlopez@gilacountyaz.		8-13-14	
MAILING ADDRESS/SITE CODE	CITY	STATE	ZIP CODE	
5515 S. Apache Ave., Ste 200	Globe	AZ	85501	

J-119 DSA (02/2013) - PAGE 4 Agreement No.: 925886

SECTION II. STIPULATIONS REGARDING THE USE OF INFORMATION

STIPULATIONS APPLICABLE TO THE REQUESTING ENTITY:

- 1. Disclosure of the data provided to the Requesting Entity is not permitted unless specifically authorized.
- 2. Repackaging or redistribution of data or screens, or creation of separate files will not be permitted unless specifically authorized.
- 3. The data shall be used only to assist in valid administrative needs as stated in Section I, item 1 of this Agreement.
- 4. All data shall be stored in a physically secure facility.
- 5. All data in electronic format shall be stored or processed so that unauthorized persons cannot retrieve the information by means of a computer, remote access, or other means.
- 6. Only authorized staff will be given access needed to accomplish the purpose(s) specified in Section I, item 1 of this Agreement.
- 7. All staff shall attend an authorized data security awareness training class, where they will be instructed on confidentiality, privacy laws and penalties imposed when compliance is breached. All staff with access to DES systems and/or applications must complete an annual recertification security awareness training class as scheduled by DES.
- 8. A **Request for Terminal Access and Other Activity (J-125)** shall be used to request specific access for each authorized staff member and must be signed by the staff supervisor or designee.
- 9. All authorized staff is required to sign a **User Affirmation Statement (J-129)**, as a condition for using requested data. This affirmation statement must be resigned at three (3) year intervals as scheduled by DES.
- 10. Any personnel changes requiring change or removal of access as described in Section I, item 1 of this Agreement, shall be reported promptly to the respective data security analyst.
- 11. Federal and state audit and data security personnel may have access to offices and records of the requesting entity to monitor or verify compliance with this agreement.
- 12. This Data-Sharing Agreement will remain in effect for 10 years from the effective date unless otherwise stipulated in Section III or overridden by the Contract, a Memorandum Of Understanding or an InterAgency Agreement. If length is overridden by another document, please reference the document in Section III.
- 13. Upon Contract Termination, Media Sanitization procedures shall be adhered to in accordance to Arizona Statewide Policy P8250 v 1.0 The Business Unit shall sanitize digital and non-digital information system media containing Confidential information prior to disposal, release of organizational control, or release for reuse using defined sanitization techniques and procedures in accordance with the Media Protection Standard S8250. [NIST 800-53 MP-6] [HIPAA 164.310(d)(2)(i)] [HIPAA 164.310(d)(2)(ii)] [IRS Pub 1075]
- 14. All DES Contracts retention terms and conditions will be adhered to as written on the said contract unless otherwise stated and DES Retention Policy ((DES 1-37-12-(01)(02)(03)) is applicable.

STIPULATIONS APPLICABLE TO PROVIDER:

- 1. DES will use the Requesting Entity employee identifying information solely for the purpose of establishing on-line access.
- 2. Only authorized DES employees will have access to requesting agency employee data.
- 3. In accordance with applicable federal, state, and/or local privacy regulations, DES will protect all information collected from the Requesting Entity.

STIPULATIONS APPLICABLE TO HIPAA – HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT:

- 1. All staff shall attend an authorized HIPAA awareness training class, where they will be instructed on confidentiality, privacy, information safeguards and penalties imposed when compliance is breached.
- 2. If applicable, there is a "Business Associate Contract" [45 CFR 164.502(e), 154.504(e). 164.532(d) & (e)] on file and will be attached to this data sharing agreement as an addendum.

SECTION III (1). ADDITI	ONAL INFO	RMATION	
1.0 This data sharing agreement shall have the same ter	m as the Qu	ualified Vendor Agreemen	t.
Print Name Helene Lopez		PHONE NO.	DATE
Signature		(928)425 -7631	
SECTION IV (1-A). RECOMMENDATIONS (C	ompleted b	y the data managing prog	ram)
Recommend APPROVAL Request is not recommended for approval.			
Print Name	SITE CODE	PHONE NO.	DATE
Signature			
SECTION IV (1-B). HIPAA RECOMMENDATIONS (Con	npleted by t	he HIPAA DIVISION PRIVA	ACY OFFICER)
Recommend APPROVALRequest is not recommended for approval.			
Print Name	SITE CODE	PHONE NO.	DATE
Signature			
·			

SECTION III (2). ADDITIONAL INFORMATION			
Print Name		PHONE NO.	DATE
Signature		() -	
SECTION IV (2-A). RECOMMENDATIONS (C	Completed b	by the data managing pro	gram)
Recommend APPROVAL Request is not recommended for approval.			
Print Name	SITE CODE	PHONE NO.	DATE
Signature			
SECTION IV (2-B). HIPAA RECOMMENDATIONS (Con	nnloted by t	the HIBAA DIVISION BBIN	(ACY OFFICER)
Recommend APPROVAL	iipieteu by t	HE HIFAA DIVISION FRIV	ACT OFFICER)
Request is not recommended for approval.			
Print Name	SITE CODE	PHONE NO.	DATE
Signature			

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SECTION III (3). ADDITION	ONAL INFO	RMATION	
Print Name		PHONE NO.	DATE
Signature		() -	
SECTION IV (3-A). RECOMMENDATIONS (C	ompleted b	y the data managing progran	1)
Recommend APPROVAL Request is not recommended for approval.	SITE CODE	PHONE NO.	DATE
Print Name	SITE CODE	() -	DATE
Signature			
SECTION IV (3-B). HIPAA RECOMMENDATIONS (Con	nleted by t	he HIPAA DIVISION PRIVAC)	/ OFFICER)
Recommend APPROVAL			
Request is not recommended for approval.			
Print Name	SITE CODE	PHONE NO.	DATE
Signature			

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SECTION III (4). ADDITI	ONAL INFO	RMATION	
Print Name		PHONE NO.	DATE
Signature		() -	
SECTION IV (4-A). RECOMMENDATIONS (C	Completed b	v the data managing program	m)
Recommend APPROVAL Request is not recommended for approval.			
Print Name	SITE CODE	PHONE NO.	DATE
Signature			
SECTION IV (4-B). HIPAA RECOMMENDATIONS (Con	npleted by t	the HIPAA DIVISION PRIVAC	Y OFFICER)
Recommend APPROVALRequest is not recommended for approval.			
Print Name	SITE CODE	PHONE NO.	DATE
Signature		_	

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SECTION III (5). ADDITION	ONAL INFO	RMATION	
		L RUQUE NO	2.75
Print Name		PHONE NO.	DATE
Signature		() -	
SECTION IV (5-A). RECOMMENDATIONS (C	ompleted b	y the data managing progran	1)
Recommend APPROVAL Request is not recommended for approval.	SITE CODE	PHONE NO.	DATE
Print Name	OITE OODE	() -	BATE
Signature			
SECTION IV (5-B). HIPAA RECOMMENDATIONS (Con	npleted by t	he HIPAA DIVISION PRIVAC)	(OFFICER)
Recommend APPROVAL	-,,		
Request is not recommended for approval.			
Print Name	SITE CODE	PHONE NO.	DATE
Signature			

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Agreement No.: 925886

SECTION V. APPROVAL (Completed by the requesting entity and the data managing program)

I attest to the correctness of the information provided in Section I and agree to the stipulations and costs listed in Section II and III. I agree to comply with all provisions of the DES Data Security Policy. Should any violations of the DES Data Security Policy occur, this Agreement may be terminated. I further understand that DES will periodically review the terms of the Agreement to ensure it conforms with DES Policies and Procedures. In the event changes in either federal or state law or regulations occur that conflict with the terms of the Agreement or render the terms of the Agreement void, impracticable, or otherwise impossible, this Agreement will terminate immediately. A new Agreement or an amendment to the existing Agreement will be initiated to provide for any changes, which cannot be accommodated within the provisions of the existing Agreement. The Requesting Entity shall hold harmless and indemnify the State of Arizona and its Department of Economic Security for any liability resulting from acts or ommissions attributable to the Requesting Entity.

IN WITNESS HERETO, the PARTIES have executed this Agreement by signature of their duly authorized officials: For the Requesting Entity: Entity Name Gila County dba Gila Employment and Special Training Print Signatory Name Michael A. Pastor Title Chairman, Gila County Board of Supervisors Signature Date For the Department of Economic Security: **Entity Name** Donna Schneider Print Signatory Name Donna Schneider Title FOCUS Manager Signature Date 7/24/2014 For the Department of Economic Security: **Entity Name** Print Signatory Name Title Signature Date

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For the D	epartment of Economic Security:
Entity Name	
Print Signatory I	Name
Title	
Signature	
Date	
Date	
Entity Name	epartment of Economic Security:
Print Signatory I	Name
Titlo	
Title	
Signature	
Date	
	epartment of Economic Security:
Entity Name	
Print Signatory	Name
Title	
Signature	
Date	
24.0	
	-
	SECTION VI. APPROVAL (Completed by the Information Security Administration)
	d Agreement meets all requirements necessary to permit the controlled sharing of the DES data while
	ously providing for the protection of the data. I certify that:
☐ THI	S AGREEMENT CONFORMS to DES Information Security Policy.
	S AGREEMENT DOES NOT CONFORM to the DES Information Security Policy. Implementation of
this	Agreement cannot proceed until the following action is taken:
	Carl Carpenter
	DES Chief Information Security Officer
	(Signature) (Title) (DATE)

APPLICATION AND QUALIFIED VENDOR AGREEMENT AWARD

Arizona Department of
Economic Security
Division of
Developmental Disabilities

APPLICATION

TO: THE STATE OF ARIZONA

The Undersigned hereby applies and agrees to provide the service(s) in compliance with the corresponding RFQVA(s).

For clarification of this application, contact:	000000444	
David Onddell	866000444	
David Caddell	Federal Employer Idenfication Number or SSN	
Name:	Gila Employment and Special Training	
(928) 4257631	Company Name:	
Phone-Number	5515 South Apache Ave. Suite 200	
(928) 4259468	Mailing Address	
Fax Number	Globe AZ 85501	
dcaddell@co.gila.az.us	City State Zip	
E-Mail Address:	(928) 4257631 (928) 4259468	
If awarded a Qualified Vendor Agreement, all notices should be sent to:	Phone Number Fax Number Signature of Person Authorized to Sign Application	
David B. Caddell	Michael Pastor	
Name:	Printed Name	
5515 South Apache Ave. Suite 200	Chairman, Gila Cnty	
Street Address	Title	
Globe AZ 85501	THE .	
City State Zip		
(928) 4257631 (928) 4259468	2nd Signature of Person Authorized to Sign Application	
Phone Number Fax Number	2nd Printed Name	
dcaddell@co.gila.az.us	Zna Printea name	
E-Mail Address:	2nd Title	

APPROVAL OF APPLICATION AND AGREEMENT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your application is hereby approved. The Qualified Vendor is now bound to provide the service(s) listed in the attached award notice based upon the corresponding RFQVA for each service, including all terms, conditions, service specifications, scope of work, amendments, etc., and the Qualified Vendor's application as accepted by the State.

This agreement shall henceforth be referred to as Qualified Vendor Agreement No.05785. The begin date and the effective date of this agreement is either the date that this award is signed by the Procurement Officer or January 1, 2011, whichever is later.

Procurement Specialist

State of Arizona
Awarded this Date:

Page 1 of 1

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status : MANAGEMENT APPROVED

Vendor Contract Information

(928) 4259468

FAX:

FEI# or SSN: 866000444

Executive/Owner Gila County Gila County

AHCCCS ID: 925886
Organization Type: Agency

Principal Contact Information

Name: Helene Lopez

Telephone: (928) 4257631

Email Address: hlopez@co.gila.az.us

Notice Contact Information

Name: Helene Lopez

Telephone: (928) 4257631 FAX: (928) 4259468

Email Address: hlopez@co.gila.az.us

Vendor Street Address Vendor Mailing Address

5515 South Apache Ave. Suite 200 5515 South Apache Ave. Suite 200

Globe, ARIZONA 85501 Globe, ARIZONA 85501

Telephone: (928) 4257631 FAX: (928) 4259468

Billing/Payment Information

Name: Helene Lopez 5515 South Apache Ave. Suite 200

Telephone: (928) 4257631

Email Address: hlopez@co.gila.az.us Globe, ARIZONA 85501

FAX: (928) 4259468

Authorized Signatory 2nd Authorized Signatory

Name: Michael Pastor Name:

Title: Chairman, Gila Cnty Title:

Section 2: Vendor Contract Information Page 1 of 1 8/26/2014

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status : Staff Approved

Vendor Sites

Site Name: Gila Employment and Special Training

District East Site Code: Office Type: SERVICE

5515 S. Apache Ave. Suite 200 Globe, Az 85501

Globe, ARIZONA 85501

Telephone: (928) 4257631

Primary Contact Information

Name: Helene Lopez Telephone: (928) 4257631

Email Address: hlopez@gilacountyaz.gov

Site Scheduler Information

Name: Helen Lopez

Telephone: (928) 4257631 FAX: (928) 4259468

Email Address: hlopez@gilacountyaz.gov

After Hours Contact Information

Name: Helene Lopez

Telephone: (928) 2001462 FAX: (928) 4259468

Email Address: hlopez@gilacountyaz.gov

Sunday		То	
Monday	08:00AM	То	05:00PM
Tuesday	08:00AM	То	05:00PM
Wednesday	08:00AM	То	05:00PM
Thursday	08:00AM	То	05:00PM
Friday	08:00AM	То	05:00PM
Saturday		То	

Services At This Site	Service Status	Start Date
ATTENDANT CARE	Approved	01/01/2011
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	Approved	01/01/2011

Section 5: Vendor Administrative Sites Page 1 of 7 8/26/2014

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status : Staff Approved

Vendor Sites

EMPLOYMENT SUPPORT AIDE	Approved	01/01/2011
GROUP SUPPORTED EMPLOYMENT	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	Approved	01/01/2011
HABILITATION SERVICES - SUPPORT - HOURLY	Approved	01/01/2011
INDIVIDUAL SUPPORTED EMPLOYMENT	Approved	01/01/2011
RESPITE CARE HOURLY & DAILY	Approved	01/01/2011
TRANSPORTATION	Approved	01/01/2011
TRANSPORTATION, EMPLOYMENT RELATED	Approved	01/01/2011

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status : Staff Approved

Vendor Sites

Site Name: Gila Employment and Special Training/Payson

District North Site Code: Office Type: ADMINISTRATION

107 West Frontier Street, Suite C

Payson, ARIZONA 85541

Telephone: (928) 4741759

Primary Contact Information

Name: David Caddell Telephone: (928) 4028664

Email Address: dcaddell@co.gila.az.us

Site Scheduler Information

Name: Leona Bowman

Telephone: (928) 4741759 FAX: (928) 4688056

Email Address: lbowman@co.gila.az.us

After Hours Contact Information

Name: David Caddell

Telephone: (928) 8123791 FAX: (928) 4259468

Email Address: dcaddell@co.gila.az.us

Sunday		То	
Monday	08:00AM	То	05:00PM
Tuesday	08:00AM	То	05:00PM
Wednesday	08:00AM	То	05:00PM
Thursday	08:00AM	То	05:00PM
Friday	08:00AM	То	05:00PM
Saturday		То	

Services At This Site	Service Status	Service Status Start Date
ATTENDANT CARE	Approved	01/01/2011
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	Approved	01/01/2011

Section 5: Vendor Administrative Sites Page 3 of 7 8/26/2014

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status : Staff Approved

Vendor Sites

EMPLOYMENT SUPPORT AIDE	Approved	01/01/2011
GROUP SUPPORTED EMPLOYMENT	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	Approved	01/01/2011
HABILITATION SERVICES - SUPPORT - HOURLY	Approved	01/01/2011
INDIVIDUAL SUPPORTED EMPLOYMENT	Approved	01/01/2011
RESPITE CARE HOURLY & DAILY	Approved	01/01/2011
TRANSPORTATION	Approved	01/01/2011
TRANSPORTATION, EMPLOYMENT RELATED	Approved	01/01/2011

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status : Staff Approved

Vendor Sites

Site Name: Gila Employment and Special Training

DISTRICT 1 Site Code: Office Type: SERVICE

107 West Frontier Street, Suite C

Payson, ARIZONA 85541

Telephone: (928) 4741759

Primary Contact Information

Name: David Caddell Telephone: (928) 4257631

Email Address: dcaddell@cableone.net

Site Scheduler Information

Name: Leona Bowman

Telephone: (928) 4741759 FAX: (928) 4688056

Email Address: lbowman@co.gila.az.us

After Hours Contact Information

Name: David Caddell

Telephone: (928) 8123791 FAX: (928) 4259468

Email Address:

Sunday		То	
Monday	08:00AM	То	05:00PM
Tuesday	08:00AM	То	05:00PM
Wednesday	08:00AM	То	05:00PM
Thursday	08:00AM	То	05:00PM
Friday	08:00AM	То	05:00PM
Saturday		То	

Services At This Site	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	Approved	01/01/2011

Section 5: Vendor Administrative Sites Page 5 of 7 8/26/2014

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status : Staff Approved

Vendor Sites

Site Name: Gila Employment and Special Training

District East Site Code: GL Office Type: SERVICE

5515 South Apache Ave. Suite 200

Globe, ARIZONA 85501

Telephone: (928) 4257631

Primary Contact Information

Name: David Caddell Telephone: (928) 4257631

Email Address: dcaddell@co.gila.az.us

Site Scheduler Information

Name: David Caddell

Telephone: (928) 4257631 FAX: (928) 4259468

Email Address: dcaddell@co.gila.az.us

After Hours Contact Information

Name: David Caddell

Telephone: (928) 8123791 FAX: (928) 4259468

Email Address: dcaddell@co.gila.az.us

Sunday		То	
Monday	08:00AM	То	05:00PM
Tuesday	08:00AM	То	05:00PM
Wednesday	08:00AM	То	05:00PM
Thursday	08:00AM	То	05:00PM
Friday	08:00AM	То	05:00PM
Saturday		То	

Services At This Site	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT	Approved	01/01/2011

Section 5: Vendor Administrative Sites Page 6 of 7 8/26/2014

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status : Staff Approved

Vendor Sites

Site Name: GEST D.T.A. Globe

District ATPC Site Code: Office Type: SERVICE

250 East Cedar Street

Globe, ARIZONA 85501

Telephone: (928) 4258701

Primary Contact Information

Name: Helene Lopez Telephone: (928) 4028664

Email Address: hlopez@gilacountyaz.gov

Site Scheduler Information

Name: Helene Lopez

Telephone: (928) 4028664 FAX: (928) 4259468

Email Address: hlopez@gilacountyaz.gov

After Hours Contact Information

Name: Helene Lopez

Telephone: (928) 4028664 FAX: (928) 4259468

Email Address: hlopez@gilacountyaz.gov

Sunday		То	
Monday	08:00AM	То	04:00PM
Tuesday	08:00AM	То	04:00PM
Wednesday	08:00AM	То	04:00PM
Thursday	08:00AM	То	04:00PM
Friday	08:00AM	То	04:00PM
Saturday		То	

Services At This Site	Service Status	Service Status Start Date
DAY TREATMENT & TRAINING - ADULT	Approved	01/01/2011
TRANSPORTATION	Approved	01/01/2011

FEI#: 866000444

Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status : MANAGEMENT APPROVED

Contract Status Start Date: 01/01/2011 Contract Status Code:

Services	RFQVA	Service Status	Service Status Start Date
ATTENDANT CARE - Agency with Choice	DDD710000	Approved	01/01/2011
DAY TREATMENT & TRAINING - ADULT	DDD710000	Approved	01/01/2011
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM	DDD710000	Approved	01/01/2011
EMPLOYMENT SUPPORT AIDE	DDD710000	Approved	01/01/2011
GROUP SUPPORTED EMPLOYMENT	DDD710000	Approved	01/01/2011
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT - Agency with Choice	DDD710000	Approved	01/01/2011
HABILITATION SERVICES - SUPPORT - HOURLY - Agency with Choice	DDD710000	Approved	01/01/2011
INDIVIDUAL SUPPORTED EMPLOYMENT	DDD710000	Approved	01/01/2011
RESPITE CARE HOURLY & DAILY	DDD710000	Approved	01/01/2011
TRANSPORTATION	DDD710000	Approved	01/01/2011
TRANSPORTATION, EMPLOYMENT RELATED	DDD710000	Approved	01/01/2011

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
Service Status
Start Date
ATTENDANT CARE
Approved
01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO Transportation in an individual/staff owned vehicle

YES Transportation in an agency owned, leased or contracted

NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
Service Status
Start Date
ATTENDANT CARE
Approved
01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor? 365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
ATTENDANT CARE
Service Status
Service Status
Approved
01/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
ATTENDANT CARE
Service Status
Service Status
Approved
O1/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail

DAY TREATMENT & TRAINING - ADULT

Service Status
Service Status
Start Date
01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs.GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP teams attention. Transportation needs will be assessed by the ISP tean and documented in the plan. Each month the ISP objectives will be reviewed,documented and forwarded to the disignated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO Transportation in an individual/staff owned vehicle

YES Transportation in an agency owned, leased or contracted

NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail

DAY TREATMENT & TRAINING - ADULT

Service Status
Start Date
01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor? 365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
DAY TREATMENT & TRAINING - ADULT
Service Status
Approved
O1/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
Approved
Service Status
O1/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail

DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM

Service Status
Start Date
01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs.GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP teams attention. Transportation needs will be assessed by the ISP tean and documented in the plan. Each month the ISP objectives will be reviewed,documented and forwarded to the disignated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO Transportation in an individual/staff owned vehicle

YES Transportation in an agency owned, leased or contracted

NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status Start Date 01/01/2011

Service Status

Approved

Service Level Detail
DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor? 365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
Service Status
Start Date
Approved
01/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Level Detail

DAY TREATMENT & TRAINING - CHILDREN SUMMER PROGRAM

Service Status
Start Date
01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

FEI#: 866000444 Gila Employment and Special Training Vendor:

05785 MANAGEMENT APPROVED Contract #: Contract Status:

Service Status Service Status Service Level Detail **EMPLOYMENT SUPPORT AIDE** Approved

Start Date

01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

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Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO Transportation in an individual/staff owned vehicle

YES Transportation in an agency owned, leased or contracted

NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
Service Status
Start Date
Approved
01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff that transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff is required to produce a copy of their driver's license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff has completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff has completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and all staff participates in the annual inspection, completed by CAAG personnel, on that van. The GEST Program applied for and was awarded a new van with a lift and a 15 passenger van from ADOT. Delivery of these new vehicles should take place in mid October, 2005.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.

When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
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In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
Service Status
Start Date
Approved
01/01/2011

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 1400 E. Ash St., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings and reconvenes as well as all annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients.

Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff is very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Since GEST staff are all Gila County employees, the hiring and evaluation of direct service staff is done internally, however, all input from clients, families, representatives is considered by the Program Manager in the evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
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Start Date
Approved
01/01/2011

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

As stated before, GEST maintains an "open door/open line of communication will all interested parties and input is always encouraged and welcome. All GEST network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent our periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and apprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff will develop an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
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Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
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FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
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Service Status
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01/01/2011

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Complaint/Grievance Process

Describe the complaints/grievances process.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Level Detail Service Status
GROUP SUPPORTED EMPLOYMENT Approved

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Service Status Start Date

01/01/2011

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Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

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FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
GROUP SUPPORTED EMPLOYMENT
Service Status
Service Status
Start Date
01/01/2011

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

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Service Status
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Program Description

Briefly describe your program for this service from referral through service delivery.

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Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO Transportation in an individual/staff owned vehicle

YES Transportation in an agency owned, leased or contracted

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Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

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FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
Service Status
Start Date
Approved
01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff that transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff is required to produce a copy of their driver's license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff has completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff has completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and all staff participates in the annual inspection, completed by CAAG personnel, on that van. The GEST Program applied for and was awarded a new van with a lift and a 15 passenger van from ADOT. Delivery of these new vehicles should take place in mid October, 2005.

In number of days, how often are driving records reviewed by the vendor?

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Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.

When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT
Service Status
Start Date
01/01/2011

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail

HABILITATION SERVICES - INDIVIDUALLY DESIGNED LIVING ARRANGEMENT

Service Status
Start Date
01/01/2011

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 1400 E. Ash St., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings and reconvenes as well as all annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients.

Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff is very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
Service Status
Service Status
Start Date
Approved
01/01/2011

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

As stated before, GEST maintains an "open door/open line of communication will all interested parties and input is always encouraged and welcome. All GEST network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent our periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and apprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff will develop an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail

HABILITATION SERVICES - SUPPORT - HOURLY

Service Status
Service Status
Start Date
01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff will review the documents provided by the Division Support Coordinator and assign the appropriate staff person to meet the needs of the client. GEST direct service staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Services will be provided based on the ISP plan, and staff will, when appropriate or as part of the plan, coordinate with other community services. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the disignated Division representative. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO Transportation in an individual/staff owned vehicle

YES Transportation in an agency owned, leased or contracted

NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program ha a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicle insurance policies are housed at the Gila County Courthouse, Emergency Services department.

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
Service Status
Start Date
Approved
01/01/2011

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor? 365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail

HABILITATION SERVICES - SUPPORT - HOURLY

Service Status
Start Date
01/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
Service Status
Start Date
Approved
01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
NDIVIDUAL SUPPORTED EMPLOYMENT
Service Status
Approved
01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calendar of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO Transportation in an individual/staff owned vehicle

YES Transportation in an agency owned, leased or contracted

NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintenance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
Service Status
Start Date
Approved
01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff that transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff is required to produce a copy of their driver's license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff has completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff has completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and all staff participates in the annual inspection, completed by CAAG personnel, on that van. The GEST Program applied for and was awarded a new van with a lift and a 15 passenger van from ADOT. Delivery of these new vehicles should take place in mid October, 2005.

In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.

When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
MDIVIDUAL SUPPORTED EMPLOYMENT
Service Status
Approved
01/01/2011

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

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The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
Service Status
Start Date
Approved
01/01/2011

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Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings and reconvenes as well as all annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

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Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff is very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
Service Status
NDIVIDUAL SUPPORTED EMPLOYMENT
Service Status
Start Date
01/01/2011

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

As stated before, GEST maintains an "open door/open line of communication will all interested parties and input is always encouraged and welcome. All GEST network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent our periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and apprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff will develop an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
RESPITE CARE HOURLY & DAILY
Service Status
Service Status
Start Date
01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs.GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP teams attention. Transportation needs will be assessed by the ISP tean and documented in the plan. Each month the ISP objectives will be reviewed,documented and forwarded to the disignated Division representative. The ISP team will determine when the individual's goals have been achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO Transportation in an individual/staff owned vehicle

YES Transportation in an agency owned, leased or contracted

NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete "check over" prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
RESPITE CARE HOURLY & DAILY
Service Status
Service Status
Start Date
01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three years when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the "Top Driver" manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection, completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor? 365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
RESPITE CARE HOURLY & DAILY
Service Status
Approved
O1/01/2011

Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
RESPITE CARE HOURLY & DAILY
Service Status
Approved
01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
TRANSPORTATION
Service Status
Start Date
01/01/2011

Program Description

Briefly describe your program for this service from referral through service delivery.

Upon referral the GEST staff review documents provided by the Division Support Coordinator and assign the appropriate staff to meet the client's needs. GEST staff will work with the ISP team in the formulation of the plan. The plan shall include specific written training strategies and methods of instruction. Ongoing assessment will be done by staff to ensure that any changes in needs be brought to the ISP team's attention. Transportation needs will be assessed by the ISP team and documented in the plan. Each month the ISP objectives will be reviewed, documented and forwarded to the designated Division representative. The ISP team will determine when the individual's goals have ben achieved in accordance with the ISP. Staff will provide ongoing evaluation to provide the documentation for the team and will assist in determining new goals and objectives. Through activities provided by GEST individuals will develop methods of starting and/or developing friendships, social skills, problem solving, appropriate leisure activities according to age. Planning activities will include input from the clients, and a calender of events will be posted on site and each client will be advised of the events.

Community Access

When community access is required to meet the ISP, how do you support direct service staff for community access?

NO Transportation in an individual/staff owned vehicle

YES Transportation in an agency owned, leased or contracted

NO Reimbursement for public transportation

Describe methods used to ensure that all provider and agency supplied vehicles are properly maintained.

The GEST Program has a fleet of 7 vehicles including two full sized vans. The vehicles are regularly maintained and serviced by the mechanics at the Gila County Shop. Other vehicles from our Division Pool are also available to us should the need arise, this also ensures our ability to provide services should one of our vehicles be out of service for any length of time. Regular maintainance needs reports are forwarded to our department from the County Shop Office to alert us as to the need for servicing. Prior to any out of town activity trips, the GEST staff schedule the vehicle to be utilized in the shop for a complete check over prior to traveling out of town.

Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services Department.

FEI #: 866000444 Vendor: Gila Employment and Special Training

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Service Status
Service Level Detail
TRANSPORTATION
Service Status
Start Date
01/01/2011

Describe any special requirements that the vendor and employees must meet to transport individuals. Include an explanation of how often driving records of employees are reviewed.

All direct service staff who transport clients are required to have a clean driving record. Criminal background checks are done every three yers when recertifying for fingerprint clearance. All GEST staff are required to produce a copy of their drivers license yearly to review expiration dates. Driving records of all GEST employees are reviewed annually by the Program Manager. All GEST staff have completed a "Top Driver" class, facilitated by the National Safety Council, offered through the County Emergency Services department, and a review of the top driver manual is reviewed yearly in a staff meeting. Staff have completed training through ADOT on the operation of the GEST handicap van that is wheelchair accommodated, and staff participate in the annual inspection completed by CAAG personnel, on that van.

In number of days, how often are driving records reviewed by the vendor? 365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

Describe briefly the ongoing training plan for direct service staff.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

How are incidents of abuse, neglect, exploitation or injury reported externally?

Describe the internal review process for incident reports and how corrective action is implemented.

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Complaint/Grievance Process

Describe the complaints/grievances process.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

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Service Level Detail
TRANSPORTATION
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01/01/2011

Please indicate if there are any active community advisory groups.

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

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NO Reimbursement for public transportation

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Describe methods used to ensure that all individual and staff owned and agency supplied vehicles maintain state minimum insurance requirements.

All GEST Program vehicles are insured annually through the Arizona Counties Insurance. Vehicles insurance policies are housed at the Gila County Courthouse, Emergency Services department.

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Service Status
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In number of days, how often are driving records reviewed by the vendor?

365

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.

When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be separated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the information, qualifications, and experience given by the applicants. All newly hired staff is required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much turn over in staff. GEST staff stays in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

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TRANSPORTATION, EMPLOYMENT RELATED
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In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff is cross trained and adaptable to provide and care for all clients. GEST direct service staff has weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, participate in client activities. Direct staff is aware of all the client's individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

How are incidents of abuse, neglect, exploitation or injury reported internally?

No written policies and procedures regarding reporting of incidents of abuse, neglect and exploitation currently exist, however, GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurrence. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then within one hour, notifies a Division representative and the client's family/representative.

How are incidents of abuse, neglect, exploitation or injury reported externally?

The GEST Program complies with the reporting procedures outlined in the DES/DDD Policies and Procedures manual. As a service provider for persons with disabilities, GEST staff is mandated by law to be reporters of abuse, neglect, or exploitation if reasonable basis to suspect such abuse has occurred. GEST staff will immediately report to a peace Officer or Protective Services worker any incident of abuse of any kind. After reporting any incident of abuse, GEST staff will complete a DD-191 incident report which is immediately routed to a Division representative. A copy of the DD-191 is also kept in the clients file on site.

Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Describe the complaints/grievances process.

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All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 1400 E. Ash St., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative (if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all interested parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings and reconvenes as well as all annuals.

Describe the process used to measure consumer/family/consumer representative satisfaction with services.

The GEST program provides a "customer satisfaction survey" to all clients who exit the program and to "on going" clients on a quarterly basis. The information from these surveys is discussed in regular staff meetings to better and more efficiently serve and meet the needs of our clients.

Since GEST provides services in a small rural community, program feedback is received through a variety of ways. Feedback is gleaned through staffings, networking of direct service staff in the community, and through linkages with other agencies. GEST staff is very active in the community and they network on a continuing basis to establish improved consumer/contractor communications.

Describe how consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Since GEST staff are all Gila County employees, the hiring and evaluation of direct service staff is done internally, however, all input from clients, families, representatives is considered by the Program Manager in the evaluation of direct service staff.

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumer's satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

FEI #: 866000444 Vendor: Gila Employment and Special Training

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Service Status
Service Level Detail
TRANSPORTATION, EMPLOYMENT RELATED
Service Status
Start Date
01/01/2011

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

As stated before, GEST maintains an "open door/open line of communication will all interested parties and input is always encouraged and welcome. All GEST network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calendar is posted on site and flyers are sent our periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Please indicate if there are any active community advisory groups.

GEST staff network and coordinate with consumers, representatives who serve on the Central Arizona Advisory Council on Developmental Disabilities, in an effort to stay current and apprised of any changes in the program that may impact our program in any way, specifically services to our clients. The WIB department within our Division also has a "Youth Advisory Board".

Internal Quality Efforts

Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives.

GEST staff will develop an evaluation form specific to the individual's ISP objectives to obtain feedback from clients/client representatives in order to monitor and evaluate services provided. Services will be provided based on the plan and staff will, when appropriate, coordinate with other community services. Each month the ISP objectives are reviewed, documented and forwarded to the Division representative. In conjunction with the ISP, the ISP team will determine when the clients goals have been achieved. Staff will complete on going evaluation to provide the documentation for the team and will assist in formulating new goals and objectives . Progress reports will be forwarded to a Division representative at the end of each month. Staff will also utilize a customer satisfaction survey form to obtain feedback and input from clients/families/representatives, in order to establish improved consumer services.

Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff is continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

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Contract #: 05785 Contract Status : MANAGEMENT APPROVED

Vendor Policies

Recruitment and Training Policies

Describe briefly the recruitment and initial training plan for direct service staff.

All GEST staff are Gila County Employees, therefore recruitment for direct service staff is done following Gila County policy.

When a position for direct service staff becomes available, a "Request To Post" form is completed and routed to the Personnel Department. A Job description containing all the necessary qualifications and experience is posted. Applications are forwarded to GEST Department from the Personnel Department, where they are reviewed. When the posting end date is reached, all the applications that have been reviewed will be seperated according to applicable qualifications and/or experience necessary for the position. The applicants to be considered for the position (usually not more than seven) will be called in for an interview. The interviewing panel which consists of at least three staff will then interview the qualified candidates, and make a decision based on the the information, qualifications, and experience given by the applicants. All newly hired staff are required to attend a Gila County "New Employee" (four hours) orientation. All Gila County Job postings are displayed at the Courthouse location and are published in the local newspaper.

Describe briefly the ongoing training plan for direct service staff.

Training of direct service staff is done in an "On The Job" manner and the length of the training time depends on the experience and expertise of the trainee. (All newly hired staff are required to complete a six month probationary time.) A current experienced and seasoned direct service staff person will conduct the training, and work along side of the trainee to ensure that services are provided in compliance with the Divisions Policies and Procedures and that the client's needs are being met and the trainee understands all aspects of service provision. All current GEST staff, with the exception of a newly hired Mobile Crew Coordinator/direct service staff person have longevity, (at least seven years plus) with the GEST program and the program does not experience much trunover in staff. GEST staff stay in compliance with the Division regarding required recertification in CPR, First Aid, CIT and Fingerprint clearance.

Describe briefly the backup plan for direct service staff absences (preplanned and emergency absence).

In the event that a direct service staff member has an unplanned absence, all other GEST direct service staff are available and can flex their individual schedules to accommodate the client in providing scheduled services. All direct staff are cross trained and adaptable to provide and care for all clients. GEST direct service staff have weekly meetings in which they discuss all client issues, problems needs or concerns. GEST is a small rural service provider therefore all direct service staff are acquainted with all our clients and they all, staff and clients, praticipate in client activities. Direct staff are aware of all the clients individual behaviors, meds, and specific disability needs. If a direct service staff plans leave time, the entire staff will meet to discuss and formulate a "plan of action" for service provision to the clients so that no gap in services will occur.

Incident Reporting

FEI #: 866000444 Vendor: Gila Employment and Special Traii Contract Status Start Date: 01/01/2011

Contract #: 05785 Contract Status : MANAGEMENT APPROVED

Vendor Policies

Who is the person within the vendor's organization for reviewing incident reports?

David Caddell

Who is the person within the vendor's organization for notifying a consumer's family/representaive of incidents?

David Caddell

Do you have written policies and procedures regarding the reporting of incidents of abuse, neglect and exploitation?

YES

Are reporting protocols shared with consumers/families/consumer representatives?

YES

How are incidents of abuse, neglect, exploitation or injury reported internally?

GEST follows the policy and procedure in reporting the above stated incidents according to the Division's policies and procedures manual in reporting all incidents of abuse neglect, exploitation or injury. GEST staff utilizes the DD-191 form which is completed within one hour of the occurance. The GEST Program Manager is notified by the direct service staff person within one hour of any incident via telephone. The Program Manager then ,within one hour, notifies a Division representative and the client's family/representative.

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Describe the internal review process for incident reports and how corrective action is implemented.

The GEST Program Manager and the direct service staff who generated the Incident Report, review the report and coordinate with the Division representative to ascertain if a staffing is in order, who should attend and what appropriate corrective action will be needed and how the corrective action will be completed. A discussion is facilitated to decide the best possible corrective action to take and how to implement those actions.

Complaint/Grievance Process

Who is the person within the vendor's organization responsible for resolving the complaint/grievance?

Dave Fletcher

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Contract #: 05785 Contract Status : MANAGEMENT APPROVED

Vendor Policies

Is there a complaint/grievance form?

YES

Do you have written policies and procedures regarding the submission of complaints/grievances?

YES

Are complaints/grievances shared with consumers/families/consumer representatives?

YES

Who can file a complaint/grievance?

Any client

What is the complaint/grievance handling timeline?

Varies according to the type of complaint, usually not more that 10 wor

Describe the complaints/grievances process.

All clients have the right to fair and equal treatment. Complaints that allege violation of a client's rights to fair and equal treatment shall be filed with GEST and mailed to the GEST office at 5515 South Apache Ave. Suite 200., Globe, AZ 85501. Initially the Program Manager will schedule a meeting with the client, the assigned direct service staff and other appropriate staff members. If the grievance cannot be resolved during this meeting, another meeting will be held with the client's Division Support Coordinator/Representative(if the Support Coordinator/Representative was not present at the initial meeting). If the grievance is not resolved at the second meeting, the written appeal and all accompanying documents will be forwarded to the Department of Economic Security/DDD. Clients will not be denied services by exercising their grievance rights.

Program Feedback Process

How is input from consumers, families and/or consumer representatives encouraged?

The GEST Program maintains an "open door/open line of communication" with all intersted parties and input is always encouraged and welcome. All GEST staff network and coordinate regularly with clients, families, representatives and they provide their personal pager and cell phone numbers to all interested parties in an effort to ensure continued communication. A "Special Events" calender is posted on site and flyers are sent out periodically inviting all interested parties to attend any of our events. GEST maintains an excellent relationship with the Division, clients, families, representatives and other community agencies. Input is also shared at all client staffings, reconvenes and annuals.

Describe the process used to measure consumer/familly/consumer representative satisfaction with services.

FEI #: 866000444 Vendor: Gila Employment and Special Traii Contract Status Start Date: 01/01/2011

Contract #: 05785 Contract Status : MANAGEMENT APPROVED

Vendor Policies

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Describe how are consumers/families/consumer representatives are involved in the hiring and/or evalution of direct service staff.

Since GEST staff are all Gila County employees, the hiring and evaluation of direct service staff is done internally, however, all input from clients, famalies, representatives is considered by the Program Manager in the evaluation of direct service staff.

Who is feedback forwarded to within the agency?

David Caddell

Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services.

GEST staff will facilitate collective participation by consumers and families in identifying barriers to consumers satisfaction and to obtain feedback and input to establish improved consumer/provider communications a least quarterly. Documentation of services and activities will be maintained in agency's files and will be recorded daily and weekly. A monthly progress report will be forwarded to the Division representative. Progress will be documented and reported to the ISP team and input solicited from the members.

Is past feedback available to consumers/families/consumer representatives when considering a vendor?

YES

Consumer Involvement

Describe all of the other methods used by your organization to provide opportunities for consumers/families/consumer representatives to be actively involved in your organization's operations (i.e., advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.).

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FEI #: 866000444 Vendor: Gila Employment and Special Traii Contract Status Start Date: 01/01/2011

Contract #: 05785 Contract Status: MANAGEMENT APPROVED

Vendor Policies

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Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided.

GEST staff work many hours with our clients on a one to one basis to ensure that needs are being met and that services are appropriate, and in line with the ISP. Staff are continually striving to improve methods and techniques of service delivery. Training for staff is provided regularly to improve and enhance their skills and knowledge to assist clients in achieving self sufficiency. When required, staff coordinate, on behalf of the client/client representative with community services, health professionals, and other contractors to ensure all needs are met. Staff provides on going assessment to ensure appropriate and quality services are delivered.

SECTION 6 DES/DDD STANDARD TERMS AND CONDITIONS FOR QUALIFIED VENDORS

6.1 Definition of Terms

As used in this Request for Qualified Vendor Applications ("RFQVA") and any resulting Agreement, the terms listed below are defined as follows:

- 6.1.1 "Agency" means an organization that has a Federal Employer Identification Number ("FEIN") and employs one or more direct service staff other than the owner.
- 6.1.2 "Agreement" means the Qualified Vendor Agreement which is a legally binding contract to provide community developmental disability services and includes the following: the Request for Qualified Vendor Applications ("Solicitation") including all solicitation amendments and the Qualified Vendor's approved application ("Application"). The Request for Qualified Vendor Applications includes service requirements/scope of work, terms and conditions, and services specifications. The approved Application includes vendor specific descriptions, policies, assurances, and financial information.
- 6.1.3 "Agreement Amendment" means either a solicitation amendment or a Division-approved amendment to an application.
- 6.1.4 "Agreement Services" means the services to be delivered by the Qualified Vendor under this Agreement.
- 6.1.5 "AHCCCS" means the Arizona Health Care Cost Containment System as established by Arizona Revised Statutes (A.R.S.) § 36-2901 *et seq.*, and defined by Arizona Administrative Code (A.A.C.) R9-22-101.B.
- 6.1.6 "AHCCCSA" or "Administration" means the Arizona Health Care Cost Containment System Administration.
- 6.1.7 "AHCCCS Minimum Subcontract Provisions" means the AHCCCS minimum requirements for the Division's contractors and subcontractors providing services to members eligible for DD/ALTCS and/or receiving Title XIX (ALTCS) funds.
- 6.1.8 "ALTCS" means the Arizona Long Term Care System as defined by A.A.C. R9-28-101.B.2.
- 6.1.9 "Applicant" means a vendor who submits an application in response to the Request for Qualified Vendor Applications.

- 6.1.10 "Application" means a completed copy of the Application and Qualified Vendor Agreement Award form submitted in hardcopy to the Division; the required information in the Qualified Vendor Application and Directory System submitted electronically to the Division via the Division's website, and approved by the Division; a hardcopy of the required information entered into the Qualified Vendor Application and Directory System submitted to and approved by the Division; and all applicable submittals required in the Qualified Vendor Application Assurances and Submittals form submitted to and approved by the Division.
- 6.1.11 "Arizona Administrative Code (A.A.C.)" means State regulations established pursuant to relevant statutes.
- 6.1.12 "Arizona Revised Statutes (A.R.S.)" means Laws of the State of Arizona.
- 6.1.13 "Business Day" means between the hours of 8:00 a.m. and 5:00 p.m. Arizona time any day of the week other than Saturday, Sunday, a legal holiday, or a day on which the Division is authorized or obligated by law or executive order to close.
- 6.1.14 "Clean Claim" means claims that may be processed without obtaining additional information from the provider of service or from a third party but does not include claims under investigation for fraud and abuse or claims under review for medical necessity (A.R.S. § 36-2904.G.1).
- 6.1.15 "Client," "Member," "DD/ALTCS Member," "Consumer," or "Individual" means a person who is authorized to receive services through the Division.
- 6.1.16 "Code of Federal Regulations or "C.R.F." means the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.
- 6.1.17 "Community Developmental Disability Services" means any service or support the Division is authorized to purchase on behalf of individuals with developmental disabilities and their families or guardians.
- 6.1.18 "Days" means calendar days unless otherwise specified.
- 6.1.19 "Department" or "ADES" means the Arizona Department of Economic Security, unless otherwise indicated.
- 6.1.20 "Division" or "DDD" means the Division of Developmental Disabilities within the Department of Economic Security. References to rules, policies, or procedures of the Division shall be deemed to include all rules, policies, and procedures of the Department.

- 6.1.21 "Effective Date" means the date that the Procurement Officer signs the Qualified Vendor Agreement Award, unless another date is specifically stated in the Agreement.
- 6.1.22 "Encounter" means the record of a service submitted to or by the Division and processed by AHCCCS that is rendered by a provider registered with AHCCCS to a member who is enrolled with the Division on the date of service for which the Division incurs a financial liability (A.A.C. R9-22-701).
- 6.1.23 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 6.1.24 "Health Insurance Portability and Accountability Act "or "HIPAA" means the Health Insurance Portability and Accountability Act [Public Law (P. L.) 104-191]; also known as the Kennedy-Kassebaum Act, signed August 21, 1996 that addresses issues regarding the privacy and security of member confidential information.
- 6.1.25 "Individual Independent Provider" as referenced in this document means a person who is qualified to provide the service, does not have any employees, has a provider identification number, and has an individual service agreement with the Division to provide one or more of the following services: Attendant Care; Habilitation, Hourly Support; Homemaker; Respite; or Habilitation, Individually Designed Living Arrangement.
- 6.1.26 "Individual Support Plan" or "ISP" means a written statement of services to be provided to a Division member with developmental disabilities including habilitation goals and objectives and a listing of the services, if any, the member is authorized to receive. The ISP incorporates and replaces the Individual Program Plan, the placement evaluation, the individualized service program plan and the service program plan used in A.R.S. § 36-557 (as may be amended). ISP incorporates the Individual Family Service Plan ("IFSP") as defined in Section 809.1 of the Division's Policy and Procedures Manual as well as a Person Centered Plan, which describes the type, frequency, and duration of the services and supports needed to achieve the appropriate outcomes for a member. The ISP or IFSP is also referred to as the "planning document".
- 6.1.27 "Individual Support Plan Team" or "ISP Team" means a group of persons including the member, the member's representative, and other persons selected by the member, assembled by the Division and coordinated by the member's Support Coordinator to develop the member's planning document [e.g., Individual Support Plan (ISP)].

- 6.1.28 "Material Event" is an event that could prevent or impede the vendor's ability or legal authority to perform its duties under this Agreement, including but not limited to the duty to render services in a manner that protects the health and safety of DDD members. The following are deemed to be material events: (but the following are not intended to include every possible material event): (i) any regulatory enforcement action is brought against the vendor, including but not limited to actions relating to any license, permit, or certification held by the vendor; (ii) the vendor is the subject of a filing in bankruptcy (either by the vendor or another party); (iii) the vendor is a party to litigation or other legal action where damages or other remedies are sought from the vendor, including but is not limited to actions alleging the vendor's default on payment of wages, indebtedness, or taxes; (iv) the vendor's assets are subject to a court-ordered restriction on transfer, including but not limited to attachment or garnishment (however, an order to garnish the wages of an employee of the vendor is not considered to be a restriction on the transfer of the vendor's assets, for purposes of this Agreement); (v) any officer, director, or other management official of the vendor, or any person owning or controlling over 25% of any class of securities issued by the vendor, is the subject of regulatory enforcement action, criminal prosecution, or an action alleging dishonesty or fraud.
- 6.1.29 "May" indicates something that is not mandatory but permissible.
- 6.1.30 "Member/Member Representative" means with respect to the Client, either the Client or the Responsible Person, as appropriate.
- 6.1.31 "Procurement Officer" means the person duly authorized to enter into and administer Agreements and make written determinations with respect to the Agreement or his/her designee.
- 6.1.32 "Professional Independent Provider" means a person who is licensed or certified under Title 32, A.R.S., who provides services for members as a Qualified Vendor and is not an employee or a subcontractor of a provider agency.
- 6.1.33 "Qualified Vendor" means any person or entity that has an Agreement with the Division of Developmental Disabilities.
- 6.1.34 "Record" means any data in any form that is required to be created and/or maintained to document performance of the Agreement.
- 6.1.35 "Responsible person" means the parent or guardian of a developmentally disabled minor, the guardian of a developmentally disabled adult or a developmentally disabled adult who is a member (client) for whom no guardian has been appointed.

- 6.1.36 "Shall" or "Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Application or termination of the Agreement, in whole or in part.
- 6.1.37 "Should" indicates something that is recommended but not mandatory. If the Applicant fails to provide recommended information, the State may, at its sole option, ask the Applicant to provide the information or evaluate the Application without the information.
- 6.1.38 "Subcontract" means any arrangement, expressed or implied, between the Qualified Vendor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Agreement.
- 6.1.39 "State" means the State of Arizona and the Department or Agency of the State that executes the Agreement.
- 6.1.40 "Third Party Liability" means the resources available from a person or entity that is or may be, by Agreement, circumstances, or otherwise, liable to pay all or part of the medical expenses incurred by a Division client (A.A.C. R6-6-101.71 and A.A.C. Title 9, Chapter 22, Article 10).
- 6.1.41 "Third Party Payor" means any individual, entity or program that is or may be liable to pay all or part of the medical cost of injury, disease or disability of a Division client (A.A.C. R6-6-101.72).
- 6.1.42 "Vendor Call" means a notice from the Division inviting Qualified Vendors and individual independent providers to submit a response indicating their availability to provide services for a specific member or specific group of members, based on the requirements defined in the member's planning document.

6.2 Agreement Interpretation

6.2.1 Arizona Law.

Arizona law applies to this Agreement.

6.2.2 Implied Agreement Terms.

Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

6.2.3 Agreement Order of Precedence.

In the event of a conflict in the provisions of the Agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 6.2.3.1 Qualified Vendor Award;
- 6.2.3.2 DES/DDD Standard Terms and Conditions for Qualified Vendors;
- 6.2.3.3 Service Requirements/Scope of Work;
- 6.2.3.4 Service Specifications;
- 6.2.3.5 Rates;
- 6.2.3.6 Information entered into the Qualified Vendor Application and Directory System ("QVADS") (most recently approved); and
- 6.2.3.7 Attachments to information entered into QVADS (most recently approved).

6.2.4 Relationship of Parties.

The Qualified Vendor under this Agreement is an independent contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement. In the event that the Qualified Vendor or its personnel is sued or prosecuted for conduct arising from this Agreement, the Qualified Vendor or its personnel will not be represented by the Department or the Arizona Attorney General. In addition, taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Qualified Vendor shall make arrangements to directly pay such expenses.

6.2.5 Severability.

The provisions of this Agreement and any amendments to the Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement or the amendment.

6.2.6 No Parol Evidence.

This Agreement is intended by the parties as a final and complete expression of their Agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding, either oral or in writing, shall be binding.

6.2.7 No Waiver.

Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

6.2.8 <u>Headings</u>.

The section headings used in the Agreement are for reference and convenience only and shall not enter into any interpretation of the Agreement.

6.3 Agreement Administration and Operation

6.3.1 Records.

- 6.3.1.1 Under A.R.S. §§ 35-214 and 35-215, the Qualified Vendor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five (5) years after the date of final payment under the Agreement. In compliance with A.R.S. § 12-2297, the Qualified Vendor shall retain records as follows: (i) if the member is an adult, for a period of six (6) years from the date of final payment; (ii) if the member is a child, either for at least three (3) years after the child's eighteenth (18th) birthday or for at least six (6) years after the date of final payment, whichever occurs later. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Qualified Vendor shall produce a legible copy of any or all such records.
- Records that relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the State, shall be retained by the Qualified Vendor until such grievances, disputes, litigation, claims or exceptions have been resolved.
- The Qualified Vendor shall provide at no charge all records requested by the Department or its attorneys (which may include, but is not limited to, requests relating to Adult Protective Services, Child Support Enforcement, or Child Protective Services), and/or the AHCCCS and all information from its records relating to the performance of this Agreement that the Department or the AHCCCS may reasonably require. The Qualified Vendor reporting requirements hereunder may include, but are not limited to, timely and detailed utilization statistics, information and reports. Unless otherwise agreed to by the Department, records requested by the Department or its attorneys are to be provided prior to or on the date set forth in the request. If the Qualified Vendor receives the request less than seven (7) business days prior to the response date specified, the Qualified Vendor shall make diligent efforts to comply with the request, and notify the Department of the status of its efforts to comply.

- 6.3.1.4 The Qualified Vendor shall follow all policies and procedures of the Division for the acceptance, retention, disposition, and accounting for member (client) funds. The Qualified Vendor also shall develop and maintain internal policies and procedures for the administration of such funds. All Division policies are posted on the Division's website at www.azdes.gov/ddd.
- 6.3.1.5 The Division is responsible for submission of accurate Encounters to AHCCCS for all Agreement services rendered to eligible members by the Qualified Vendor and any subcontractor. Claims filed by the Qualified Vendor are the basis of the encounter submission by the Division. Qualified Vendors shall work with the Division to ensure that Encounters effectively occur. This shall include adhering to Division Billing Requirements. Billing Requirements are posted on the Division website at www.azdes.gov/ddd.
- Agreement service records will be maintained in accordance with this Agreement. Records shall, as applicable, meet the following standards:
- 6.3.1.6.1 Adequately identify the service provided;
- 6.3.1.6.2 Include personnel records, which contain applications for employment, job titles and descriptions, hire and termination dates, copies of the fingerprint clearance cards, wage rates, and effective dates of personnel actions affecting any of these items;
- 6.3.1.6.3 Include time and attendance records for individual employees to support all salaries and wages paid and claims for payment from the Division;
- 6.3.1.6.4 Include records of the source of all receipts and the deposit of all funds received by the Qualified Vendor;
- 6.3.1.6.5 Include original copies of billing or other records relating to disbursements including but not limited to invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Agreement;
- 6.3.1.6.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the Agreement; and
- 6.3.1.6.7 Include copies of lease/rental contracts, mortgages and/or any other contracts, which in any way may affect Qualified Vendor expenditures.
- Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

6.3.1.8 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of final payment under the Agreement. In compliance with A.R.S. § 12-2297, the Qualified Vendor shall retain records as follows; (i) if the member is an adult, for a period of six (6) years from the date of final payment; (ii) if the member is a child, either for at least three (3) years after the child's eighteenth (18th) birthday or for at least six (6) years after the date of final payment, whichever occurs later. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the state, shall be retained by the Qualified Vendor until such disputes, litigations, claims or exceptions are resolved by way of a binding agreement, the rendering of a final judgment, or the claims have otherwise been dismissed.

6.3.2 Non-Discrimination.

In accordance with A.R.S. § 41-1461 *et seq.* and Executive Order 2009-09, the Qualified Vendor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation.

- Unless exempt under Federal law, the Qualified Vendor shall comply with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Fair Labor Standards Act of 1938, the Americans with Disabilities Act, and the Arizona Disability Act.
- 6.3.2.2 If Qualified Vendor is an Indian Tribal Government, Qualified Vendor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Qualified Vendor to engage in Indian preference in hiring.
- 6.3.2.3 Unless expressly waived by the Division, the following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of Agreement services:

Under Titles VI and VII of the Civil Rights Act of 1964 (respectively "Title VI" and "Title VII") and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, insert Qualified Vendor name here) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (insert Qualified Vendor name here) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (insert Qualified Vendor name here) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print

materials. It also means that the (*insert Qualified Vendor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Qualified Vendor contact person and phone number here*) Para obtener este documento en otro formato u obtener información adicional sobre esta política, (*insert Qualified Vendor contact person and phone number here*)".

6.3.3 Audit.

- 6.3.3.1 Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and five (5) years, or in compliance with A.R.S. § 12-2297, the Qualified Vendor shall retain records as follows; (i) if the member is an adult, for a period of six (6) years from the date of final payment; (ii) if the member is a child, either for at least three (3) years after the child's eighteenth (18th) birthday or for at least six (6) years after the date of final payment, whichever occurs later, the Qualified Vendor's and/or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or subcontract.
- 6.3.3.2 All Qualified Vendors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services.
- 6.3.3.2.1 The Qualified Vendor shall comply with the AHCCCS financial viability standards. AHCCCS' current financial viability standards include: current assets divided by current liabilities must be equal to or greater than a ratio of 1.00. Current assets may include any long-term investments that can be converted to cash within twenty-four (24) hours without significant penalty [(i.e., greater than twenty (20) percent]. If current assets include a receivable from a parent company, the parent company must have liquid assets that support the amount of the inter-company loan.
- 6.3.3.3 The Qualified Vendor must prepare financial reports in accordance with Generally Accepted Accounting Principles ("GAAP"). Annual financial audit reports must be conducted in accordance with Generally Accepted Auditing Standards ("GAAS") audited by an independent Certified Public Accountant. The completed audited Financial Statement Report package must be submitted to the Division person designated to receive notices within thirty (30) days after completion of the audit unless a different time is requested and approved by the Division.

- Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 United States Code ("U.S.C.") Section 7501 *et seq.* and A.R.S. §35-181.03 and any other applicable statutes, rules, regulations, and standards.
- A Qualified Vendor receiving five million dollars (\$5,000,000) or more in payments from the Department for Qualified Vendor services in any state fiscal year shall provide the Department the following: (a) Quarterly financial statements no later than sixty (60) days following the end of the quarter, and (b) Annual audited financial statements no later than thirty (30) days after the completion of the audit unless a different time has been requested and approved by the Division.
- A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year in the amount of at least two million dollars (\$2,000,000) but less than five-million dollars (\$5,000,000) shall provide the Department the following: (a) Semi-annual financial statements no later than sixty (60) days following the end of the second quarter; and (b) Annual financial statements that have been reviewed by an independent Certified Public Accountant. Review report must consist of at least a Balance Sheet, Income Statement and Statement of Cash Flows. Annual financial statements shall be submitted to the Division no later than thirty (30) days after the completion of the review unless a different time has been requested and approved by the Division.
- A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year in the amount of at least one million dollars (\$1,000,000) to less than two-million dollars (\$2,000,000) shall provide the Department an annual financial compilation that has been compiled by an independent Certified Public Accountant. A compilation must consist of at least a Balance Sheet, Income Statement and Statement of Cash Flows. Annual financial statements shall be submitted to the Division no later than thirty (30) days after the completion of the compilation unless a different time has been requested and approved by the Division.
- A Qualified Vendor receiving payments from the Department for Qualified Vendor services in any state fiscal year less than one million dollars (\$1,000,000) shall provide the Department an annual financial statement that consists of a Balance Sheet, Income Statement, and Statement of Cash Flows within one hundred twenty (120) days after fiscal year end.

6.3.4 Notices.

All Notices from the Division to Qualified Vendors shall reference the Solicitation RFQVA. Notices from Qualified Vendors to the Division shall reference the Agreement Number. Notices to the Qualified Vendor required by

this Agreement may be made by the State via email to the email contact indicated on the Qualified Vendor Application form submitted by the Qualified Vendor. Notices to the Qualified Vendor by the State may be made solely via email. Therefore, the Qualified Vendor is required to keep their Qualified Vendor Agreement email contact and address updated at all times to ensure receipt of notices from the State. Notices to the State required by the Agreement shall be mailed by the Qualified Vendor to the Division's Contract Manager at the following address:

Contract Management Unit Business Operations – Site Code 791A Arizona Department of Economic Security Division of Developmental Disabilities P.O. Box 6123 Phoenix, Arizona 85005-6123

or e-mailed to DDDContractsManager@azdes.gov unless a hardcopy signature or original document is required. All notices or other documentation supplied to the Division by the Qualified Vendor shall contain the Qualified Vendor number, Agreement number, and name of the entity.

- 6.3.5 <u>Advertising and Promotion of Agreement.</u>
- 6.3.5.1 The Qualified Vendor shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of the Division.
- 6.3.5.2 The Qualified Vendor shall provide to the Division for review and approval all reports or publications (written, visual, and/or audio) which are intended for Division members or applicants regarding services funded or partially funded under the Qualified Vendor Agreement a minimum of thirty (30) calendar days prior to delivery or publication. The preceding sentence does not apply to communications directed to the general public. The Qualified Vendor shall refer to the Division's Provider Manual for guidance on submitting and processing materials pursuant to this subsection.
- 6.3.5.2.1 All reports and publications, whether written, visual, and/or audio, shall contain the following statement: "The program described in this publication is funded through a contract with the Arizona Department of Economic Security (the "Department"). Points of view are those of the author and do not necessarily represent the official position or policies of the Department."
- 6.3.6 Property of the State.

- Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the State. The Qualified Vendor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Qualified Vendor shall not use or release these materials without the prior written consent of the State.
- 6.3.6.2 The Federal and State governments reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State government purposes such materials, reports, data or information system, software, documentation and manuals.
- At the termination of the Agreement, in whole or in part, the Qualified Vendor shall make available all such relevant materials, reports, data and information to the Division within thirty (30) days following termination of the Agreement or such longer period as approved by the Division.

6.3.7 <u>Confidentiality</u>.

- 6.3.7.1 The Qualified Vendor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of Agreement services. To the extent permitted by law, the Qualified Vendor shall release information to the Department and the Attorney General's Office as required by the terms of this Agreement, by law or upon their request.
- 6.3.7.2 The Qualified Vendor shall comply with the requirements of the Arizona Address Confidentiality Program, A.R.S. § 41-161 *et seq.*

6.3.8 <u>Agreement Term.</u>

The term of this Agreement shall be the period of time from the date of signing by the Department to the Agreement termination date as awarded or extended, or such earlier date as provided under Section 6.10. The Qualified Vendor will not be paid or reimbursed for Agreement services provided prior to the date services are authorized to begin.

6.3.9 <u>Agreement Extension.</u>

The maximum term for this Agreement is six (6) years from January 1, 2011. This Agreement will expire no later than December 31, 2017. The Agreement can be terminated as specified in Section 6.10 *et seq.* of these terms and conditions. The Procurement Officer may exercise the Division's option to extend or renew the Agreement by unilateral Agreement amendment; a written amendment signed by both parties shall not be necessary. The Division has no obligation to extend or renew this Agreement.

6.3.10 <u>Cooperation</u>.

6.3.10.1 The Department may undertake or award other Agreements or Contracts for additional work related to the work performed by the Qualified Vendor, and the Qualified Vendor must fully cooperate with such other Qualified Vendors, Contractors, and State employees, and carefully fit its own work to such other work. The Qualified Vendor may not commit or permit any act that will interfere with the performance of work by any other Qualified Vendor, Contractor, or by State employees. The Qualified Vendor shall cooperate with the State in the transfer of work, services, case records or files from the Qualified Vendor to any other Qualified Vendor(s), Contractor(s), or State employee(s) that the State deems appropriate for the other Qualified Vendor(s), Contractor(s), or State employee(s) to perform work under their Agreement, Contract, or duties as a State employee.

6.3.11 Technical Assistance.

The Division may, but shall not be obligated to, provide technical assistance to the Qualified Vendor in the administration of Agreement services, or relating to the terms and conditions, policies and procedures governing this Agreement. Notwithstanding the foregoing, the Qualified Vendor shall not be relieved of full responsibility and accountability for the provision of Agreement services in accordance with the terms and conditions set forth herein.

6.3.12 Enrollment; Disenrollment.

Procedures for enrollment of a member in Qualified Vendor services and termination of enrollment with the Qualified Vendor shall be in accordance with the Agreement and all applicable Division and/or AHCCCS rules and policies. AHCCCS rules and policies may be found at www.azahcccs.gov/default.aspx.

6.3.13 Offshore Performance of Work Prohibited.

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or Members and may involve access to or transmission of secure or sensitive data or personal information or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications or scope of work, this definition does not apply to indirect or "overhead" services, redundant backup services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

6.4 Costs and Payments

- 6.4.1 Payments.
- 6.4.1.1 Upon delivery of goods or services, the Qualified Vendor shall submit a claim. Submission of the claim constitutes an affirmation by the Qualified Vendor that the claim is accurate. Nothing in this Agreement requires the State to pay claims any sooner than thirty (30) days after receipt of an accurate claim.
- 6.4.1.2 The Qualified Vendor is paid a specified amount for each unit of service or deliverable as designated in the service specification and *RateBook* or negotiated rate, not to exceed the maximum number of units indicated by the authorization for each Agreement service/deliverable.
- 6.4.1.3 The Qualified Vendor shall report Agreement expenditures to the Division in the manner prescribed by the "Records," "Audits," and "Reporting Requirements" sections of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Division shall authorize payment or reimbursement in accordance with the method(s) prescribed by this Agreement.
- 6.4.1.4 If the Qualified Vendor is in any manner in default in the performance of any obligation under this Agreement, or if audit exceptions are identified, the Division may, at its option and in addition to other available remedies, either offset the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 6.4.1.5 The Division will not pay the Qualified Vendor:
- 6.4.1.5.1 For services that exceed the authorization.
- 6.4.1.5.2 For services performed prior to or after the term of the Agreement.
- 6.4.1.5.3 For services delivered prior to licensing if licensing is required.
- 6.4.1.5.4 For services delivered prior to required certification including but not limited to certification as a Home and Community Based Service provider.
- 6.4.1.5.5 For services delivered prior to AHCCCS registration.
- Claims by the Qualified Vendor shall be submitted to the Division on the Division's approved Billing Documents and in the format required by the Division, AHCCCS or the Federal government under the electronic submission requirements of the HIPAA of 1996.

- 6.4.1.7 The Division is not obligated to pay for services provided without prior authorization. Claims for services delivered must be initially received by the Division not later than nine (9) months after the last date of service shown on the claim. A resubmitted claim shall not be considered for payment unless it is received by the Division as a clean claim not later than twelve (12) months after the last date of service shown originally on the claim.
- 6.4.1.8 For the purpose of determining the date of receipt of a claim, the date of receipt is the date the Division receives the claim. Only claims received by the Division in accordance with the provisions of this section will be considered for payment.
- 6.4.1.9 The Qualified Vendor must obtain any necessary authorization from the Division or AHCCCS for services provided to members and shall comply with encounter reporting and claims submission requirements of the Division and AHCCCS.
- 6.4.1.10 Corrections to claims submitted to the Division in which an underpayment was made due to either billing errors or an error on the part of the Division when paying must be made within a twelve (12) month period of time following delivery of service. Underpayment billing corrections will not be considered beyond twelve (12) months from service delivery.
- 6.4.2 <u>Applicable Taxes</u>.
- 6.4.2.1 Payment of Taxes

The Qualified Vendor shall be responsible for paying all applicable taxes.

6.4.2.2 State and Local Transaction Privilege Taxes

The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

6.4.2.3 *Tax Indemnification*

The Qualified Vendor and all subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the Qualified Vendor. The Qualified Vendor shall, and require all subcontractors to, hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6.4.2.4 Arizona Substitute W-9 Form

In order to receive payment under the Agreement, the Qualified Vendor shall have a current Arizona Substitute W-9 Form on file with the State of Arizona and shall submit an Arizona Substitute W-9 upon request by the Division. An Arizona Substitute W-9 will need to be submitted if there are any changes to the Qualified Vendor's address, name, telephone number or other information. A copy of this Arizona Substitute W-9 form can be found at the Arizona Department of Administration's General Accounting Office website at www.gao.az.gov.

6.4.3 Availability of Funds.

The Department may adjust payment authorizations, adjust prior service authorizations, or terminate this Agreement, in whole or in part, without further recourse, obligation, or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds.

6.4.3.1 Reduction in Appropriations.

If the State Legislature reduces the appropriations to the Department or Division resulting directly or indirectly in a decrease in funding for goods and service that are subject to this Agreement the State may take any appropriate action, including but not limited to the following actions:

- Post revised rates in the *RateBook*;
- Cancel the Agreement;
- Cancel the Agreement and re-solicit the requirements.

6.4.4 Certification of Cost or Pricing Data.

By signing the Qualified Vendor Application, Agreement, Agreement Amendment or other official form, the Qualified Vendor is certifying that, to the best of the Qualified Vendor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Qualified Vendor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when Agreement rates are set by law or regulation.

6.4.5 Fees and Program Income.

6.4.5.1 The Qualified Vendor shall impose no fees or charges of any kind upon members for services authorized under this Agreement; this prohibition includes but is not

limited to seeking indemnification, release, or other contract rights from the member.

- 6.4.5.2 The Qualified Vendor shall not submit a claim, demand, or otherwise collect payment from a member for ALTCS services in excess of the amount paid to the Qualified Vendor by the AHCCCS or the Division. The Qualified Vendor shall not bill or attempt to collect payment directly or through a collection agency from a member claiming to be ALTCS eligible without first receiving verification from the AHCCCS that the member was ineligible for ALTCS on the date of service or that services provided were not ALTCS covered services (A.A.C. R9-22-702).
- 6.4.5.3 The Division shall collect Client Share of Cost as described in A.A.C. R6-6-1201 *et seq.* The Qualified Vendor may not collect this amount from members.
- 6.4.5.4 Members may be assessed a cost sharing requirement in the form of a co-payment for certain medical services (A.A.C. R9-22-711). Residential Qualified Vendors may need to facilitate payment of this charge from client trust fund accounts.
- 6.4.6 Levels of Service.
- 6.4.6.1 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer members as may be identified or specified herein. Further, it is understood and agreed that this Agreement is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources.
- Any administration within the Department may obtain services under this Agreement.
- 6.4.6.3 The Division makes no guarantee to purchase all of the service capacity or to provide any number of referrals.
- Any change in member residential placement requires approval by the appropriate Division District Administration. The Division reserves the authority to make any and all determinations regarding member need. Except in an emergency need situation, changes in residential placement require sixty (60) day written prior notification by either the Qualified Vendor or the Division of Developmental Disabilities.
- 6.4.7 <u>Payment Rec</u>oupment.
- 6.4.7.1 The Qualified Vendor shall reimburse the Division upon demand or the Division may deduct from future payments the following:

- 6.4.7.1.1 Any amounts received by the Qualified Vendor from the Division for Agreement services that have been inaccurately reported or fail to meet payment requirements;
- Any amounts paid by the Qualified Vendor to a subcontractor if the Qualified Vendor entered into the subcontract without advance notice to the Division:
- 6.4.7.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these terms and conditions;
- Any amounts paid by the Division for services that duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- Any amounts paid to the Qualified Vendor or reimbursed in excess of the Agreement or service reimbursement ceiling;
- 6.4.7.1.6 Any amounts paid to the Qualified Vendor that are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions;
- Any payments made for services rendered before the Agreement date or after the Agreement termination date (whether in whole or in part); and
- 6.4.7.1.8 Any amount paid to the Qualified Vendor by the Division that is identified as a financial audit exception.
- 6.4.8 Reporting Requirements.
- Unless otherwise provided in this Agreement, reporting shall adhere to the following schedule: no later than the thirtieth (30th) day following the end of each month during the Agreement term, the Qualified Vendor shall submit required programmatic and financial reports to the Division in the form set forth in the Agreement or as required by the Division. Failure to submit accurate and complete reports by the thirtieth (30th) day following the end of a month may result, at the option of the Division, in delay of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of the Division, in a termination of the Agreement.
- No later than the forty-fifth (45th) day following the termination of this Agreement, in whole or in part, the Qualified Vendor shall submit to the Division a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Division, in forfeiture of final payment. Following the end of each Agreement term, the Qualified Vendor shall submit programmatic and financial reports to the Division

in the form set forth in the contract no later than the forty-fifth (45th) day following the end of the each Agreement term. The final fiscal report for the Agreement term shall include all adjustment to prior financial reports submitted for the Agreement term.

- 6.4.8.3 All records or other documentation supplied to the Division by the Qualified Vendor shall contain the Qualified Vendor number, Agreement number, name of the entity, and be submitted to the person designated by the Division.
- 6.4.8.4 Earned income reports for employment-related services shall be submitted to the Division by the Qualified Vendor no later than the fifteen (15th) day of each month following the service. This also applies to Qualified Vendors who contract with another division to provide employment-related services to the Division's members.
- 6.4.8.5 The Qualified Vendor shall comply with any other reporting requirements as specified in the Agreement or as required by the Division.
- 6.4.9 Substantial Interest Disclosure.
- 6.4.9.1 The Qualified Vendor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization that has a substantial interest in the Qualified Vendor's organization or with which the Qualified Vendor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless the Qualified Vendor has made a full written disclosure of the proposed payments, including amounts, to the Division.
- 6.4.9.2 Leases or rental contracts or purchase of real property that would be covered by item 6.4.9.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 6.4.9.3 For the purpose of this section, "relative" shall have the same meaning as in A.R.S. § 38-502, including the definition therein as it may be amended.
- 6.4.10 <u>Coordination of Benefits; Third Party Liability Determination.</u>
- 6.4.10.1 When applicable, the Qualified Vendor shall establish and maintain a third party payor identification process.
- 6.4.10.1.1 The Qualified Vendor shall report to the Division any updates to the member-specific third party liability information within ten (10) business days of learning of the new information.

- When applicable, the Qualified Vendor shall seek payment from the third party utilizing the AHCCCS-approved Current Procedural Terminology codes (CPT) or Healthcare Common Procedure Coding System ("HCPCS") for the service provider's category of service, up to the amount of liability before submitting a claim to the Division.
- 6.4.10.3 When submitting a claim to the Division, the Qualified Vendor shall also provide information acceptable to the Division showing the rejection or nonpayment of the claim by the third party. Acceptable information includes, but is not limited to, an "explanation of benefits" form when the third party is an insurance company whose potential liability for the claim arises out of a contract of insurance.
- In the event the Qualified Vendor receives payment from a third party payor in an amount that meets or exceeds the published rate, the Qualified Vendor shall report the provision of service on the claim document showing no amount due from the Division.
- 6.4.10.5 To the extent the Division pays all or a portion of a claim of the Qualified Vendor, the Qualified Vendor hereby assigns to the Division all rights it would otherwise have had from the third party or from any other source.
- 6.4.10.6 AHCCCS rules apply to the coordination of benefits under this Agreement.

6.5 Accountability

6.5.1 Professional Standards.

The Qualified Vendor shall deliver services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Agreement.

- 6.5.2 Qualified Vendor Code of Conduct.
- 6.5.2.1 The Qualified Vendor shall subcontract with or utilize only those individuals or organizations that are culturally sensitive, who meet accessibility standards for the disabled, and who do not discriminate based on ethnicity, gender, age, race, religion, marital status, sexual orientation or socioeconomic status.

 Subcontractors and their credentials shall meet all the requirements that apply to the Qualified Vendor.
- 6.5.2.2 The Qualified Vendor must ensure that its personnel, subcontractors and any other individual utilized by the Qualified Vendor for this Agreement:
 - Represent themselves, their credentials, and their relationship to Qualified Vendor accurately to members and others in the community.

- Participate as appropriate in the planning (e.g., ISP) process, including the implementation of plan objectives.
- Maintain consumer privacy and confidential information in conformity with federal and state law, rule, and policy.
- Ensure that all individuals who participate in this Agreement have been trained and have affirmed their understanding of federal and state law, rule, and policy regarding confidential information.
- Ensure that members receiving service are safely supervised and accounted for.
- Act in a professional manner, honor commitments, and treat members and families with dignity and respect.
- Display a positive attitude.
- Absolute zero tolerance for the following: sexual activity with members and family members; employ authority or influence with members and families for the benefit of a third party; exploit the member's trust in the Contractor; or accept any commission, rebates, or any other form of remuneration except for payment by the Contractor.
- 6.5.2.3 The Qualified Vendor shall avoid any action that might create or result in the appearance of:
- Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Agreement;
- 6.5.2.3.2 Acting on behalf of the State without appropriate authorization;
- 6.5.2.3.3 Providing favorable or unfavorable treatment to anyone;
- 6.5.2.3.4 Making a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
- 6.5.2.3.5 Misrepresenting or otherwise impeding the efficiency, authority, actions, policies, or adversely affecting the confidence of the public or integrity of the State; or,
- 6.5.2.3.6 Loss of impartiality when advising the State.
- 6.5.3 Personnel.

The Qualified Vendor's personnel must satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this Agreement.

- 6.5.4 <u>Fingerprinting</u>.
- 6.5.4.1 The Qualified Vendor shall comply with, and shall ensure that all of the Qualified Vendor's employees, independent contractors, subcontractors, volunteers and

other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to Agreement performance.

- Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement. The Qualified Vendor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to Agreement performance. The reference to "juvenile" in A.R.S. § 46-141 shall include "vulnerable adult" as defined in A.R.S. § 13-3623.
- 6.5.4.3 Personnel who are employed by the Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department of Public Safety for the purposes of obtaining a state and federal criminal records check pursuant to A.R.S. § 41-1750 and P. L. 92-544 or shall apply for fingerprint clearance card within seven (7) working days of employment.
- 6.5.4.4 The Qualified Vendor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in the Agreement.
- 6.5.4.5 The Qualified Vendor shall comply with the Division's Criminal Acts/Fingerprinting Standards.
- 6.5.4.6 Except as provided in A.R.S. § 46-141, this Agreement may be cancelled or terminated immediately if a person employed by the Qualified Vendor and who has contact with juveniles or vulnerable adults certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 6.5.4.7 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall certify on forms provided by the Department and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).

- 6.5.4.8 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall certify on forms provided by the Department and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse or any act of abuse against a vulnerable adult as defined in A.R.S. § 13-3623.
- 6.5.5 Federally Recognized Native American Tribes or Military Bases Certifications.

Federally recognized Native American tribes or military bases may submit and the Department shall accept certifications that state that no personnel who are employed or who will be employed during the Agreement term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (F) (as may be amended).

6.5.6 Background Checks for Employment through the ADES Central Registry.

If providing direct services to children or vulnerable adults, the following shall apply:

- 6.5.6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Agreement.
- 6.5.6.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 - 1. Any person who applies for a contract with this State and that person's employees;
 - 2. All employees of a contractor;
 - 3. A subcontractor (subcontracting to provide member direct services) of a contractor and the subcontractor's employees; and
 - 4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 6.5.6.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract,

- employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
- 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 6.5.6.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES members (clients) after completion and submittal of the Direct Service Position certification if:
 - 1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

The Certification for Direct Service Position is located at: http://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc.

- 6.5.6.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES members (clients).
- 6.5.6.7 The Qualified Vendor shall comply with the provisions of A.R.S. § 8-804 (as may be amended) and submit the names of each employee, subcontractor, and subcontractor employee, including volunteers, providing direct service to Division members for the Central Registry Background Check. The form for submitting the request is in Section 9, Attachment G of this Agreement located https://www.azdes.gov/main.aspx?menu=96&id=4792.
- 6.5.6.7.1 The Qualified Vendor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.
- 6.5.6.7.2 For purposes of this Agreement, references to "juvenile" in A.R.S. § 8-804 shall also include "vulnerable adult" as defined in A.R.S. § 13-3623.
- 6.5.7 Evaluation.

The Department or third parties may evaluate, and the Qualified Vendor shall cooperate in the evaluation of, Agreement services. Evaluation may assess the quality and impact of services, either in isolation or in comparison with other similar services, and assess the Qualified Vendor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Agreement.

6.5.8 <u>Visitation, Inspection and Copying.</u>

The Qualified Vendor's or any subcontractor's facilities, services, members served, books and records pertaining to the Agreement shall be available for visitation, inspection and copying by the Division and any other appropriate agent of the State or Federal Government. At the discretion of the Division, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Division deems it to be an emergency situation, it may at any time visit and inspect the Qualified Vendor's or any subcontractor's facilities, services, and members served, as well as inspect and copy their Agreement-related books and records.

6.5.9 <u>Supporting Documents and Information.</u>

In addition to any documents, reports or information required by any other section of this Agreement, the Qualified Vendor shall furnish the Division with any further documents and information deemed necessary by the Division in the form requested by the Division to demonstrate that the Qualified Vendor is in compliance with programmatic and Agreement requirements. Upon receipt of a request for information from the Department, the Qualified Vendor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

6.5.10 Monitoring.

- 6.5.10.1 The Department may monitor the Qualified Vendor or any subcontractor and each shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
- The Division will monitor the Qualified Vendor's compliance with the Agreement as deemed necessary by the Division. Monitoring may also be conducted, at reasonable times, by members, parents, member representatives, representatives of the Developmental Disabilities Advisory Council, and other recognized, ongoing advocacy groups for persons with developmental disabilities. The Qualified Vendor shall adhere to all related policies and procedures the Division deems appropriate to adequately evaluate the quality and impact of services and to establish on-going monitoring of service performance. The Division reserves the right to monitor the actual provision of services for compliance with the Division Programmatic Standards and to conduct investigations in accordance with the

Division Investigation Standards and to verify staffing levels as authorized by the Division District Administration.

- 6.5.10.3 If the Division requires the Qualified Vendor to implement a corrective action plan, and the approved plan requires it, the Qualified Vendor shall notify all current and prospective members that they are operating under a corrective action plan.
- 6.5.11 <u>Utilization Control/Quality Assurance</u>.
- 6.5.11.1 The Qualified Vendor shall, at all times during the term of this Agreement, maintain an internal quality assurance system in accordance with current applicable AHCCCS rules and policies and Federal rules as specified in the current 42 C.F.R. Part 456, as implemented by AHCCCS and the Division. Qualified Vendor requirements shall include, but are not limited to:
- 6.5.11.1.1 Completing statistical or program reports as requested by the Division;
- 6.5.11.1.2 Complying with any recommendations made by the Division's Statewide Quality Management Committee;
- 6.5.11.1.3 Making records available upon request;
- 6.5.11.1.4 Allowing persons authorized by the Division access to program areas at any hours of the day or night as deemed appropriate by the Division; and
- 6.5.11.1.5 Providing program information, upon request, to the Division.
- 6.5.11.2 The Qualified Vendor shall cooperate with the Division and AHCCCS quality assurance programs and reviews.
- 6.5.12 <u>Sanctions Against the Division as a Result of Qualified Vendor Action or Inaction.</u>
- 6.5.12.1 Sanctions imposed against the Division by AHCCCS for noncompliance with requirements for encounter data reporting, referenced in "Records" of these Terms and Conditions, that would not have been imposed but for the action or inaction of one or more Qualified Vendors, will be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Division.
- 6.5.12.2 Any other sanctions imposed against the Division by AHCCCS in accordance with applicable AHCCCS rules, policies, and procedures that would not have been imposed but for the action or inaction of one or more Qualified Vendors will

be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Division.

- Sanctions imposed against the Division by AHCCCS for failure of one or more Qualified Vendors or any subcontractor to submit requested disclosure statements will be assessed against the Qualified Vendor based on the percentage of the Qualified Vendor's contribution to the sanction imposed against the Division.
- 6.5.13 Fair Hearings and Members' Grievances.
- 6.5.13.1 The Qualified Vendor shall advise all members who receive services of their right, at any time and for any reason, to present to the Qualified Vendor and to the Division any grievances arising from the delivery of services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Division may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 6.5.13.2 If required by the Division, the Qualified Vendor shall maintain a system, subject to review upon request by the Division, for reviewing and adjudicating grievances by members or subcontractors concerning the actual provision of services and payment for same by or on behalf of the Qualified Vendor. This system shall follow the grievance procedure agreed to by AHCCCS and the Division in the current AHCCCS/Division intergovernmental Agreement and the Division rules and policies.
- 6.5.14 Merger or Acquisition.
- 6.5.14.1 The Qualified Vendor shall not change ownership and/or taxpayer identification number without the prior written consent of the Division during the term of this Agreement. Consent shall not be unreasonably withheld.
- A proposed merger, reorganization, affiliation, or change in ownership of the Qualified Vendor shall require prior approval of the Division. In some cases, a new Application may be required.
- 6.5.15 Disclosure of Bankruptcy Filing and other Material Event.

Qualified Vendors shall immediately notify the Division of any and all filings made under the bankruptcy laws and regulations and promptly provide a copy of the court filing and any subsequent non-procedural Court orders to the Division, including the final order disposing of the bankruptcy. In addition, the Qualified Vendor shall immediately submit an amended Assurances and Submittals, to the Division's Contract Management Unit.

6.5.15.1 The Qualified Vendor shall notify the Division within twenty-four (24) hours, in writing, if the Qualified Vendor: (i) fails to so maintain any representation, comply with any covenant, or perform any duty as provided in this Agreement; (ii) receives notice or becomes aware of a claim or cause of action that would, if valid and enforceable against the Qualified Vendor, violate any provision in this Agreement; or (iii) becomes aware of any Material Event. The notice to the Division shall describe the event or facts that triggered the delivery of the notice.

6.5.16 Federal Database Checks.

- 6.5.16.1 The Division will not and the Qualified Vendor shall not employ or contract with any individual who has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity or from participating in non-procurement activities under regulations issued under Executive Order 12549 or under guidelines implementing Executive Order 12549 [42 Code of Federal Regulations ("C.F.R.") § 438.610(a) and (b), 42 C.F.R. § 1001. 1901(b), 42 C.F.R. § 1003. 102(a)(2)]. The Division is obligated under 42 C.F.R. § 455.436 to screen all Qualified Vendors and the Qualified Vendor is obligated to screen all employees, contractors, and/or subcontractor employees providing Agreement services to determine whether any of them have been excluded from participation in Federal health care programs by checking the following Federal databases:
 - 1. The List of Excluded Individuals/Entities ("LEIE") no less frequently than monthly (http://oig.hhs.gov/exclusions/)
 - 2. The System for Award Management ("SAM") no less frequently than monthly (https://www.sam.gov/portal/public/SAM/),
 - 3. And any other such databases that may be prescribed.
- 6.5.16.2 The Qualified Vendor shall maintain the Federal Database Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.

6.5.17 Fraud and Abuse.

6.5.17.1 If the Qualified Vendor discovers, or is made aware, that an act of suspected fraud or abuse has occurred or been alleged, the Qualified Vendor shall immediately report the incident or allegation to the Division as well as to the AHCCCS, Office of the Inspector General. The Qualified Vendor shall refer to the Division's Provider Manual for guidance.

6.6 Agreement Changes

The Division may change the Agreement by posting a proposed amendment for thirty (30) days of review and comment. The amendment then requires signature by both parties in order for the Agreement to continue; however, amendments reflecting changes in law or generally applicable policies and procedures shall become a part of this Agreement without signature by the parties. If an amendment requires the signature of the Qualified Vendor, and the Qualified Vendor fails to sign and return the amendment in the form and within the timeframe specified by the Division, the Division may terminate the Agreement, in whole or in part. The Qualified Vendor may request a change to its Application and, upon approval by the Division; the change will become part of the ongoing Agreement.

6.6.1 Unauthorized Amendments.

Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Qualified Vendor are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement amendments, shall be void and without effect, and the Qualified Vendor shall not be entitled to any claim under this Agreement based on those changes.

- 6.6.1.1 The Division may withdraw a proposed amendment, in whole or in part, before it becomes effective, if it is determined to be in the best interest of the State.
- 6.6.2 Updating Information and Amending a Qualified Vendor Application.
- 6.6.2.1 The Qualified Vendor shall update in QVADS the general information section of the vendor contract information component, the assurances and submittal form and associated submittals, the program description section of the detail information component, and administrative and service sites as necessary to ensure that the information is current and accurate. These changes are Vendor-initiated Application amendments. Application amendments that require approval by the Division are indicated in the electronic submittal process for QVADS and do not become effective unless approved.
- The Qualified Vendor shall update all other information in QVADS as necessary to ensure that the information is current and accurate.
- 6.6.2.3 If the Division finds that the information provided in the original Application or as an update to the application is materially inaccurate, and the Qualified Vendor fails to correct such information within the time specified in a notice from the Division, such failure may be cause for termination of the Agreement, in whole or

- in part. The Division may delete the information from the directory until a correction is provided or the Agreement is terminated.
- A Qualified Vendor seeking to add a service to its Agreement shall submit a request to the Division and if approved, the new service becomes part of the vendor's Agreement.
- 6.6.3 Subcontracts.
- 6.6.3.1 The Qualified Vendor shall not enter into any subcontract for direct services under this Agreement without advance notice to the Division.
- Prior to adding a subcontractor to the Agreement, the Qualified Vendor shall submit a formal, written statement to the Contracts Manager. The statement shall:
- 6.6.3.2.1 Be on the Qualified Vendor's company letterhead;
- 6.6.3.2.2 Be signed by an authorized signatory of the Qualified Vendor; and
- 6.6.3.2.3 Contain the following information:
 - a. The subcontractor's name, address, phone number, e-mail address, and primary point of contact;
 - b. The certifications required of the subcontractor (if any);
 - c. The type of services to be provided by the subcontractor;
 - d. The amount of time or effort (as a percent of the total Agreement performance) that the subcontractor will perform in relation to total performance of the Agreement's requirements; and
 - e. A description of the quality assurance measures that the Qualified Vendor shall use to monitor the subcontractor's performance.
- 6.6.3.3 The State reserves the right to request additional information deemed necessary about any proposed subcontractor, and the right to require the Qualified Vendor to delay performance of the subcontract until the State determines that the subcontracting relationship is consistent with the requirements of this Agreement
- 6.6.3.4 The subcontract shall incorporate by reference the entirety of this Agreement and the AHCCCS Minimum Subcontract Provisions; for information regarding those provisions, see www.azahcccs.gov/commercial/default.aspx.

- 6.6.3.5 The Qualified Vendor shall provide copies of each subcontract with a subcontractor relating to the provision of Agreement services to the Division within five (5) business days of the request.
- 6.6.3.6 The Qualified Vendor shall be legally responsible for Agreement performance whether or not subcontractors are used.
- 6.6.3.7 No subcontract may operate to terminate or limit the legal responsibility of the Qualified Vendor to assure that all activities carried out by any subcontractor conform to the provisions of this Agreement.
- 6.6.4 Assignment and Delegation.

The Qualified Vendor shall not assign any right nor delegate any duty under this Agreement.

6.7 Risk and Liability

6.7.1 <u>General Indemnification</u>.

The Qualified Vendor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Qualified Vendor 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 Qualified Vendor 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 Qualified Vendor from and against any and all claims. It is agreed that Qualified Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Qualified Vendor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Qualified Vendor for the State of Arizona.

6.7.1.1 This indemnity shall not apply if the Qualified Vendor or subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.7.2 <u>Indemnification - Patent and Copyright.</u>

To the extent permitted by A.R.S. §§ 41-621 and 35-154, the Qualified Vendor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Agreement performance or use by the State of materials furnished or work performed under this Agreement. The State will notify the Qualified Vendor of any claim for which it may be liable under this section.

6.7.3 <u>Force Majeure</u>.

- 6.7.3.1 Except for payment of sums due for services rendered in accordance with the terms of the Agreement, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.7.3.2 Force majeure shall not include the following occurrences:
- 6.7.3.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.7.3.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.7.3.2.3 Inability of either the Qualified Vendor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.7.3.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following business day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this section, 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 Agreement amendment for a period of time equal to the time that results or effects

of such delay prevent the delayed party from performing in accordance with this Agreement.

6.7.3.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.7.4 Third Party Antitrust Violations.

The Qualified Vendor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Qualified Vendor toward fulfillment of this Agreement.

6.7.5 <u>Predecessor and Successor Agreements.</u>

The execution or termination of this Agreement, in whole or in part shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this Agreement or a prior Agreement with the Qualified Vendor.

- 6.7.6 Insurance.
- 6.7.6.1 *Insurance Requirements*
- 6.7.6.1.1 Qualified Vendor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Qualified Vendor, his agents, representatives, employees or subcontractors.
- 6.7.6.1.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Qualified Vendor from liabilities that might arise out of the performance of the work under this Agreement by the Qualified Vendor, its agents, representatives, employees or subcontractors, and Qualified Vendor is free to purchase additional insurance.
- 6.7.6.1.3 Minimum Scope and Limits of Insurance: Qualified Vendor shall provide coverage with limits of liability not less than those stated below:
- 6.7.6.1.3.1 *Commercial General Liability Occurrence Form*

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

a. For Qualified Vendors of Occupational, Physical or Speech Therapy services:

Coverage	Minimum Limits
General Aggregate	\$2,000,000
 Personal and Advertising Injury 	\$1,000,000
 Blanket Contractual Liability – Written and Oral 	\$1,000,000
• Fire Legal Liability (Damage to Rented Premises)	\$ 50,000
Each Occurrence	\$1,000,000

- 1. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor". Such additional insured shall be covered to the full limits of liability purchased by the Qualified Vendor, even if those limits of liability are in excess of those required by this Agreement.
- 2. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Qualified Vendor.
- 3. Commercial General Liability may be satisfied if the Commercial General Liability policy is combined with the Professional Liability policy (item 6.7.6.2.3.4 below), provided that the Commercial General Liability coverage is written on an occurrence basis, and certified with the required coverage, limits and endorsements required for Section 6.7.6.2.3.1. If written with the Professional Liability policy, the Commercial General Liability section shall have separate limits from the Professional Liability.

b. For all other Qualified Vendors:

Coverage	Minimum Limits
General Aggregate	
\$2,000,000	
 Products – Completed Operations Aggregate 	\$1,000,000
 Personal and Advertising Injury 	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability (Damage to Rented Premises)	\$ 50,000
Each Occurrence	\$1,000,000

- 1. The policy shall include coverage for Sexual Abuse and Molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits or provided as separate coverage included with the Professional Liability.
- 2. The Qualified Vendor must provide the following statement on their certificate(s) of insurance: Sexual Abuse/Molestation Coverage in included.
- 3. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor". Such additional insured shall be covered to the full limits of liability purchased by the Qualified Vendor, even if those limits of liability are in excess of those required by this Agreement.
- 4. The policy shall contain a waiver of subrogation endorsement if favor the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees for losses arising from work performed by or on behalf of the Qualified Vendor.

6.7.6.1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

a. Combined Single Limit (CSL)

\$1,000,000

- 1. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Qualified Vendor, involving automobiles owned, leased, hired or borrowed by the Qualified Vendor". Such additional insured shall be covered to the full limits of liability purchased by the contractor, even if those limits of liability are in excess of those required by this Agreement.
- 2. The policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees for losses arising from work performed by or on behalf of the Qualified Vendor.
- 3. Policy shall contain a severability of interests provision.

4. This section, **Business Automobile Liability**, shall not be applicable in the event the Qualified Vendor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of the Agreement or if the utilization is only for commuting purposes. The term "commuting purposes" means a vehicle is used to travel from the Qualified Vendor's home to its principal place of business or to one designated location. The Qualified Vendor electing to utilize their vehicle solely for commuting purposes shall submit a request to the Division for a Business Automobile Liability Waiver. In the event the Qualified Vendor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Agreement or it utilizes it for other than commuting purposes under the Agreement, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization changed.

6.7.6.1.3.3 *Worker's Compensation and Employers' Liability*

a. Worker's Compensation

Statutory

b. Employer's Liability

Coverage	Minimum Limits
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- i. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Qualified Vendor.
- ii. This requirement shall not apply to the Qualified Vendor or subcontractor exempt from the provisions of A.R.S. § 23-901. To claim this exemption, the Qualified Vendor or subcontractor shall submit a request to the Division for the appropriate waiver (Sole Proprietor Waiver or Independent Contractor Agreement) form.

6.7.6.1.3.4 *Professional Liability (Errors and Omissions Liability)*

<u>Basis</u>	Minimum Limits
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, the Qualified Vendor warrants

- that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.
- b. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this Agreement.
- 6.7.6.1.4 For assistance, a Qualified Vendor may contact the Department of Insurance Market Assist hotline at 602-364-3100. The Qualified Vendor may obtain assistance with sources for Business Automobile Liability to comply with this Agreement and should specify the limit required as well as the Qualified Vendor's status with the Division.
- 6.7.6.1.5 *Additional Insurance Requirements*
- 6.7.6.1.5.1 The policies shall include, or be endorsed to include, the following provisions:

 The State of Arizona and the Department of Economic Security wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Qualified Vendor, even if those limits of liability are in excess of those required by this Agreement as provided by A.R.S. § 41-621 (E).
- 6.7.6.1.5.2 The Qualified Vendor's insurance coverage shall be primary insurance with respect to all other available sources.
- 6.7.6.1.5.3 Coverage provided by the Qualified Vendor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 6.7.6.1.6 Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Contract Management Unit, Business Operations, Site Code 791A, Division of Developmental Disabilities, Arizona Department of Economic Security, P.O. Box 6123, Phoenix, AZ, 85005-6123, and shall be sent by certified mail, return receipt requested.
- Acceptability of Insurers: Insurance shall be placed with duly licensed or approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A-VII or dually authorized to transact insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Qualified Vendor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool ("SSCIP") or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If the Qualified Vendor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

- 6.7.6.1.8 *Verification of Coverage*
- 6.7.6.1.8.1 The Qualified Vendor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of Agreement services under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Agreement.
- 6.7.6.1.8.3 All certificates required by this Agreement shall be sent directly to:

Contract Management Unit Business Operations – Site Code 791A Arizona Department of Economic Security Division of Developmental Disabilities P.O. Box 6123 Phoenix, Arizona 85007

The State of Arizona Project/Agreement number (the Qualified Vendor Application and Agreement Award Number) and Project Description ("RFQVA DDD 710000") shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, copies of all insurance policies required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION OR TO THE DES OFFICE OF PROCUREMENT.

6.7.6.1.9 Subcontractors: Qualified Vendors' certificate(s) shall submit a listing of all subcontractors performing member direct services and include all subcontractors as insured under its policies **or** Qualified Vendors shall furnish/submit to the State of Arizona separate certificates and endorsements for each subcontractor

associated with the Agreement award. All insurance coverage for subcontractors shall be subject to the minimum requirements identified above.

- Gualified Vendors that utilize subcontractors to provide Developmental Home services will be exempt from providing separate certificates and endorsements if the Qualified Vendor enters into a separate Agreement between the Qualified Vendor, the Developmental Home subcontractor and the Division. Such Agreement shall provide for the Developmental Home subcontractor to be covered under the Provider Indemnity Program ("PIP"). A sample format for the Agreement may be found on the Division's website at https://www.azdes.gov/ddd/.
- 6.7.6.1.10 Approval: Any modification or variation from the *insurance requirements* in this Agreement shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Agreement amendment, but may be made by administrative action.
- 6.7.6.1.11 Exceptions: In the event the Qualified Vendor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Qualified Vendor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that the Qualified Vendor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 6.7.6 above, the Qualified Vendor may request that the insurance requirements be modified pursuant to Section 6.7.6.1.10 provided that such request be delivered in writing to the Department as early as possible but in no event not less than ten (10) days prior to Agreement execution. The Qualified Vendor shall include with such request Qualified Vendor's justification for the modification with supporting documentation.

As provided in Section 6.7.6.1.10, the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the Department of Economic Security's Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved are done so on a case-by-case basis and shall not affect the insurance requirements for other Qualified Vendors for whom the modifications have not been approved. If a Qualified Vendor's request has not been approved or the Qualified Vendor fails to deliver its request prior the applicable deadline, then the Qualified Vendor shall be required to comply fully with the insurance requirements set forth in Section 6.7.6 above.

6.8 Warranties

6.8.1 Year 2000.

- 6.8.1.1 Notwithstanding any other warranty or disclaimer of warranty in this Agreement, the Qualified Vendor warrants that all products delivered and all services rendered under this Agreement shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Agreement. In addition, the defense of *force majeure* shall not apply to the Qualified Vendor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 6.8.1.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Agreement, the Qualified Vendor warrants that each hardware, software, and firmware product delivered under this Agreement shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Agreement properly exchanges date-time data with it. If this Agreement requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Agreement. In addition, the defense of *force* majeure shall not apply to the failure of the Qualified Vendor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 6.8.1.3 The Qualified Vendor warrants that all services provided under this Agreement shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Qualified Vendor shall not relieve the Qualified Vendor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Qualified Vendor's expense, require prompt correction of any services failing to meet the Qualified Vendor's warranty herein. Services corrected by the Qualified Vendor shall be subject to all of the provisions of this Agreement in the manner and to the same extent as the services originally furnished.

6.8.2 Compliance with Applicable Laws.

- 6.8.2.1 The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Qualified Vendor shall maintain all applicable licenses and permit requirements.
- In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; Agreements; limitation), as applicable, all members who receive Agreement services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 6.8.2.3 The Qualified Vendor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 (as may be amended).
- 6.8.2.4 The Qualified Vendor shall comply with the requirements in A.R.S. § 46-454 related to reporting to a peace office or to a protective services worker any reason to believe that abuse, neglect, or exploitation of a vulnerable adult has occurred.
- 6.8.2.5 The Qualified Vendor shall comply with P.L. 101-121, Section 319 (21 U.S.C. Section 1352) (as may be amended) and 29 C.F.R. Part 93 (as may be amended) which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Qualified Vendor, its employees or agents, shall not utilize any Federal funds under the terms of this Agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.
- 6.8.2.6 The Qualified Vendor shall cooperate with all Division investigations, including investigations pursuant to A.R.S. § 36-557(G)(3) that involve danger to the health and safety of a Division member. This includes notification to the Division of all complaints involving a member.
- 6.8.2.7 The Qualified Vendor and any subcontractor shall comply with all applicable Federal laws, rules, regulations and policies, including Title XIX of the Social Security Act, the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35), Title 42 of the C.F.R., and Title 45 C.F.R., Parts 74 and 96. If the Qualified Vendor receives Title XX funds, the Qualified Vendor shall comply with The Arizona Title XX Social Services Plan and Section 2352, Title XX Block Grants, of the Omnibus Budget Reconciliation Act of 1981.
- 6.8.2.8 The Qualified Vendor and any subcontractor shall comply with all applicable licensure, certification, and registration standards established by the Department, the Division, and AHCCCS. The Qualified Vendor and any subcontractor shall

comply with all applicable Arizona law and applicable Department, Division, or AHCCCS administrative rules, policies, procedures, service standards and guidelines of their profession/occupation, including, but not limited to:

- 6.8.2.8.1 Hiring of ex-offenders;
- 6.8.2.8.2 Fingerprinting of Qualified Vendor's and any subcontractor's staff;
- 6.8.2.8.3 Completing of Fire Risk Profile requirements;
- 6.8.2.8.4 Reporting of unusual incidents involving children and/or adults;
- 6.8.2.8.5 Implementing program audit implementation plans;
- 6.8.2.8.6 Participating as a member of the planning (e.g., ISP) team;
- 6.8.2.8.7 Complying with all policies, procedures and instructions regarding planning documents (e.g., ISPs);
- 6.8.2.8.8 Submitting to the Division's Support Coordinators copies of the planning document (e.g., ISP) strategies and other required documentation;
- 6.8.2.8.9 Providing copies of member records, including evaluations and progress reports; and
- 6.8.2.8.10 Ensuring that all movement of Division members, except in emergency need situations, is coordinated through the planning (e.g., ISP) team. If a member is receiving Title XIX funded services, no member movement shall take place unless it is part of the member's planning document (e.g., ISP).
- 6.8.2.9 The Qualified Vendor and any subcontractor shall comply with the Occupational Safety and Health Administration ("OSHA") regulations regarding blood borne pathogens, 29 C.F.R. 1910.1030.
- 6.8.2.10 The terms of this Agreement shall be subject to the terms of the intergovernmental Agreement between the Department and AHCCCS for the provision of services to ALTCS members. The Qualified Vendor accepts and agrees to perform the duties and requirements applicable to a provider of services to ALTCS members, including but not limited to performance of the Provider Participation Agreement between AHCCCS and the Qualified Vendor.
- 6.8.2.11 The Qualified Vendor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (P. L. 104-191) and all applicable implementing Federal regulations. The Qualified Vendor shall notify the Division no later than one-hundred twenty (120) days prior to any required compliance date

if the Qualified Vendor is unwilling to or anticipates that it will be unable to comply with any of the requirements of this section. Receipt by the Division of a notice of anticipated inability or unwillingness to comply as required by this section constitutes grounds for the termination of this Agreement.

- 6.8.2.12 The Qualified Vendor shall comply with any changes to Federal laws, regulations, or policies, to Arizona law, to Department, Division, or AHCCCS administrative rules, policies, or procedures, or to the intergovernmental agreement between the Department and AHCCCS.
- 6.8.2.13 By entering into this Agreement, the Qualified Vendor warrants compliance with the federal Immigration and Nationality Act ("INA") and all other state and federal immigration laws and regulations related to the immigration status of its employees. The Qualified Vendor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Division upon request. These warranties shall remain in effect through the term of the Agreement. The Qualified Vendor and its subcontractors shall also maintain Employment Eligibility Verification forms ("I-9") as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at www.uscis.gov. The Division may request verification of compliance for any Qualified Vendor or subcontractor performing work under the Agreement. Should the Division suspect or find that the Qualified Vendor or any of its subcontractors are not in compliance, the Division may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Qualified Vendor. All costs necessary to verify compliance are the responsibility of the Qualified Vendor.
- 6.8.2.14 By entering into this Agreement, the Qualified Vendor warrants compliance with the Deficit Reduction Act of 2005 (P.L. 109-171). Any Qualified Vendor that receives at least \$5,000,000 (five million dollars) in Medicaid payments annually shall establish written policies for all employees (including management), and for all employees of any Qualified Vendor or agent of the Qualified Vendor, providing detailed information about false claims, false statements, and whistleblower protections under applicable Federal and State fraud and abuse laws. These written policies must include a specific discussion of the foregoing laws and detailed information regarding the Qualified Vendor's policies and procedures for detecting and preventing fraud, waste and abuse, as well as the rights of employees to be protected as whistleblowers. In addition, the Qualified Vendor must establish a process for training, and train, existing staff and new hires on false claims, false statements, and whistleblower protections under applicable Federal and State fraud and abuse laws and the Qualified Vendor's policies and procedures for detecting and preventing fraud, waste and abuse, and

the rights of employees to be protected as whistleblowers. All training must be conducted in such a manner that can be verified by the Division.

- The Qualified Vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.") A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Agreement and the Qualified Vendor may be subject to penalties up to and including termination of the Agreement. Failure to comply with a State audit process to randomly verify the employment records of Qualified Vendors and subcontractors shall be deemed a material breach of the contract and the Qualified Vendor may be subject to penalties up to and including termination of the Agreement. The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Qualified Vendor or subcontractor is complying with the warranty under this paragraph.
- The Qualified Vendor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 (as may be amended) relating to new hire reporting, A.R.S. § 23-722.02 (as may be amended) relating to wage assignment orders to provide child support, and A.R.S. § 25-535 (as may be amended) relating to administrative or court-ordered health insurance coverage for children.

6.8.3 Advance Directives.

As appropriate, the Qualified Vendor shall comply with Federal and State law on advance directives for adult members. Requirements include:

- Maintaining written policies for adult individuals receiving care through the Qualified Vendor regarding the member's right to make decisions about medical care, including the right to accept or refuse medical care and the right to execute an advance directive. If the Qualified Vendor has a conscientious objection to carrying out an advance directive, it must be explained in policies. [A Qualified Vendor is not prohibited from making objection when made pursuant to A.R.S. § 36-3205(C)(1).]
- Providing written information to adult members regarding a member's right under State law to make decisions regarding medical care and the Qualified Vendor's written policies concerning advance directives (including any conscientious objections).
- 6.8.3.3 Documenting in the member's medical record as to whether the adult member has been provided the information and whether an advance directive has been created.

- 6.8.3.4 Not discriminating against a member because of his or her decision to execute or not execute an advance directive, and not making it a condition for the provision of care.
- 6.8.3.5 Provide education for staff on issues concerning advance directives including notification of direct care providers of services of any advanced directives executed by members to whom they are assigned to provide care.

6.8.4 Advising or Advocating on Behalf of a Member.

The Qualified Vendor shall comply with the requirements under 42 C.F.R. § 438.102 and the intergovernmental Agreement between the Division and AHCCCS. The Division may not prohibit, or otherwise restrict, a provider acting within the lawful scope of practice, from advising or advocating on behalf of a member who is authorized to receive services from the provider for the following:

- The member's health status, medical care, or treatment options including any alternative treatment that may be self-administered.
- Any information the member needs in order to decide among all relevant treatment options.
- The risks, benefits, and consequences of treatment or no treatment.
- The member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- 6.8.4.1 A Qualified Vendor may provide a member with factual information, but is prohibited from recommending or steering a member in the member's selection of a Qualified Vendor agency or Independent Provider.

6.8.5 Limited English Proficiency.

The Qualified Vendor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following Department Policy, Limited English Proficiency, DES 1-01-34 and any subsequent revisions.

6.8.6 <u>Service Process for Wards of the State</u>.

In the event that an individual calls or appears at a physical location of the Qualified Vendor seeking to render service of process (summons and complaint, petition or subpoena, etc.) upon a minor who is in the physical custody of the Qualified Vendor but is a ward of the State of Arizona, Department of Economic Security, Qualified Vendor agrees not to accept service of that/those document(s) and to refer the individual to the child's Support Coordinator. If, by error, Qualified Vendor or its agent accepts any service of process, a copy shall

immediately be forwarded to the child's Support Coordinator and shall also contain a transmittal memorandum that indicates the date the legal document was received, the person receiving it and the place of service, as well as the child to whom it refers.

6.8.7 <u>Suspension or Debarment</u>.

- 6.8.7.1 The State may, by written notice to the Qualified Vendor, immediately terminate this Agreement if the State determines that the Qualified Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. This prohibition extends to any entity which employs, consults, subcontracts with or otherwise reimburses for services any person substantially involved in the management of another entity which is debarred, suspended or otherwise excluded from Federal procurement activity. Submittal of an offer or execution of an Agreement shall attest that the Qualified Vendor is not currently suspended or debarred. If the Qualified Vendor becomes suspended or debarred, the Qualified Vendor shall immediately notify the State.
- The Qualified Vendor shall not be debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity.
- 6.8.7.3 The Qualified Vendor shall not employ, consult, subcontract or otherwise reimburse for services any person or entity that is debarred, suspended or otherwise excluded from public procurement activity. This prohibition extends to any person or entity that employs, consults, subcontracts with or otherwise reimburses for services any person or entity substantially involved in the management of another entity that is debarred, suspended or otherwise excluded from public procurement activity.
- 6.8.7.4 The Qualified Vendor shall not retain as a director, officer, partner or owner of five (5) percent or more of the Qualified Vendor, any person, or affiliate of such a person, who is debarred, suspended or otherwise excluded from public procurement activity.
- 6.8.8 <u>Survival of Rights and Obligations after Agreement Expiration or Termination.</u>

All representations and warranties made by the Qualified Vendor under this Agreement shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510 (as may be amended) except as provided in A.R.S. § 12-529 (as may be amended), the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5 (as may be amended).

6.8.9 <u>Certification of Compliance – Anti-Kickback.</u>

By signing this Agreement, the Qualified Vendor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 U.S.C. §§ 1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (P.L. 101-239 and P.L. 101-432) and compensation there from.

6.8.10 Warranty of Services.

The Qualified Vendor, by execution of this Agreement, warrants that it has the ability, authority, skill, expertise, and capacity to perform the services specified in the Agreement.

6.8.11 Certification of Truthfulness of Representation.

By signing this Agreement, the Qualified Vendor certifies the following:

- 6.8.11.1 That all representations set forth herein are true to the best of its knowledge; and
- 6.8.11.2 That it will maintain all representations, comply with all covenants, and perform all duties throughout the term of the Agreement.

6.9 State's Contractual Remedies

6.9.1 Right to Assurance.

The Procurement Officer may, at any time, demand in writing that the Qualified Vendor give a written assurance of intent to perform. Failure by the Qualified Vendor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the Agreement under these Terms and Conditions or other rights and remedies available by law or provided by the Agreement. If the Qualified Vendor, at any time believes that it may potentially no longer be able to perform under this Agreement in the immediate future or at any time up to six (6) months into the future, the Qualified Vendor shall provide written notice to the Division informing the Division of the Qualified Vendor's potential inability to perform under this Agreement along with a detailed explanation as to why the Qualified Vendor believes it may not be able to complete performance.

6.9.2 <u>Stop Work Order</u>.

6.9.2.1 The State may, at any time, by written order to the Qualified Vendor, require the Qualified Vendor to stop all or any part of the work called for by this Agreement for a period(s) of days indicated by the State after the order is delivered to the Qualified Vendor, and for any further period to which the parties may agree. The

order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Qualified Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

6.9.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Qualified Vendor shall resume work. The Procurement Officer shall make an equitable adjustment in the authorization schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

6.9.3 Non-Exclusive Remedies.

The rights and the remedies of the State set out in this Agreement are not exclusive.

6.9.4 <u>Nonconforming Tender.</u>

Reports or other documents supplied under this Agreement shall fully comply with the Agreement and all applicable law. The delivery of reports or other documents or a portion of the reports or other documents in an installment that do not fully comply with the Agreement and all applicable law constitutes a breach of Agreement. On delivery of nonconforming reports or other documents, the State may terminate the Agreement for default as defined in Section 6.10.6, Termination for Default, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

6.9.5 Right of Offset.

The State shall be entitled to offset against any sums due the Qualified Vendor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Qualified Vendor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages described in the Agreement Terms and Conditions.

6.9.6 Provisions for Default.

- 6.9.6.1 In addition to any other remedies available to the Division, if the Qualified Vendor fails to comply with any term of the Agreement, the Division may take one (1) or more of the following actions:
- 6.9.6.1.1 Withhold payment, in whole or in part;

- 6.9.6.1.2 Suspend enrollment, which includes (i) suspending new members from enrollment in any services provided by the Qualified Vendor, and (ii) suspending any new services for members currently served by the Qualified Vendor.
- 6.9.6.1.3 Suspend the Agreement, in whole or in part, by (i) suspending the authority to request addition of new services to the Agreement; (ii) suspending the authority to request modification to current services, (iii) deleting the Qualified Vendor from the Qualified Vendor List; or (iv) enrolling members with another provider.

6.10 Agreement Termination

6.10.1 Cancellation for Conflict of Interest.

Pursuant to A.R.S. § 38-511, the State may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Qualified Vendor receives written notice of the cancellation unless the notice specifies a later time. If the Qualified Vendor is a political subdivision of the State, it may also cancel this Agreement as provided in A.R.S. § 38-511.

6.10.2 <u>Gratuities</u>.

The State may, by written notice, terminate this Agreement, in whole or in part, if the State determines that employment or a gratuity was offered or made by the Qualified Vendor or a representative of the Qualified Vendor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Agreement, an amendment to the Agreement, or favorable treatment concerning the Agreement, including the making of any determination or decision about Agreement performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Qualified Vendor.

6.10.3 Termination for Convenience.

The State reserves the right, with written notice, to terminate the Agreement, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Qualified Vendor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports

prepared by the Qualified Vendor under the Agreement shall become the property of and be delivered to the State. The Qualified Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10.4 <u>Termination upon Request of the Qualified Vendor.</u>

The Qualified Vendor may request termination of the Agreement, in whole or in part, at any time. The Qualified Vendor shall not terminate performance of this Agreement without the prior written consent of the Division. The Qualified Vendor shall provide at least sixty (60) days written notice to the Division setting forth the reasons for requesting termination. Upon determination that termination is appropriate, the Division shall provide written notice of acceptance of such termination and the termination date. Upon termination, all goods, materials, documents, data and reports prepared by the Qualified Vendor under the Agreement shall become the property of and be delivered to the State on demand. The State may, upon termination, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Qualified Vendor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Qualified Vendor.

6.10.5 Termination for Default.

- 6.10.5.1 In addition to the rights reserved in the Agreement, the State may terminate the Agreement, in whole or in part, due to the failure of the Qualified Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Qualified Vendor. The Department may immediately terminate this Agreement if the Department determines that the health or welfare or safety of service recipients is endangered.
- 6.10.5.2 The State reserves the right to terminate the Agreement, in whole or in part, when a Qualified Vendor no longer meets the criteria defined in the RFQVA; for non-compliance with the Agreement requirements; or for failure to maintain a valid license, AHCCCS registration or Division certification, as appropriate. The Division shall provide written notice of the termination and the reasons for it to the Qualified Vendor.
- 6.10.5.3 Upon termination under this section, all goods, materials, documents, data and reports prepared by the Qualified Vendor under the Agreement shall become the property of and be delivered to the State on demand.

- 6.10.5.4 The State may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Qualified Vendor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Qualified Vendor unless the Agreement is terminated solely for the convenience of the State.
- 6.10.5.5 This Agreement may immediately be terminated if the Department determines that the health or welfare or safety of members is endangered.
- 6.10.6 <u>Continuation of Performance through Termination.</u>

The Qualified Vendor shall continue to perform, in accordance with the requirements of the Agreement, up to or beyond the date of termination, in whole or in part, as directed in the termination notice or as provided in Section 6.10.7.3 below.

- 6.10.7 <u>Termination for Any Reason.</u>
- 6.10.7.1 In the event of termination or suspension of the Agreement by the Department, in whole or in part, such termination or suspension shall not affect the obligation of the Qualified Vendor to indemnify the Department and the State for any claim by any other party against the Department and/or the State arising from the Qualified Vendor's performance of this Agreement and for which the Qualified Vendor would otherwise be liable under this Agreement. To the extent such indemnification is excluded by A.R.S. § 41-621 *et seq.* or an obligation is unauthorized under A.R.S. § 35-154 (as may be amended), the provisions of this paragraph shall not apply.
- 6.10.7.2 In the event of early termination, any funds advanced to the Qualified Vendor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the Agreement, whichever is earlier.
- 6.10.7.3 In the event the Agreement is terminated, in whole or in part, with or without cause, or expires, the Qualified Vendor shall assist the Division in the transition of members to other Qualified Vendors in accordance with applicable rules and policies. Such assistance and coordination shall include but shall not be limited to:
- 6.10.7.3.1 Forwarding program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records shall be borne by the Qualified Vendor.
- 6.10.7.3.2 Notifying of subcontractors and members.

- 6.10.7.3.3 Facilitating and scheduling medically necessary appointments for care and services.
- 6.10.7.3.4 Providing all reports set forth in this Agreement.
- 6.10.7.3.5 Making provisions for continuing all management/administrative services until the transition of members is completed and all other requirements of this Agreement are satisfied.
- 6.10.7.3.6 If required by the Division, extending performance until suitable arrangements are made by the Division for a replacement Qualified Vendor.
- 6.10.7.3.7 If required by the Division, at the Qualified Vendor's own expense, assisting in the training of personnel.
- 6.10.7.3.8 Paying all outstanding obligations for care rendered to members.
- 6.10.7.3.9 Providing the following financial reports to the Division until the Division is satisfied that the Qualified Vendor has paid all such obligations: (a) a monthly claims aging report by provider/creditor including Incurred But Not Reported (IBNR) amounts; (b) a monthly summary of cash disbursements; and (c) copies of all bank statements received by the Qualified Vendor in the preceding month for Qualified Vendor's bank accounts. All reports in this section shall be due on the fifteenth (15th) day of each succeeding month for the prior month.
- In the event the Agreement is terminated in part, the Qualified Vendor shall continue the performance of the Agreement to the extent not terminated.
- 6.10.8 Voidability of Agreement.

This Agreement is voidable and may be immediately terminated by the Department upon the Qualified Vendor becoming insolvent or filing proceedings in bankruptcy or reorganization, or upon assignment or delegation of the Agreement without prior written approval from the Department.

6.11 Agreement Claims and Controversies

Other than protests and claims covered by A.A.C. R6-6-2115 and R6-6-2116, any other claims or controversies under this Agreement shall be resolved according to A.A.C. R6-6-2117.

6.12 Contingency Planning

The Qualified Vendor shall have a contingency plan that addresses the requirements of (1) a Business Continuity Plan ("BCP"), and (2) a Pandemic Performance Plan, as stipulated in Section 6.12.1 and 6.12.2. The Contingency

Plan is subject to the approval of the Division. The Qualified Vendor shall submit any amendment to the plan to the Division within ten (10) business days. The State may require a copy of the plan at any time prior to or post award of an Agreement.

6.12.1 <u>Business Continuity</u>.

- 6.12.1.1 Each Qualified Vendor shall establish a written BCP that illustrates how the Qualified Vendor shall provide contracted service(s) pursuant to the Agreement in the event of a natural or man-made disaster (e.g., earthquake, flood, catastrophic accident, fire, explosion, gas leak) or any other emergency event which may disrupt routine service delivery (e.g., power outage, disruption of essential utilities, evacuation by authorities). The BCP shall, at a minimum, include the following:
 - a. Internal emergency notification call-trees, organizational chart, and orders of succession.
 - b. Checklists to contact and coordinate with police, fire, medical, and other community emergency responders.
 - c. The Qualified Vendor's emergency points of contact(s) information, communication and reporting protocols with the Division.
 - d. Plans to respond, restore, and resume business operations as soon as practical and also protecting the life, health, and safety of members and the Qualified Vendor's staff.
- 6.12.1.2 In addition, the Qualified Vendor shall have contingencies for:
 - a. The loss of facilities/sites.
 - b. Electronic/telephone failure at primary place of business.
 - c. Loss of computer systems/records.
 - d. A facility evacuation plan that assures the successful evacuation of members and staff.
 - e. A self-sheltering (i.e., shelter in place) plan which maintains adequate staffing levels, food, water, prescribed medications and equipment that meet the needs of members for the duration of the emergency/disaster event.
- 6.12.1.3 The BCP shall be specific for each of its Arizona facilities and reference community emergency resources as described in Section 6.12.1.1.
- 6.12.1.4 The Qualified Vendor shall provide annual BCP training for all staff members.
- 6.12.1.5 The Qualified Vendor shall conduct BCP exercises, annually.
- 6.12.1.6 The Qualified Vendor shall review its BCP(s) as needed, amend the plan as required, and train all staff members on any changes to the plan.

- 6.12.1.7 In the event of a local disaster declaration, an emergency declared by the Governor of Arizona, the President of the United States, or the World Health Organization which makes the performance of any term of this Agreement impossible or impracticable, the Division shall have the authority to:
 - a. Temporarily void the Agreement(s), in whole or in part, if the Qualified Vendor cannot perform to the standards agreed upon in the initial terms.
 - b. Implement emergency procurements as authorized by the Director of the Arizona Department of Administration pursuant to A.R.S. § 41-2537 of the Arizona Procurement Code.
 - c. Reinstate the voided Agreement(s) if the Qualified Vendor can demonstrate ability to resume performance of the Agreement(s).
- 6.12.1.8 As a result of the provisions contained in Section 6.12.1.7 and subsections (a), (b), or (c) the Division shall not incur any liability with a Qualified Vendor during a disaster or emergency event.
- 6.12.2 Pandemic Contractual Performance.
- 6.12.2.1 The State shall require a written Pandemic Performance Plan that illustrates how the Qualified Vendor shall perform up to the Agreement standards in the event of a pandemic (e.g., influenza). At a minimum, the Pandemic Performance Plan shall include:
 - a. Key succession and performance planning if there is a sudden significant decrease in Qualified Vendor's workforce.
 - b. Alternative methods to ensure there are services or products in the supply
 - c. An up to date list of company contacts and organizational chart.
- 6.12.2.2 The Qualified Vendor shall provide annual training on the Pandemic Performance Plan for all staff members.
- 6.12.2.3 The Qualified Vendor shall review its Pandemic Performance Plan as needed, amend the plan as required, and train all staff members on any changes to the plan.
- 6.12.2.4 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Agreement impossible or impracticable, the State shall have the following rights:
 - a. After the official declaration of a pandemic, the State may temporally void the Agreement(s) in whole or specific sections if the Qualifies Vendor cannot perform to the standards agreed upon.
 - b. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 of the Arizona Procurement Code.

c. Once the pandemic is officially declared over and/or the Qualified Vendor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided Agreement(s).

6.13 Certifications

6.13.1 <u>Lobbying</u>.

The Qualified Vendor shall submit the Certification Regarding Lobbying form, and by so doing, agrees to compliance with 49 C.F.R. Part 20. The Certification Regarding Lobbying form may be found in Section 9 as "Attachment C".

6.13.2 Suspension or Debarment.

In addition to the terms and conditions in Section 6, the Qualified Vendor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form, which may be found in Section 9 as "Attachment D".

6.13.3 Inclusive Qualified Vendor.

The Qualified Vendor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. The Qualified Vendor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Qualified Vendor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of Agreement utilization and how this effort will be administered and managed, including reporting requirements.

6.13.4 <u>Data Sharing</u>.

When determined by the Department that sharing of confidential data will occur with the Qualified Vendor, the Qualified Vendor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Qualified Vendor and each DES Program sharing confidential data. The Data Sharing Request Agreement form may be found in Section 9 as "Attachment E".

ARF-4268

Consent Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 04/18/2017

Submitted For: Eric Mariscal, Director

Submitted By: Cate Gore, Elections Assistant

<u>Department:</u> Elections Department

Information

Request/Subject

Appointments of Precinct Committeemen to the Gila County Republican Party

Background Information

Arizona Revised Statute §16-821 (B) states, "The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291."

Evaluation

The Gila County Republican Committee Chairman, Gary Morris, has submitted Bernard George Wohlforth for appointment to the office of precinct committeeman in the Globe #2 precinct; Greg Barsness for appointment to the office of precinct committeeman in the Globe #4 precinct; and Jim Muhr for appointment to the office of precinct committeeman in the Payson #3 precinct. Per statute, the Board of Supervisors has the authority to make these appointments.

Conclusion

The Gila County Republican Committee Chairman, Gary Morris, has submitted Bernard George Wohlforth - Globe #2 precinct, Greg Barsness - Globe #4 precinct, and Jim Muhr - Payson #3 precinct for appointment by the Board of Supervisors to serve as Precinct Committeemen.

Recommendation

The Elections Director recommends that the Board of Supervisors approve the appointments as submitted by Gary Morris, Gila County Republican Committee Chairman.

Suggested Motion

Approval of the following precinct committeemen appointments as submitted by Gila County Republican Committee Chairman Gary Morris: Bernard George Wohlforth - Globe #2 precinct; Greg Barsness - Globe #4 precinct; and Jim Muhr - Payson #3 precinct.

Attachments

Bernard George Wohlforth Precinct Committeeman Appointment
Greg Barsness Precinct Committeeman Appointment
Jim Muhr Precinct Committeeman Appointment
Arizona Revised Statute 16-821

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:
Bernard George Wohlforth (Name on Voter Registration) a duly qualified Republican elector residing at
725 W. Ash St. Globe AZ 8550/ Address City State Zip
928-961-4054
Home Phone Work Phone Cell Phone
beenaed@cableone. Vet wohlforth 57@fmail Email (Required) Fax
Email (Required) Fax
As a Republican Precinct Committeeman in Gila County for the
PRECINCT of GLOBE #2 CODE NUMBER 105
to fill a vacancy in the same Precinct because:
Legal vacancy has not been filled.
Resignation/Replacement/Death of
RESPECTFULLY SUBMITTED Gila County Chairman Date Submitted
Acceptance of Appointment
I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.
The generally accepted duties of a Precinct Committeeman shall include:
 Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.) Active assistance to the Republican Party in obtaining Republican registered voters. Active assistance to Republican voters on Election Day. Financial assistance or time commitment to fund-raising activities of the Republican Party.
Signed: Sernard Wohlforth Date: 2/18/17 Votor Identification Number: 040059365
Votor Identification Number: 0410059365

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisor	rs appoint:
Greg Barsness	(Name on Voter Registration) a duly qualified
Republican elector residing at	(Ivaine on voter registration) a dury quarmed
	A GFFA:
139 N. First St. Gobe Address City	A 8550/ State Zip
	State Zip
928 425 - 8975 Home Phone Work Phone	
Home Phone Work Phone	Cell Phone
area h 7 as amaila com	
Greg 67 ex 9mail com Email (Required) Fax	
As a Republican Precinct Committeeman in Gila Count	
PRECINCT of \$4 GLOBE #4	CODE NUMBER//5
V 200 2	***
to fill a vacancy in the same Precinct because:	
Legal vacancy has not been filled.	
Legar vacancy has not been fined.	
Resignation/Replacement/Death of	
RESPECTFULLY SUBMITTED	1/Monch 2017
Gila County Chairman	Date Submitted
Acceptance o	f Appointment
I agree to serve as a Precinct Committeeman. I will sup Gila County Republican Committee, and help promote	
The generally accepted duties of a Precinct Committeer	man shall include:
attend Party Precinct Committeeman meetings as well a actively involved in the affairs of the Party. 2. Support for nominees of the Republican Party. (constitutes failure to fulfill this duty.) 3. Active assistance to the Republican Party in obt 4. Active assistance to Republican voters on Election Financial assistance or time commitment to fund	(Campaigning for a nominee of an opposition party raining Republican registered voters. ion Day. d-raising activities of the Republican Party.
Signed: Deg Barsness	Date: 2/18/2017
Voter Identification Number: 04000 5974	

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:
(Name on Voter Registration) a duly qualified
Republican elector residing at
Address City State Zip
Address City State Zip
928 474-4530 562 857 7655
Home Phone Work Phone Cell Phone
irm there in land and and
Email (Required) Fax
As a Republican Precinct Committeeman in Gila County for the
PRECINCT of $Payson #3$ CODE NUMBER 210
to fill a vacancy in the same Precinct because:
Legal vacancy has not been filled.
Resignation/Replacement/Death of
RESPECTFULLY SUBMITTED Gila County Chairman Date Submitted
Acceptance of Appointment
I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.
The generally accepted duties of a Precinct Committeeman shall include:
 Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.) Active assistance to the Republican Party in obtaining Republican registered voters. Active assistance to Republican voters on Election Day. Financial assistance or time commitment to fund-raising activities of the Republican Party.
Signed:
Voter Identification Number: 04000 42866



Fifty-second Legislature - First Regular Session

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ARS TITLE PAGE NEXT DOCUMENT PREVIOUS DOCUMENT

16-821. County committee; vacancy in office of precinct committeeman

A. At the primary election the members of a political party entitled to representation pursuant to section 16-804 residing in each precinct shall choose one of their number as a county precinct

section 16-804 residing in each precinct shall choose one of their number as a county precinct committeeman, and the members shall choose one additional precinct committeeman for each one hundred twenty-five voters or major fraction thereof registered in the party in the precinct as reported pursuant to section 16-168, subsection G on March 1 of the year in which the general election is held. The whole number of precinct committeemen of a political party shall constitute the county committee of the party.

B. The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291.

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ARF-4280

Consent Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 04/18/2017

Reporting Payson Regional Constable's Office Monthly Report for

Period: March 2017

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Information

Subject

Payson Regional Constable's Office Monthly Report for March 2017

Suggested Motion

Acknowledgment of the March 2017 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

March 2017

Terry Phillips Deputy Constable



Kimberly Rust Clerk of the Constable

Office of Payson Regional Constable Tony McDaniel

MARCH 2017 MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Terry Phillips Deputy Constable



Kimberly Rust Clerk of the Constable

Office of Payson Regional Constable Tony McDaniel

April 5, 2017

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

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of March 2017, the Payson Regional Constable's Office:

- Received a total of 118 papers for service with a 157 Attempts
- ♦ Drove a total of miles 2287.5
- ♦ Collected a total of \$949.48 as follows:

•	Total Deposited	\$949.48	
	Less Refunds	(\$	0.00)
•	Less Writ Fee (2 @ \$5.00/each) Collected	(\$	10.00)
	Paid to General Fund	\$9	39.48

 Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Regional Constable

\$ 875.00

Grand Total Paid to General Fund

\$1814.48

Respectfully submitted,

Tony McDaniel

Payson Regional Constable Gila County, Payson, Arizona

PAYSON REGIONAL CONSTABLE OFFICE FEES COLLECTED

MARCH 2017

	IVI	ARCH 2017		
DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH
3/2/2017	Protected Information	1703PR006	\$40.00	Cash
3/3/2017	Protected Information	1703PR019	\$40.00	Cash
3/3/2017	Burke Parker	1703PR027	\$87.00	Cash
3/6/2017	Integrity Attorney Services	1703PR029 1709PR028	\$64.00	Check
3/7/2017	Collins & Collins	1709PR035	\$40.00	Check
3/7/2017	Paul Sexton	1709PR037	\$87.00	Cash
3/8/2017	Deborah Holler	1703PR042	\$48.00	Cash
3/10/2017	Krista Berry	1612PR088	\$40.00	Cash
3/10/2017	Eugene Gard	1703PR045	\$68.24	Cash
3/16/2017	Eugene Gard	1703PR058	\$68.24	Cash
3/21/2017	JJL Process	1703PR076	\$69.00	Check
3/21/2017	JJL Process	1703PR077	\$69.00	Check
3/22/2017	JJL Process	1703PR093	\$69.00	Check
3/28/2017	Protected Information	1703PR095	\$40.00	Cash
3/29/2017	Protected Information	1703PR100	\$40.00	Cash
3/30/2017	Merlinda Francisco	1703PR110	\$40.00	Cash
3/30/2017	Collins and Collins	1703PR105	\$40.00	Check
Collected:			\$949.48	
Refund:			\$0.00	
Total:			\$949.48	

Deputy:	Terry Phillips

County:	Gila				
Precinct:	Payson				

Constable: Tony McDaniel





Mileage Total: 2287.5 Total Cases Served/Attempted: 157 Mileage Mileage Daily Notes & Served By Service Person Served/ Served Via Plaintiff Defendant Address Mileage Case No. Start End Type of Document Served Received Benjamin Wilson / 1009 S 76.3 McDaniel Beeline HWY Payson AZ 3/1/17 Served 2/27/17 Order of Protection Protected Information Benjamin Wilson Benjamin Wilson / Unknown DO201700069 Gila County Superior Benjamin Wilson / 1009 S J0404CV201700010 Injunction Against McDaniel 3/1/17 Served Beeline HWY Payson AZ Benjamin Wilson Benjamin Wilson / Unknown Protected Information 2/27/17 Harassment Payson Justice Court 10404CR201700006 McDaniel 3/1/17 Attempted Leslie Bahe / 501 E Lorene Payson AZ Leslie Bahe Payson Justice Court State of Arizona 2/28/17 Arrest Warrant J0404CR201700006 McDaniel 3/1/17 Attempted Leslie Bahe / 501 E Lorene Payson AZ None Payson Justice Court State of Arizona Leslie Bahe 2/28/17 Arrest Warrant Ezekiel Brooks / 105 E Main St #120 Payson McDanie 3/1/17 Attempted Payson Justice Court | State of Arizona Ezekiel Brooks 3/1/17 Order of Court Date 2016TR2550 Ezekiel Brooks / 105 E Main St Ezekiel Brooks / 105 E Main St #120 Payson McDaniel 3/1//17 Served #120 Payson AZ 3/1/17 Order of Court Date 2016TR2550 Payson Justice Court State of Arizona Fzekiel Brooks Rhiannon Hamrick / 105 E Main St #102 J0404CV201700011 Injunction Against McDanie 3/1/17 Attempted Payson AZ Payson Justice Court | Protected Information Rhiannon Hamrick 3/1/17 Harassment Shawn Moore / 2213 N Shawn Moore / 2213 N Rainbow End Star J0404CV201700011 3/1/17 Served McDaniel Rainbow End Star Valley AZ Valley AZ Payson Justice Court Protected Information Shawn Moore 3/1/17 Order of Protection Rhiannon Hamrick / 108 W Rhiannon Hamrick / 105 E Main St #102 Injunction Against J0404CV201700011 McDaniel 3/1/17 Served Main St Payson AZ Protected Information Rhiannon Hamrick Payson AZ 3/1/17 Harassment Payson Justice Court PPD Reception Desk / 303 N Officer McAnerny / 303 N Beeline HWY M0444TR20170120 Payson Magistrate McDaniel Beeline HWY Payson, AZ 3/1/17 Served State of Arizona Joseph Weatherby Payson AZ 3/1/17 Subpoena Court Injunction Against J0404CV201700011 62 5 McDanie 3/2/17 Attempted Edward Rosell / 216 W Aero St Payson AZ None Protected Information **Edward Rosell** Payson Justice Court 3/2/17 Harassment Edward Rosell / 216 W Aero St Injunction Against J0404CV201700011 McDaniel Edward Rosell / 216 W Aero St Payson AZ Payson AZ 3/2/17 Served Payson Justice Court Protected Information **Edward Rosell** 3/2/17 Harassment J0404CV201700011 McDaniel 3/2/17 Attempted Sharon Spesard / 1100 N Gila Dr Payson AZ None Payson Justice Court Protected Information Sharon Spesard 3/2/17 Order of Protection McDaniel 3/2/17 Attempted Sharon Spesard / 1100 N Gila Dr Payson AZ None J0404CV201700016 Payson Justice Court Protected Information **Sharon Spesard** 3/2/17 Order of Protection Sharon Spesard / 201 S Beeline J0404CV201700011 McDaniel 3/2/17 Served Sharon Spesard / 1100 N Gila Dr Payson AZ HWY Payson AZ Payson Justice Court Protected Information **Sharon Spesard** 3/2/17 Order of Protection Sharon Spesard / 201 S Beeline McDaniel 3/2/17 Served HWY Payson AZ Sharon Spesard / 1100 N Gila Dr Payson AZ J0404CV201700016 Payson Justice Court | Protected Information **Sharon Spesard** 3/2/17 Order of Protection Michael Mitchell / 128 W HWY Michael Mitchell / 213 W Wade Ln Unit A 3/2/17 Served McDaniel 260 Payson AZ Protected Information Payson AZ 3/2/17 Notice to Appear; Petition JV201700046 Gila County Superior State of Arizona Maura or Robert Mastin / 2005 N McDaniel 3/2/17 Attempted None Murchinson Cir Payson AZ JV201700043 Protected Information 3/2/17 Notice to Appear; Petition Gila County Superior State of Arizona McDaniel Protected Information 3/2/17 Served Protected Information Protected Information Gila County Superior State of Arizona 3/2/17 Notice to Appear; Petition JV201700043 Diane Zubeck / Protected **Payson Regional** 124.2 McDaniel 3/3/17 Served nformation Diane Zubeck / Protected Information 2016CR151 Justice State of Arizona **Greg Swenson** 3/2/17 Subpoena Robert Mastin / 2005 N Maura or Robert Mastin / 2005 N McDanie Murchinson Cir Payson AZ 3/3/17 Served Murchinson Cir Payson AZ Protected Information JV201700043 Gila County Superior State of Arizona 3/2/17 Notice to Appear; Petition McDanie 3/3/17 Served Protected Information Protected Information Protected Information Gila County Superior State of Arizona JV2017-00045 3/2/17 Notice to Appear; Petition Jennifer Simmons / 402 S Jennifer Simmons / 402 S Arroyo Dr Payson McDanie 3/3/17 Served Arroyo Dr Payson AZ Gila County Superior State of Arizona JV2017-00045 **Protected Information** 3/2/17 Notice to Appear; Petition Tiffany Huddlestun / 604 E Wade Lane Tiffany Huddlestun / 604 E J0404CV201700011 McDanie Wade Lane Payson AZ 3/3/17 Served Payson Justice Court | Protected Information Tiffany Huddlestun Payson AZ 3/3/17 Order of Protection Tiffany Huddlestun / 604 E Tiffany Huddlestun / 604 E Wade Lane J0404CV201700012 McDaniel 3/3/17 Served Wade Lane Payson AZ Tiffany Huddlestun Payson AZ Payson Justice Court | Protected Information 3/3/17 Order of Protection Tiffany Huddlestun / 604 E Tiffany Huddlestun / 604 E Wade Lane J0404CV201700012 Injunction Against 3/3/17 Served McDaniel Wade Lane Payson AZ 3/3/17 Harassment Payson Justice Court | Protected Information Tiffany Huddlestun Payson AZ Michael Mitchell / 213 W Wade Ln Unit A Michael Mitchell / 213 W Wade McDaniel Ln Unit A Payson AZ 3/3/17 Served Gila County Superior State of Arizona Protected Information Payson AZ 3/2/17 Notice to Appear; Petition JV201700046 DPS Clipboard / 201 N Colcord Officer Zickefoose / 201 N Colcord Payson I0404TR201700024 McDaniel 3/3/17 Served Payson AZ John Lombard 3/3/17 Subpoena Payson Justice Court State of Arizona Posted / 201 W Evergreen Cir Shawn Moore & Spring Stroud / 201 W McDaniel Payson AZ 3/3/17 Served Shawn Moore & Spring Stroud Evergreen Cir Payson AZ 2017CV73FD Payson Justice Court James Baggiore 3/3/17 Writ of Restitution McDaniel 3/3/17 Attempted Harold Loy / Protected Information Payson Justice Court State of Arizona 2016CR151 **Greg Swenson** 3/2/17 Subpoena Harold Lov / Protected 78.5 McDaniel 3/6/17 Served Harold Loy / Protected Information Information 2016CR151 Payson Justice Court State of Arizona **Greg Swenson** 3/2/17 Subpoena Matthew Selig / Payson Jail 108 M0444CR20170120 Payson Magistrate McDaniel 3/6/17 Served Matthew Selig / 906 W Summit St Payson AZ W Main St Payson AZ Matthew Selig Court State of Arizona 3/6/17 Criminal Summons

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Constable:	Tony McDaniel
County:	Gila
Precinct:	Payson





Mileage Total: 2287.5 157 Total Cases Served/Attempted: Daily Mileage Mileage Notes & Served By Service Person Served/ Served Via Date Address Court Plaintiff Defendant Start End Mileage Type of Document Case No. Served Received Officer Meza / 303 N Beeline HWY Payson PPD Reception Desk / 303 N MO44TR201701203 Payson Magistrate McDaniel Beeline HWY Payson, AZ 3/6/17 Served Zoie Petrovic State of Arizona 3/6/17 Subpoena Krista Beery / 518 W Brid;e 3/7/17 Served 54.8 McDaniel Krista Beery / 518 W Brid;e Path Payson AZ Path Payson AZ 2016CV780 Payson Justice Court State of Arizona Krista Beery 3/7/17 Letter DPS Clipboard / 201 N Colcord Officer Montgomery / 201 N Colcord Payson J0404TR201700028 Payson AZ 3/7/17 Served Payson Justice Court State of Arizona Jennifer Parkin 3/7/17 Subpoena GCSO Clipboard / 108 W Main Deputy Kilbourne / 108 W Main St Payson J0404TR201700039 McDaniel 3/7/17 Served St Payson AZ **Robert Bourgeois** Payson Justice Court State of Arizona 3/7/17 Subpoena Ashley Frost / 108 W Sherwood Dr Payson Petition to Modify Child McDaniel 3/7/17 Attempted None Ashley Frost Benjamin Rowe D0201500073 Gila County Superior 3/7/17 Support Ashley Forst / 807 W Longhorn Ashley Frost / 108 W Sherwood Dr Payson Petition to Modify Child McDaniel 3/7/17 Served Payson AZ Benjamin Rowe Ashley Frost D0201500073 Gila County Superior 3/7/17 Support Gave notice for 10 Sharon Rhoda / 107 E Bonita St #2 Payson McDaniel 3/7/17 days Sharon Rhoda AZ 85541 Payson Justice Court 3/7/17 Writ of Restitution 2016CV633FD Paul Sexton Tiffany Bowan / Protected Payson Magistrate 109.1 Phillips 3/8/17 Served Information Aka Solon Abram Tiffany Bowan / Protected Information State of Arizona 201612434 Court 3/8/17 Subpoena Tandi Burket / Protected Payson Magistrate Phillips 3/8/17 Served Information State of Arizona Rusty Brooner Tandi Burket / Protected Information 2016CR12346 3/8/17 Subpoena Court Clipboard / Tonto Apache Officer Schneider / Tonto Apache Police 3/8/17 Served Phillips Police Department J0404CR201700087 Payson Justice Court State of Arizona Darren Donaldson Department 3/8/17 Subpoena Tanner Ralls / 714 S Beeline McDaniel 3/8/17 Served Tanner Ralls / 9346 Juniper Dr Strawberry AZ Payson AZ CV201700015 Gila County Superior Merchant Metals INC 3/6/17 Summons & Complaint Tanner Ralls / 714 S Beeline Strawberry Mountain Vinyl & Fence / 9346 Strawberry Mountain Vinyl & McDanie Payson AZ 3/8/17 Served Juniper Dr Strawberry AZ 3/6/17 Summons & Complaint CV201700015 Gila County Superior Merchant Metals INC Fence Hector Gonzalez / 108 W Main M0444CR20170120 Payson Magistrate Phillips St Payson AZ 3/8/17 Served Hector Gonzalez / Unknown State of Arizona Hector Gonzalez 3/3/17 Criminal Summons Court osted & Certified Mailed / 190 N Cornerstone Way #9 Payson Melissa Howard / 190 N Cornerstone Way Phillips 3/8/17 Served 3/8/17 Residential Eviction Action | 2017CV130FD Payson Justice Court Debora Holler Melissa Howard #9 Payson AZ Mona Carpenter / Protected Payson Magistrate 94.7 Phillips 3/9/17 Served Mona Carpenter / Protected Information Information State of Arizona Lorri Taddei 3/8/17 Subpoena 2016CR12350 Court Allison Cambier / 105 E Main St #212 Payson | Allison Cambier / 105 E Main St J0404CV201700011 Injunction Against McDaniel 3/9/17 Served #212 Payson AZ Payson Justice Court | Protected Information Allison Cambier 3/9/17 Harassment Michael Keller / 903 E Granite Dells Rd #29 J0404TR201600223 McDaniel 3/9/17 Attempted Payson Justice Court State of Arizona Michael Keller Payson AZ 2/8/17 Arrest Warrant J0404TR201600225 McDaniel 3/9/17 Attempted Jospeh Hunter / 407 W Johnson Payson AZ Joseph Hunter Payson Justice Court State of Arizona 3/2/17 Arrest Warrant Jospeh Hunter / 407 W Johnson J0404TR201600225 McDaniel 3/9/17 Served ospeh Hunter / 407 W Johnson Payson AZ Payson AZ Payson Justice Court State of Arizona Joseph Hunter 3/2/17 Arrest Warrant Posted & Certified Mailed / J0404CV2017132-122.8 McDaniel Jack Voakes / 16557 N AZ HWY 87 Rye AZ 16557 N AZ HWY 87 Rye AZ 3/10/17 Served Eugene Gard Jack Voakes Payson Justice Court 3/10/17 Residential Eviction Action FD Kerri Cliiford / Protected Payson Magistrate Phillips 3/10/17 Served Information Daniel Wade Hager Kerri Cliiford / Protected Information State of Arizona 2016CR12389 Court 3/10/17 Subpoena Brian Clifford / Protected Payson Magistrate **Phillips** 3/10/17 Served Brian Clifford / Protected Information Information State of Arizona Daniel Wade Hager 2016CR12389 Court 3/10/17 Subpoena Freedom Grey / Protected Payson Magistrate Phillips 3/10/17 Served Information Freedom Grey / Protected Information State of Arizona **Edward Ziegele** 3/10/17 Subpoena 2016CR12295 Court Elizabeth Barnes / Protected Payson Magistrate 3/10/17 Served Phillips Elizabeth Barnes / Protected Information Information 2016CR12295 State of Arizona **Edward Ziegele** 3/10/17 Subpoena Court Karl Watts / Protected Payson Magistrate Phillips 3/10/17 Served Information Karl Watts / Protected Information 2016CR12295 Court State of Arizona **Edward Ziegele** 3/10/17 Subpoena Checked on Sharon Rhoda / 107 E Bonita St #2 Payson 31 6 McDanie 3/13/17 Progress Payson Justice Court Paul Sexton AZ 85541 Sharon Rhoda 3/7/17 Writ of Restitution 2016CV633FD GCSO Clipboard / 108 W Main J0404TR201600249 41 McDanie 3/14/17 Served Deputy Labonte / 108 W Main St Payson AZ St Payson AZ Payson Justice Court State of Arizona Brandon Bilkey 3/14/17 Subpoena DPS Clipboard / 201 N Colcord J0404TR201700044 McDaniel 3/14/17 Served Officer Harold / 201 N Colcord Payson AZ Payson AZ Payson Justice Court State of Arizona Liam Murphy 3/14/17 Subpoena DPS Clipboard / 201 N Colcord J0404TR201700040 McDaniel Payson AZ 3/14/17 Served Officer Harold / 201 N Colcord Payson AZ ustin Kulow Payson Justice Court | State of Arizona 3/14/17 Subpoena Wilmer Hale / 9165 W Stageline Rd Payson McDaniel 3/14/17 Returned Unserved Wilmer Hale Gila County Superior State of Arizona CR2017-040 3/14/17 Criminal Summons DPS Clipboard / 201 N Colcord J0404TR201700037 McDaniel 3/15/17 Served Officer Harold / 201 N Colcord Payson AZ Payson AZ Helen Geddes Payson Justice Court | State of Arizona 3/14/17 Subpoena

Deputy	: Terry Phillips	

County:	Gila				
Precinct:	Payson				

Constable: Tony McDaniel





Mileage Total: 2287.5 Total Cases Served/Attempted: 157 Mileage Mileage Daily Notes & Served By Date Address Person Served/ Served Via Plaintiff Defendant Type of Document Case No. Court Start End Mileage Received Laina Landers / 190 N Cornerstone Way #46 115.5 Phillips Star Valley, AZ 3/15/17 Attempted State of Arizona Laina Landers Gila County Superior 3/15/17 Criminal Summons CR2017-103 Laina Landers / 3792 E HWY Laina Landers / 190 N Cornerstone Way #46 Star Valley, AZ 260 Star Valley AZ 3/15/17 Served **Phillips** 3/15/17 Criminal Summons CR2017-103 State of Arizona Laina Landers Gila County Superior Jered McNeil / 108 W Main St (Jail) Payson Jered McNeil / 108 W Main St J0404CV201700014 108.7 McDaniel 3/16/17 Served Payson Justice Court Protected Information Jered McNeil (Jail) Payson AZ 3/16/17 Order of Protection Jane Gobert & Curtis Daugherty ane Gobert & Curtis Daugherty / 16557 N / 16557 N AZ HWY 87 #8 Phillips Payson AZ 3/16/17 Served AZ HWY 87 #8 Payson AZ 3/16/17 Residential Eviction Action | 2017CV143FD Payson Justice Court Eugene Gard Jane Gobert & Curtis Daugherty Sharon Rhoda / 107 E Bonita St Sharon Rhoda / 107 F Bonita St #2 Payson McDaniel AZ 85541 #2 Payson AZ 85541 3/17/17 Served Sharon Rhoda 3/7/17 Writ of Restitution 2016CV633FD Payson Justice Court Paul Sexton Bradley Rollinson / 116 N Orion Dr #1 J0404CR201700009 118 Phillips 3/17/17 Attempted Bradley Rollinson Payson AZ None 3/17/17 Criminal Summons Payson Justice Court State of Arizona Bradley Rollinson / 116 N Orion Dr #1 J0404CR201700009 3/17/17 Attempted **Phillips** Payson Justice Court Bradley Rollinson Payson AZ None State of Arizona 3/17/17 Criminal Summons Return to Court Bradley Rollinson / 116 N Orion Dr #1 J0404CR201700009 Phillips Bradley Rollinson Payson AZ 3/17/17 Unserved 3/17/17 Criminal Summons Payson Justice Court State of Arizona PPD Reception Desk / 303 N Officer Deschaaf / 303 N Beeline HWY M0444TR20170121 Payson Magistrate Beeline HWY Payson, AZ 3/17/17 Served Phillips 3/17/17 Subpoena State of Arizona Debra Dennis Payson AZ Court M0444TR20170121 Payson Magistrate 3/17/17 Attempted Phillips Brian Moran Brian Moran / 1311 N Easy St Payson AZ None State of Arizona 3/17/17 Criminal Summons Court Brain Moran / 713 N Easy St M0444TR20170121 Payson Magistrate Phillips Brian Moran Brain Moran / 713 N Easy St Payson AZ Payson AZ 3/17/17 Served State of Arizona 3/17/17 Criminal Summons Royanne Murphy / Protected Payson Magistrate 3/18/17 Served 80.1 McDaniel Royanne Murphy / Protected Information Information 2017CR12025 State of Arizona William Shuff Court 3/18/17 Subpoena Payson Magistrate McDaniel 3/18/17 Attempted Jesse Wampole Mary Jo Ludke / Protected Information None 2016CR12408 State of Arizona 3/18/17 Subpoena Court Payson Magistrate McDanie Alex Holland / Protected Information 3/18/17 Attempted Jesse Wampole 3/18/17 Subpoena 2016CR12408 Court State of Arizona Alex Holland / Protected Payson Magistrate McDaniel Alex Holland / Protected Information Information 3/18/17 Attempted State of Arizona Jesse Wampole 3/18/17 Subpoena 2016CR12408 Court Alex Holland / Protected Payson Magistrate 3/18/17 Served McDaniel Alex Holland / Protected Information Information Jesse Wampole 2016CR12408 State of Arizona 3/18/17 Subpoena Court Returned to Court Kattie Kamps / 312 E Airline BLVD #A Payson 3/18/17 Unserved McDaniel Kattie Kamps 3/18/17 Order to Show Cause 2017CR0005 Payson Justice Court State of Arizona Frank Falbo / 5329 N Rimwood Assist GCSO / Summons & McDaniel Frank Falbo / Unknown Dr Strawberry AZ 3/18/17 Served Frank Charles Falbo CV201700039 Gila County Superior | Wells Fargo Bank 3/18/17 Complaint 3/20/17 Attempted 54.9 McDaniel Misty Rene Cross Misty Rene Cross / 601 W. Main Payson AZ 2/7/17 Arrest Warrant CR2017000019 Payson Justice Court State of Arizona Jeffrey Conner / 408 Eidelweiss Cir Payson M0444CR20160123 Payson Magistrate McDaniel 3/21/17 Attempted Jeffrey Conner 12/1/16 Arrest Warrant State of Arizona Lee Sears / 7510 N Toya Vista 3/21/17 Served McDaniel ee Sears / 7510 N Toya Vista Rd Payson AZ Rd Payson AZ 3/21/17 Notice to Appear; Petition JV201700055 Gila County Superior State of Arizona Protected Information 3/21/17 Served McDaniel Protected Information Protected Information Protected Information 3/21/17 Notice to Appear; Petition JV201700055 Gila County Superior State of Arizona 3/21/17 Attempted McDaniel Protected Information Protected Information None 3/21/17 Notice to Appear; Petition JV201700054 Gila County Superior State of Arizona Samuel Cristenson / 105 Heritage Ln Payson 3/21/17 Attempted McDaniel Protected Information None Gila County Superior State of Arizona 3/21/17 Notice to Appear; Petition JV201700054 3/21/17 Served McDaniel Protected Information Protected Information Protected Information 3/21/17 Notice to Appear; Petition JV201700054 Gila County Superior State of Arizona Edulives De Vazquez 301 W Bonita AT #7 Payson AZ 3/21/17 Attempted McDaniel Edujives De Vazquez JV201700053 Protected Information Gila County Superior State of Arizona 3/21/17 Notice to Appear; Petition Edujives De Vazquez 301 W Bonita AT #7 Payson AZ 3/21/17 Attempted McDaniel Gila County Superior State of Arizona Protected Information **Edujives De Vazquez** 3/21/17 Notice to Appear; Petition JV201700053 Samuel Cristenson / 105 Heritage Ln Payson | Samuel Cristenson / 811 E HWY McDaniel Protected Information 260 Payson AZ 3/21/17 Served 3/21/17 Notice to Appear; Petition JV201700054 Gila County Superior State of Arizona 3/21/17 Attempted McDaniel Gila County Superior State of Arizona Protected Information Protected Information None JV201700056 3/21/17 Notice to Appear; Petition Sarai Chanez / 3760 E AZ HWY 260 #22 McDanie 3/21/17 Attempted Protected Information Payson, AZ None JV201700056 Gila County Superior State of Arizona 3/21/17 Notice to Appear; Petition Protected Information 3/21/17 Served McDaniel Protected Information Protected Information 3/21/17 Notice to Appear; Petition JV201700056 Gila County Superior State of Arizona

Deputy:	Terry Phillips

County:	Gila
Precinct:	Payson





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Date	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served B
							Sarai Chanez / 328 N McLane						McDaniel
/21/17	Notice to Appear; Petition	JV201700056	Gila County Superior	State of Arizona	Protected Information		Rd Payson AZ	3/21/17	Served				McDaniei
							Edujives De Vazquez 301 W Bonita AT #7 Payson AZ	3/21/17	Attempted				McDaniel
3/21/17	Notice to Appear; Petition	JV201700053	Gila County Superior	State of Arizona	Protected Information	Edujives De Vazquez	BOIIILA AT #7 Payson AL	SILLILI	recempted		170		See Section
	N A Datition	IV/2017000E7	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	3/22/17	Served			159.9	McDaniel
3/21/1/	Notice to Appear; Petition	30201700037	Glia County Superior	State of Arteona	Trottered morning		Emmett DeBurger / 509 S Oak						
3/21/17	Notice to Appear; Petition	JV201700057	Gila County Superior	State of Arizona	Protected Information		St Payson AZ	3/22/17	Served				McDaniel
7/22/27			7/15					2/22/17	Returned Unserved				McDaniel
3/22/17	Summons & Complaint	2017CV90-OV	Payson Justice Court	LVNV Funding	Robert Koebbe	Robert Koebbe / 3737 Mohawk Pine AZ	Deceased William Earl Chitwood / 350	3/22/1/	Returned Onserved				
68.		J0404CV201700015			Milliam Ford Chitusoph	William Earl Chitwood / 350 Chitwood Ln Star Valley AZ	Chitwood Ln Star Valley AZ	3/22/17	Served			-	Deputy Binney
3/22/17	Order of Protection	5	Payson Justice Court	Protected Information	William Earl Chitwood	Star valley AZ	Cincipod Eriotai Famey -						12 2 2 7 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1
100/17	Complaint	2017CV91-0V	Payson Justice Court	LVNV Funding	Derek Jones	Derek Jones / 604 N Snead Payson AZ	None	3/22/17	Attempted				Phillips
3/22/1/	Summons & Complaint	2017CV91-OV	rayson sustice court	Litter Landing	Des extraction of the second o	100000000000000000000000000000000000		1000					
3/22/17	Summons & Complaint	2017CV91-OV	Payson Justice Court	LVNV Funding	Derek Jones	Derek Jones / 604 N Snead Payson AZ	None	3/22/17	Attempted				Phillips
JEEL T.	Summers			E-S-NT P			Derek Jones / 604 N Snead	0/00/4	cd			201 6	McDaniel
3/22/17	Summons & Complaint	2017CV91-OV	Payson Justice Court	LVNV Funding	Derek Jones	Derek Jones / 604 N Snead Payson AZ	Payson AZ	3/23/1/	Served	171		201.0	WicDallier
		M0444TR20170121			0.1.10.1.1	Officer Beeson / 303 N Beeline HWY	PPD Reception Desk / 303 N Beeline HWY Payson, AZ	3/23/17	Served				McDaniel
3/23/17	Subpoena	18	Court	State of Arizona	Richard Goodell			5,25,2		1900	Total Control		1344/1/2013
		J0404TR201700028	Davison Justice Court	State of Arizona	Steve Montgomery	A7	Payson AZ	3/23/17	Served				McDaniel
3/23/17	Subpoena	9	Payson Justice Court Payson Magistrate	State of Arizona	Steve Workgomery	Protected Information / 103 Pinon Cir	Protected Information / 108 W						
2/9/17	Subpoena	2016CR12434	Court	State of Arizona	Aka Solon Abram	Payson AZ	Main St Payson AZ	3/23/17	Served				McDaniel
3/0/1/	Завроени	20200112210				Edujives De Vazquez 301 W Bonita AT #7	Edujives De Vazquez 301 W					117.5	McDaniel
3/21/17	Notice to Appear; Petition	JV201700053	Gila County Superior	State of Arizona	Protected Information	Payson AZ	Bonita AT #7 Payson AZ	3/24/1	Served	Marie Control		117.5	WicDarner
						Alutha Skidmore / 905 S McLane #25 Payson	None	3/24/1	Attempted				Phillips
3/24/17	Notice to Appear; Petition	JV201700058	Gila County Superior	State of Arizona	Protected Information	AZ	None	3/24/1	Accompace				
A 1-30		77 - X - Z - Z - Z - Z			Protected Information	Alutha Skidmore / 905 S McLane #25 Payson	None	3/24/1	Attempted		200		Phillips
3/24/17	Notice to Appear; Petition	JV201700058	Gila County Superior	State of Arizona	Protected information	Alutha Skidmore / 905 S McLane #25 Payson							
2/24/17	Notice to Appear; Petition	1/201700058	Gila County Superior	State of Arizona	Protected Information	AZ	None	3/24/1	7 Attempted				Phillips
3/24/1/	Notice to Appear, retition	74201700030	One county superior		The Samuel Control of the Control	Alutha Skidmore / 905 S McLane #25 Payson							Dhilling
3/24/17	Notice to Appear; Petition	JV201700058	Gila County Superior	State of Arizona	Protected Information	AZ	None	3/24/1	7 Attempted				Phillips
34173			RETURNED.				Protected Information	3/24/1	7 Attempted				Phillips
3/24/17	Notice to Appear; Petition	JV201700058	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected information	3/24/1	Accempted			1	
				Charles of Asiana	Protected Information	Victorian Burnette / 110 Airport Rd #16 Payson AZ	None	3/24/1	7 Attempted				Phillips
3/24/17	Notice to Appear; Petition	JV201700060	Gila County Superior	State of Arizona	Protected information	raysonae			The second		1 39		
2/24/47	Notice to Appear; Petition	JV201700061	Gila County Superior	State of Arizona	Protected Information	Michelle Johnson / 8189 Barance Payson AZ	None	3/24/1	7 Attempted		CENTE.		Phillips
3/24/1/	Notice to Appear, Fetition	34201700001	Payson Magistrate					12.60					Dhilling
3/17/17	Subpoena	2016CR12408	Court	State of Arizona	Jesse Wampole	Mary Jo Ludke / Protected Information	None	3/24/1	7 Attempted				Phillips
-,,			25-18-21-17	Major Tally not			Michelle Johnson / 111 W	2/24/1	7 Served		9		Phillips
3/24/17	Notice to Appear; Petition	JV201700061	Gila County Superior	State of Arizona	Protected Information	Michelle Johnson / 8189 Barance Payson AZ	Cedar Ln Suite A Payson AZ	3/24/1	/ Jeiveu	00 90			
			Cile County Comparison	State of Arizona	Protected Information	Protected Information	None	3/24/1	7 Attempted		9 315		Phillips
3/24/17	Notice to Appear; Petition	JV201700061	Gila County Superior	State of Arizona	Protected information	. rotette morneton	100 F 10 - 17 - 16 - 16 - 16 - 16 - 16 - 16 - 16	1000		17	1		
2/24/17	Notice to Appear; Petition	JV201700061	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	3/24/1	7 Served				Phillips
3/24/1/	Notice to Appear, retition	7720170001					BIG ACEDS IN						Dhilling
3/24/17	Notice to Appear; Petition	JV201700060	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	3/24/1	.7 Served				Phillips
						Charles Chastain / 300 W Bonita St #17	Charles Chastain / 300 W	2/24/5	7 Served	1000			Phillips
3/24/17	Residential Eviction Action	2017CV157FD	Payson Justice Court	Rick Glissendorf	Charles Chastain	Payson AZ	Bonita St #17 Payson AZ Jason Mcormick / 661 N	3/24/1	Jeived	199			
279.0				State of Asian-	Incon Meanwick	Jason Mcormick / 661 N Mclellan Dr Tonto Basin AZ	McIellan Dr Tonto Basin AZ	3/24/1	7 Served				Phillps
3/24/17	Order to Show Casue	2013CR12383	Payson Justice Court	State of Arizona	Jason Mcormick	Janii Ar			192855				
2/24/	Matica to Appear Detition	JV201700058	Gila County Superior	State of Arizona	Protected Information	Protected Information	None	3/27/	17 Returned Unserve	d		58.	3 McDaniel
3/24/17	Notice to Appear; Petition	34201700036	Cita County Superior	State of Falkona		Alutha Skidmore / 905 S McLane #25 Payson	n Alutha Skidmore / 107 E Lone						McDaniel
3/24/17	Notice to Appear; Petition	JV201700058	Gila County Superior	State of Arizona	Protected Information	AZ	Pine Dr Payson	3/27/	L7 Served				McDaniel
3/24/1/	Injunction Against	J0404CV20170001				Shawna Green 809 W Longhorn Rd #C18		2/27/	17 Attompted				McDaniel
3/27/17	7 Harassment	9	Payson Justice Court	Protected Information	Shawna Green	Payson AZ	None	_	17 Attempted				counct
	Injunction Against	J0404CV20170001				Shawna Green 809 W Longhorn Rd #C18	Shawna Green 809 W Longhor Rd #C18 Payson AZ		17 Served				McDaniel
3/27/17	7 Harassment	9	Payson Justice Court	Protected Information	Shawna Green	Payson AZ Victorian Burnette / 110 Airport Rd #16	INU HOLO PAYSON PAL	3,211					
SILIII													

Deputy: Terry Phillips

onstable:	Tony McDaniel	

County: Gila
Precinct: Payson





Total Cases Served/Attempted: 157 Mileage Total: 2287.5 Date Date Mileage Mileage Daily Type of Document Case No Court Plaintiff Defendant Address Person Served/ Served Via Notes & Served By Received Start End Mileage Jacqui Jeffery / 16 N Star Valle Dr #14 Star Jacqui Jeffery / 16 N Star Valle **Return Unserved** 3/27/17 Summons & Complaint 2017CV36-UN **Payson Justice Court** LVNV Funding Jacqui Jeffery Dr #14 Star Valley AZ 3/27/17 Deceased Valley AZ McDaniel Payson Magistrate Mary Jo Ludke / Protected 3/17/17 Subpoena 2016CR12408 State of Arizona Jesse Wampole Mary Jo Ludke / Protected Information Information 3/28/17 Served 76.7 McDaniel Injunction Against J0404CV201700016 John Covery / 905 N Beeline HWY #25 John Covery / 905 N Beeline 3/28/17 Harassment Payson Justice Court Protected Information John Covey HWY #25 Payson AZ 3/28/17 Served Payson AZ McDanie Victorian Burnette / 110 Airport Rd #16 3/24/17 Notice to Appear; Petition JV201700060 Gila County Superior State of Arizona Protected Information 3/28/17 Attempted Payson AZ None McDaniel Garrett Stucke & Ron Richards / 917 W Ron Richards / 917 W Saddle 3/28/17 5 Day Notice to Vacate Betty Barone Garrett Stucke & Ron Richards Saddle Ln Payson AZ Lane Payson AZ 3/28/17 Served McDaniel Injunction Against J0404CV201700016 Garrett Stucke / 917 W Saddle 3/28/17 Harassment Payson Justice Court Protected Information Garrett Stucke Garrett Stucke / 917 W Saddle Ln Payson AZ Ln Payson AZ 3/28/17 Served McDaniel Officer Zickefoose / 201 N Colcord Payson DPS Clipboard / 201 N Colcord 3/29/17 Subpoena 2017TR300 Payson Justice Court State of Arizona Charles Brokaw 3/29/17 Served Payson AZ 145.3 Phillips Debra Flatt / 609 S McLane Rd 3/29/17 Residential Eviction Action 2017CV166FD Payson Justice Court Patrick Phaneuf Debra Flatt Debra Flatt / 609 S McLane Rd Payson AZ 3/29/17 Served Payson AZ McDaniel J0404CR20170000 Bradley Rollinson / 116 N Orion Dr #1 3/23/17 Arrest Warrant Payson Justice Court State of Arizona **Bradley Rollinson** Payson AZ None 3/29/17 Attempted Phillips J0404TR201500013 Scott McBrayer / 609 W Arabian Way 3/23/17 Arrest Warrant Payson Justice Court State of Arizona Scott McBraver Payson AZ None 3/29/17 Attempted Phillips J0404CR201700006 3/1/17 Arrest Warrant Payson Justice Court State of Arizona Leslie Bahe Leslie Bahe / 501 E Lorene Payson AZ 3/29/17 Attempted None McDaniel J0404CV201300040 8/8/16 Arrest Warrant Payson Justice Court State of Arizona Logan Hopkins 3/29/17 Attempted Phillips Logan Hopkins / 1509 Curtis Cir Payson AZ None Victorian Burnette / 110 Airport Rd #16 3/29/17 Notice to Appear; Petition JV201700060 Gila County Superior State of Arizona Protected Information Payson AZ 3/29/17 Attempted McDaniel Injunction Against J0404CV201700016 Ivy Mastin / 2005 N Murchinson Cir Payson Ivy Mastin / 2005 N 3/29/17 Harassment Payson Justice Court Protected Information lvv Mastin 3/29/17 Served Murchinson Cir Payson AZ McDaniel James Wrona / 100 N Beeline 3/30/17 Child Custody D020160333 **Gila County Superior** Therese Wrona James Wrona James Wrona / 612 S Joy Dr Payson AZ HWY Payson AZ 3/30/17 Served 147.8 Phillips Payson Magistrate Freedom Grey / Protected 3/30/17 Subpoena 2016CR12295 Court State of Arizona **Edward Ziegele** Freedom Grey / Protected Information Information 3/30/17 Served Phillips Payson Magistrate Elizabeth Barnes / Protected 3/30/17 Subpoena 2016CR12295 State of Arizona Court **Edward Ziegele** Elizabeth Barnes / Protected Information Information 3/30/17 Served Phillips Payson Magistrate Karl Watts / Protected 3/30/17 Subpoena 2016CR12295 State of Arizona Edward Ziegele Karl Watts / Protected Information 3/30/17 Served Phillips Information Joshua Lopac / 910 W Saddle Ln 3/30/17 Child Custody D0201700037 Gila County Superior Donald & Joan Mitchell lose Macias & Joshua Lopaz Joshua Lopac / 910 W Saddle Ln Payson AZ Payson AZ 3/30/17 Served Philllips J0404TR201700037 Officer Montgomery / 201 N Colcord Payson | DPS Clipboard / 201 N Colcord 3/30/17 Subpoena Payson Justice Court State of Arizona Mani Murugesan Payson AZ 3/30/17 Served Phillips J0404TR201700028 Officer Montgomery / 201 N Colcord Payson DPS Clipboard / 201 N Colcord 3/30/17 Subpoena Payson Justice Court State of Arizona lennifer Parks 3/30/17 Served Payson A7 **Phillips** M0444TR20170121 Payson Magistrate PPD Reception Desk / 303 N 3/30/17 Subpoena Court State of Arizona David Wicks Officer Lee / 303 N Beeline HWY Payson AZ Beeline HWY Payson, AZ 3/30/17 Served **Phillips** M0444TR20170121 Payson Magistrate Officer Lynch / 303 N Beeline HWY Payson PPD Reception Desk / 303 N 3/30/17 Subpoena Court State of Arizona Jason Hilgendorf Beeline HWY Payson, AZ 3/30/17 Served Phillps J0404CV201700017 Injunction Against Ahsley Griifith / 284 West Roundup Payson Ahsley Griifith / 284 West 3/30/17 Harassment Payson Justice Court Protected Information Ashley Griffith Roundup Payson AZ 3/30/17 Served McDaniel Daniel Francisco / 309 S Brassie Dr Payson Daniel Francisco / 309 S Brassie 3/30/17 Annulment D0201700097 Gila County Superior Merlinda Francisco **Daniel Francisco** 3/30/17 Served Dr Payson AZ Phillips Victorian Burnette / 110 Airport Rd #16 3/24/17 Notice to Appear; Petition JV201700060 Gila County Superior State of Arizona Protected Information Payson AZ 3/30/17 Attempted McDaniel None Victorian Burnette / 110 Airport Rd #16 Victorian Burnette / 110 Airport 3/24/17 Notice to Appear; Petition JV201700060 Gila County Superior State of Arizona Protected Information Payson AZ Rd #16 Payson AZ 3/30/17 Served McDaniel Troy or Jonnie Davenport / 602 Fort Troy or Jonnie Davenport / 602 3/31/17 Notice to Appear; Petition JV201700065 Gila County Superior State of Arizona Protected Information McDonald Dr Payson AZ Fort McDonald Dr Payson AZ 3/31/17 Served 107.7 Phillips Benjmain Perry / 203 E Pincone Cir Payson Benjamin Perry / 108 W Main 3/31/17 Notice to Appear; Petition JV201700064 Gila County Superior State of Arizona Protected Information St Payson AZ 3/31/17 Served McDaniel 3/31/17 Notice to Appear; Petition JV201700064 State of Arizona Gila County Superior Protected Information Protected Information Protected Information 3/31/17 Served McDaniel 3/31/17 Notice to Appear; Petition JV201700065 Gila County Superior State of Arizona Protected Information Protected Information Protected Information 3/31/17 Served McDaniel

GILA COUNTY TREASURER'S RECEIPT GILA COUNTY, ARIZONA

DATE Maish 31, 2017

GRANT#		h.			
DEPOSIT TO FUND Dunt	ple Fun	al	The same of the sa	ND #	
REMITTING DEPT	Pregional	Constable 7	# 394	1	
SERVICE RENDERED	asset o	Darch 2017			
Account Code		Revenue Descriptio	n	Amount	
T916 9061	CEST	Blorid Foo (2615.00)	10	00
005.324.3405.80	Sorvice	o Foo (Morso	(bourtland)	939	48
			Tree!		
				949	48
Authorized Signature Komb	Dely Bus	4	Title (%)	stable C	العاح
SUMMARY OF DEPOSIT		26100 200			
Currency	598	1050 50			
Coins	H8	17020 = 340			
Checks	351	105 5	3		
Total	949.48	701 -	595		
TREASURER By	Down		Date .	1 4 3 17	
THE ACCULATION OF THE ACCULATI				98	3456

ARF-4285

Consent Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 04/18/2017 Reporting March 2017

Period:

Submitted For: Anita Escobedo, Clerk of the Superior Court

Information

Subject

Clerk of the Superior Court's Office Monthly Report for March 2017.

Suggested Motion

Acknowledgment of the March 2017 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerks Report for March 2017

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF GILA

CLERK'S REPORT

FOR

March 2017

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

ANITA ESCOBEDO

Clerk of the Superior Court of Gila County, Arizona

GILA COUNTY SUPERIOR COURT

Report generated on: 4/6/2017 12:11:18 PM

Criteria:

From Date: 3/1/2017

To Date:3/31/2017

Agency Code	Agency Name	GL Account N	um GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Nar	me:								
		5555	HOLD ACCOUNT	\$1653.64		(\$1398.00)		\$255.64	\$0.00
Agency Na	me: BOND POSTED - THIS CO	OURT							
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$40107.78			(\$2500.00)	\$37607.78	\$0.00
Agency Na	me: ELECTED OFFICIALS RE	TIRE. FUND							
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2873.10				\$2873.10	\$143.66
Agency Na	me: GILA COUNTY TREASUR	ER							
CTREAS	GILA COUNTY TREASURER	R ZOS2	2011 ADDTNL ASSMNT-CNTY TRSR	\$19.01				\$19.01	\$0.95
		ZOS1	2011 ADDTNL ASSMNT-STATE TRSR	\$152.21				\$152.21	\$7.6
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$385.93		\$100.00		\$485.93	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$65.43				\$65.43	\$3.2
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$4140.51				\$4140.51	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$465.00				\$465.00	\$23.25
		ZFEE	BASE FEES (GENERAL FUND)	\$5931.87				\$5931.87	\$296.59
		ZFINE	BASE FINES	\$8283.53		\$100.00		\$8383.53	\$419.18
		ZFORF	BOND FORFEITURES				\$2500.00	\$2500.00	\$125.00

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZCIEF	CHILDREN ISSUES EDUC FUND	\$580.93				\$580.93	\$29.05
		ZCEF	CLEAN ELECTIONS FUND	\$715.52				\$715.52	\$0.00
		ZCAA1	CONFIDENTAL ADDRESS ASSESSMENT FUND- STATE	\$3.80				\$3.80	\$0.19
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND- LOCAL	\$0.20				\$0.20	\$0.01
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$48.65				\$48.65	\$2.43
		ZJDET	COUNTY JUV DETENTION	\$1301.17				\$1301.17	\$65.06
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2871.64				\$2871.64	\$143.58
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$3583.11				\$3583.11	\$179.16
		ZDNAS	DNA STATE SURCHARGE	\$419.85				\$419.85	\$20.99
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1109.08				\$1109.08	\$55.45
		ZDVCA	DOM. VIOLCHLD ABUSE PREV FND	\$362.55				\$362.55	\$18.13
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$120.00				\$120.00	\$6.00
		ZDVSF2	DOMESTIC VIOLENCE SERVICE FUND	\$1620.97				\$1620.97	\$81.0
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$45.36				\$45.36	\$2.2

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$3814.38				\$3814.38	\$190.72
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$6.11				\$6.11	\$0.3
		ZDUIA	DUI ABATEMENT FUND	\$250.00				\$250.00	\$12.50
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$414.00				\$414.00	\$20.70
		ZWITN	EXPERT WITNESS FUND	\$720.00				\$720.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$1460.38				\$1460.38	\$73.02
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$77.14				\$77.14	\$3.86
		ZFAR2	FARE DELINQUENCY FEE	\$61.60				\$61.60	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$420.86				\$420.86	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$500.81				\$500.81	\$25.04
		ZCC	GEN JURIS CONCILIATION COURT	\$1649.34				\$1649.34	\$82.4
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$9236.49		\$60.00		\$9296.49	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$1539.40		\$10.00		\$1549.40	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$4618.28		\$30.00		\$4648.28	\$0.0
		ZJF	JAIL (INCARCERATION) FEES	\$21.55				\$21.55	\$0.0

ount Set As	Bond Net Amount Forfeiture Amount	Adjusted Amount	Dishonored Amount	Receipt Amount	GL Account Name	GL Account Num	Agency Name	Agency Code
0.57 \$7	\$1410.57			\$1410.57	JUDIC. COLLECT. ENHANCE. FUND - LOCAL		GILA COUNTY TREASURER	CTREAS
4.20 \$16	\$3204.20			\$3204.20	JUDIC. COLLECT. ENHANCE. FUND - STATE	ZJCSF		
6.82	\$266.82	\$7.00		\$259.82	JUDICIAL COLLECT ENHANCE FUND - LOCAL	ZJCL		
8.93	\$498.93	\$13.00		\$485.93	JUDICIAL COLLECT ENHANCE FUND - STATE	ZJCS		
32.57 \$4	\$982.57	\$610.00		\$372.57	JUVENILE DIVERSN FUND UNDER \$40	ZJDU		
2.21 \$7	\$1412.2			\$1412.21	JUVENILE PROBATION SERV FEES	ZJS		
\$9.17 \$4	\$989.1			\$989.17	MEDICAL SERVICES ENHANCE FUND	ZMSEF		
94.96	\$94.90			\$94.96	MISCELLANEOUS FEES	ZMISC		
21.95	\$21.9			\$21.95	OFFCR SAFETY EQUIP-CITY POLICE	ZOS3		
54.16	\$54.1			\$54.16	OFFCR SAFETY EQUIP-SHERIFF	ZOS4		
50.50	\$0.5			\$0.50	OVERPAYMENT FORFEITED	ZOVF		
19.50 \$1	\$2349.5			\$2349.50	PASSPORT APPLICATION FEES	ZPP		
14.52 \$1	\$2944.5			\$2944.52	PRISON CONSTRUCTION AND	ZPCOF		
13.67	\$13.6			\$13.67	PROB SURCH 2006	ZPRS6		

Agency Code	Agency Name	GL Account Nu	m GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZPBA	PROBATION FEE ADULT	\$21301.60		\$88.00		\$21389.60	\$1069.48
		ZPUBZ	PUBLIC DEFENDER FEES	\$253.00				\$253.00	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$2334.50				\$2334.50	\$0.00
		ZRCF	RESOURCE CENTER FUND	\$239.96				\$239.96	\$12.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$126.88				\$126.88	3 \$6.34
		ZSTAT	STATE TREASURER - GENERAL FUND	\$34.01				\$34.01	1 \$1.70
		ZTECH	TECHNICAL REGISTRATION FUND	\$225.00				\$225.00	\$11.25
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$47.01		\$155.00		\$202.01	1 \$10.10
		ZGFDU	XTRA DUI ASSMT	\$25.00				\$25.00	\$1.25
		ZPRS9	ZPRS9	\$410.41				\$410.4	1 \$20.52
Agency Na	me: MISCELLANEOUS - TRUS	ST							
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$22.00				\$22.00	0 \$0.00
Agency Na	ame: OVERPAYMENT FUND								
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$115.00				\$115.0	0 \$0.0
Agency Na	ame: RESTITUTION								
ZREST	RESTITUTION	ZREST	RESTITUTION	\$6197.48		\$225.00		\$6422.4	8 \$0.00
			Total:	\$146596.76	LESS S	\$0.00 CHADED AREA	\$0.0	-\$47040.3 \$99556.4	86
#(0.0000)#4-07-06-000		THIS REPORT IS	FOR INTERNAL USE ONLY. D	OO NOT DISTRI			NT	-\$ 255.6 \$99300.7 -\$.5 \$99300.2	60

STATE OF ARIZONA)	
)	SS:
County of Gila)	

ANITA ESCOBEDO, being first duly sworn according to law, Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of March 2017.

ANITA ESCOBEDO

Clerk of the Superior Court Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 6TH day of APRIL 2017.

ESTHER RIOS

Court Services Business Mgr.

ARF-4292

Consent Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 04/18/2017

Reporting Globe Regional Constable Monthly Report for March 2017

Period:

Submitted For: Ruben Mancha, Globe Regional Constable

Information

Subject

Globe Regional Constable's Office Monthly Report for March 2017.

Suggested Motion

Acknowledgment of the March 2017 monthly departmental activity report submitted by the Globe Regional Constable's Office.

Attachments

March Monthly Report

RUBEN A MANCHA GLOBE REGIONAL CONSTABLE



1400 E ASH ST GLOBE, AZ 85501 928-402-8758

MARCH 2017 MONTHLY REPORT TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

RUBEN A MANCHA GLOBE REGIONAL CONSTABLE



1400 E ASH ST GLOBE, AZ 85501 928-402-8758

November 14, 2017 (Revised)

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

GLOBE REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of March 2017 the Globe Regional Constable's Office:

Received a total of 125 papers for service with 126 Attempts
Drove a total of 1382 miles
Warrant Letters Mailed 25
FTP Monies Collect by Justice Court from Constable
Warrant Letters \$2294.22
Bailiff for Justice Court 4

Collected a total of \$1217.40 as follows:

•	Total Deposited	\$1217.40
•	Less Refunds	(\$10.00)
•	Less Writ Fee (2_@ \$5.00/each) Collected	(\$0.00)
•	Paid to General Fund	\$1207.40

Respectfully submitted,

Ruben Mancha

Globe Regional Constable Gila County, Globe, Arizona

GLOBE REGIONAL CONSTABLE OFFICE FEES COLLECTED MARCH 2017 (Revised)

		,	
DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT
2/15/2017	JJL Process		\$48.00
3/3/2017	Holiday Hills MHP	1703CO017	\$87.00
3/6/2017	John Perlman	1703CO038	\$48.00
3/8/2017	JJL Process		\$64.00
3/8/2017	JJL Process		\$48.00
3/10/2017	Hannah Greenwall	1703CO067	\$48.00
3/10/2017	Sandra Drouin	1703CO068	\$48.00
3/10/2017	Michelle Minefee	1703CO069	\$40.00
3/10/2017	First Legal Network	1703CO076	\$84.00
3/14/2017	Pedro Garcia	1703CO078	\$48.00
3/15/2017	JJL Process	1703CO103	\$55.20
3/24/2017	JJL Process	1703CO105	\$64.00
3/24/2017	Ronda McConnell	1703CO106	\$40.00
3/27/2017	JJL Process	1703CO107	\$64.00
3/27/2017	JJL Process	1703CO108	\$55.20
3/27/2017	Protected Information	1703CO109	\$40.00
		1703CO117	
3/30/2017	Protected Information	1703CO118	\$160.00
3/30/2017	Protected information	1703CO119	3100.00
		1703CO120	
3/30/2017	Charles Smith	1703CO122	\$40.00
3/30/2017	Robert Shirkey	1703CO123	\$56.00
3/31/2017	Protected Information	1703CO124	\$40.00
3/31/2017	Protected Information	1703CO126	\$40.00
Collected:	· · · · · · · · · · · · · · · · · · ·		\$1,217.40
Writ Fee:			\$10.00
Total:			\$1,207.40

Denuty	Richard Taylor	

Constable:	Ruben Mancha
County:	Gila
Precinct:	Globe





	erved/Attempted:	126									eage Total:		
Date ceived	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served E
3/1/17	Notice to Appear; Petition	JV201700044	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	3/1/17	Served			66	Taylor
3/1/17	Notice to Appear; Petition	JV201700044	Gila County Superior	State of Arizona	Protected Information	Jessica Graham / 9081 S Sixshooter Canyon Globe AZ	Jessica Graham / 2085 E HWY 60 Miami AZ	3/1/17	Served				Taylor
3/1/17	Summons	CR2016593	Gila County Superior	State of Arizona	Angel Gonzales	Angel Gonzales / 2298 N Escudilla Dr Globe AZ	None	3/2/17	Attempted			51	Taylor
3/1/17	Hearing Order on OP	J0403CV20170000 90	Globe Regional Justice	Protected Information	Arlene Lopez	Protected Information	Protected Information	3/2/17	Attempted				Mancha
3/1/17	Hearing Order on OP	J0403CV20170000 90 J0403CV20170000	Globe Regional Justice	Protected Information	Arlene Lopez	Protected Information	Protected Information	3/2/17	Attempted				Mancha
3/1/17	Hearing Order on OP	90	Globe Regional Justice	Protected Information	Arlene Lopez	Protected Information Officer Valenzuela / 740 W Sullivan St Miami	Protected Information S. Borunda / 740 W Sullivan St	3/2/17	Served				Mancha
3/2/17	Criminal Subpoena	CR2016643	Globe Regional Justice	State of Arizona	Elias Garcia	AZ	Miami AZ	3/3/17	Served			78	Taylor
3/1/17	Summons	CR2016593	Gila County Superior	State of Arizona	Angel Gonzales	Angel Gonzales / 2298 N Escudilla Dr Globe AZ	None	3/3/17	Attempted				Mancha
3/2/17	Criminal Subpoena	CR2016522	Globe Regional Justice	State of Arizona	Larry Porter	Jim Woodard / Protected Information	None	3/3/17	Attempted				Taylor
3/2/17	Criminal Subpoena	CR2016522	Globe Regional Justice	State of Arizona	Larry Porter	Jim Woodard / Protected Information	Jim Woodard / Protected Information	3/3/17	Served			-	Taylor
3/2/17	Criminal Subpoena	CR2016522	Globe Regional Justice	State of Arizona	Larry Porter	Annette Shayne / Protected Information	Annette Shayne / Protected Information	3/3/17	Served				Taylor
3/2/17	Criminal Subpoena	CR2016643	Globe Regional Justice	State of Arizona	Elias Garcia	Zenia Romero / Protected Information	None	3/3/17	Attempted				Taylor
3/2/17	Criminal Subpoena	CR2016522	Globe Regional Justice	State of Arizona	Larry Porter	Patricia Gonzales / Protected Information	Patricia Gonzales / Protected Information	3/3/17	Served				Taylor
3/2/17	Criminal Subpoena	CR2016643	Globe Regional Justice	State of Arizona	Elias Garcia	Arthur Ochoa / Protected Information	None	3/3/17	Attempted				Taylor
3/2/17	Criminal Subpoena	CR2016643	Globe Regional Justice	State of Arizona	Elias Garcia	Arthur Ochoa / Protected Information	Arthur Ochoa / Protected Information	3/3/17	Served				Mancha
3/2/17	Criminal Subpoena	CR2016643	Globe Regional Justice	State of Arizona	Elias García	Zenia Romero / Protected Information	Zenia Romero / Protected Information	3/3/17	Served				Taylor
3/2/17	Criminal Subpoena	CR2016522	Globe Regional Justice	State of Arizona	Larry Porter	Sgt Kjellstrom / 175 N Pine St Globe AZ	A. Martinez / 175 n Pine St Globe AZ	3/3/17	Served			***************************************	Taylor
3/3/17	Writ of Restitution	J0403CV20170000 88	Globe Regional Justice	Holiday Hills MHP	Kathleeen Rowley	Kathleen Rowley / 2165 N Wheatfields Rd #3 Globe AZ	Kathleen Rowley / 2165 N Wheatfields Rd #3 Globe AZ	3/3/17	Served			D*************************************	Taylor
3/1/17	Summons	CR2016593	Gila County Superior	State of Arizona	Angel Gonzales	Angel Gonzales / 924 N Broad St Globe AZ	Angel Gonzales / 924 N Broad St Globe AZ	3/3/17	Served				Mancha
3/7/17	Criminal Subpoena	CR201719	Globe Regional Justice	State of Arizona	David Tabor	Desiree Lynch / Protected Information	None	3/7/17	Attempted			56	Taylor
3/7/17	Summons Eviction Action	J0403CV20170001 11	Globe Regional Justice	Four Star MHP	Tina & Eckard Dean	Tina & Eckard Dean / 8037 S Pinal View Dr #36 Globe AZ	Eckard Dean / 8037 S Pinal View Dr #36 Globe AZ	3/7/17	Served				Taylor
3/7/17	Criminal Subpoena	CR201719	Globe Regional justice	State of Arizona	David Tabor	Deputy White / 1100 South St Globe AZ	Bennie Milam / Protected Information	3/8/17	Served			43	Taylor
3/7/17	Criminal Subpoena	CR201760	Globe Regional Justice	State of Arizona	Timothy Fish	Officer Teran / 175 N Pine St Globe AZ	M. Ramos / 175 N Pine St Globe AZ	3/8/17	Served				Taylor
3/7/17	Criminal Subpoena	CR2016319	Globe Regional Justice	State of Arizona	Bonnie Laborine	Officer McGuire / 175 N Pine St Globe AZ	M. Ramos / 175 N Pine St Globe AZ	3/8/17	Served				Taylor
3/7/17	Criminal Subpoena	CR2016707	Globe Regional Justice	State of Arizona	Eckard Dean	Sgt Haines / 175 N Pine St Globe AZ	M. Ramos / 175 N Pine St Globe AZ	3/8/17	Served				Taylor
3/7/17	Criminal Subpoena	CR2017004	Globe Regional Justice	State of Arizona	Randall Philpot	Sgt Haines / 175 N Pine St Globe AZ	M. Ramos / 175 N Pine St Globe	3/8/17	Served				Taylor
3/7/17	Criminal Subpoena	CR2016701	Globe Regional Justice	State of Arizona	Charles Ortiz	Sgt Haines / 175 N Pine St Globe AZ	M. Ramos / 175 N Pine St Globe	3/8/17	Served				Taylor
3/7/17	Criminal Subpoena	CR201760	Globe Regional Justice	State of Arizona	Timothy Fish	Sgt Guerrero / 175 N Pine St Globe AZ	M. Ramos / 175 N Pine St Globe AZ	3/8/17	Served				Taylor
3/7/17	Criminal Subpoena	CR2016707	Globe Regional Justice	State of Arizona	Eckard Dean	Officer Eagleton / 175 N Pine St Globe AZ	M. Ramos / 175 N Pine St Globe AZ	3/8/17	Served				Taylor
3/7/17	Criminal Subpoena	CR2016701	Globe Regional Justice	State of Arizona	Charles Ortiz	Officer Eagleton / 175 N Pine St Globe AZ	M. Ramos / 175 N Pine St Globe AZ	3/8/17	Served				Taylor
3/7/17	Criminal Subpoena	CR2016713	Globe Regional Justice	State of Arizona	William Dabbs	Officer Clemens / 175 N Pine St Globe AZ	M. Ramos / 175 N Pine St Globe AZ	3/8/17	Served				Taylor

Denuty:	Richard	Taylor		

Constable: Ruben Mancha

County: Gila

Precinct: Globe





Mileage Total: Total Cases Served/Attempted: 126 Mileage Mileage Date Type of Document Case No Court Plaintiff Defendant Address Person Served / Served Via Service Notes & Served By Start End J0403CV20170000 John Simmons Ir Protected Information 3/8/17 Attempted Mancha Globe Regional Justice | Protected Information 3/7/17 Hearing Order on OP None 3/8/17 Attempted 3/7/17 Criminal Subpoena CR201760 Globe Regional Justice State of Arizona Timothy Fish Okalena David / Protected Information Taylor Elana Ashley / Protected 3/1/17 Criminal Subpoena CR2016701 Charles Ortiz Elana Ashley / Protected Information Information 3/8/17 Served Taylor Globe Regional Justice | State of Arizona Elana Ashley / Protected Elana Ashley / Protected Information 3/8/17 Served 3/7/17 Criminal Subpoena CR2016707 Globe Regional Justice State of Arizona Eckard Dean Information Taylor Carolyn Carrillo / 2426 N Pinaleno Pass Carolyn Carrillo / 2426 N JV2017049 Gila County Superior State of Arizona Protected Information Globe AZ Pinaleno Pass Globe AZ 3/8/17 Served Mancha 3/8/17 Notice to Appear; Petition Protected Information 3/8/17 Notice to Appear; Petition JV2017049 Gila County Superior State of Arizona Protected Information Protected Information 3/8/17 Served Mancha Jo Ann Milam / Protected Globe Regional Justice State of Arizona 3/8/17 Served 3/7/17 Criminal Subpoena CR2017723 Troy Milam Jo Ann Milam / Protected Information Information Taylor Bennie Milam / Protected 3/7/17 Criminal Subpoena CR2017723 Globe Regional Justice State of Arizona Troy Milam Bennie Milam / Protected Information Information 3/8/17 Served Taylor Allan Mapes / Protected Allan Mapes / Protected Information Information 3/8/17 Served 3/7/17 Criminal Subpoena CR2017004 Globe Regional Justice State of Arizona Randall Philpot Taylor J0403CV20170000 3/8/17 Served Globe Regional Justice | Protected Information Protected Information Protected Information Mancha 3/7/17 Hearing Order on OP John Simmons Jr Detective Rodriguez / 740 W Sullivan St Detective Rodriguez / 740 W 3/7/17 Criminal Subpoena CR2015723 Globe Regional Justice | State of Arizona Troy Milam Miami AZ Sullivan St Miami AZ 3/8/17 Served Taylor Okalena David / Protected Okalena David / Protected Information 3/9/17 Served Globe Regional Justice | State of Arizona Timothy Fish Information 85 Taylor 3/7/17 Criminal Subpoena CR201760 J0403CR201700009 3/9/17 Summons Globe Regional Justice | State of Arizona Brian Toumberlin Brian Toumberlin / 886 W Rose Rd Miami AZ None 3/9/17 Attempted Mancha J0403CR201700009 Brian Toumberlin Brian Toumberlin / 886 W Rose Rd Miami AZ None 3/10/17 Attempted 100 Mancha 3/9/17 Summons Globe Regional Justice | State of Arizona Gilbert Casillas Jr / 332 Miami Ave Miami, AZ None 3/10/17 Attempted Gilbert Casillas Ir Mancha 3/10/17 Petition to Modify DO2000523 Gila County Superior Michelle Minefee Gilbert Casillas Jr / 332 Miami Gilbert Casillas Jr / 332 Miami Ave Miami, AZ Ave Miami, AZ 3/10/17 Served 3/10/17 Petition to Modify DO2000523 Gila County Superior Michelle Minefee Gilbert Casillas Jr William & Elizabeth Ovak / 6070 Mackey Hill Posted & Certified Mailed / J0403CV2017116 Globe Regional Justice | Sandra Drouin William & Flizabeth Ovak Miami AZ 6070 mackey Hill Miami AZ 3/10/17 Served Taylor 3/10/17 Summons Eviction Action Randal & Dorris Prosser / 4579 S Turquoise Posted & Certified Mailed / I0403CV20170001 3/10/17 Summons Eviction Action Globe Regional Justice Hannah Greenwall Randal & Dorris Prosser Dr Globe AZ 4579 S Turquoise Dr Globe 3/10/17 Served Taylor J0403CR20170000 Brain Toumberlin / 669 E Ash St Globe AZ 3/10/17 Attempted 3/9/17 Summons Globe Regional Justice | State of Arizona Brian Toumberlin J0403CR201700009 Brain Toumberlin / 669 E Ash St Globe AZ 3/10/17 Attempted 3/9/17 Summons Brian Toumberlin Mancha Globe Regional Justice State of Arizona Brain Toumberlin / 8180 Delores Ln Globe J0403CR201700009 Globe Regional Justice State of Arizona Brian Toumberlin 3/10/17 Attempted Mancha 3/9/17 Summons J0403CR201700009 Brain Toumberlin / 8180 Delores Ln Globe Brain Toumberlin / 8180 3/13/17 Served Globe Regional Justice State of Arizona Brian Toumberlin Delores Ln Globe AZ 3/9/17 Summons Officer Woodliff / 740 W Sullivan St Miami J. Valenzuela / 740 W Sullivan 3/14/17 Served 79 Mancha CR2016723 St Miami AZ 3/14/17 Criminal Subpoena Globe Regional Justice | State of Arizona lamy Strobach 3/13/17 Criminal Subpoena CR2016723 Globe Regional Justice | State of Arizona Jamy Strobach Savanna Stuve / Protected Information None 3/14/17 Attempted Taylor Globe Regional Justice State of Arizona 3/14/17 Attempted Taylor 3/13/17 Criminal Subpoena CR2016723 Jamy Strobach Rvan Minton / Protected Information None 3/14/17 Attempted Mancha 3/13/17 Criminal Subpoena CR2016723 Globe Regional Justice | State of Arizona amy Strobach Rvan Minton / Protected Information None J. Valenzuela / 740 W Sullivan Officer Avalos / 740 W Sullivan St Miami AZ St Miami AZ 3/14/17 Served 3/13/17 Criminal Subpoena CR2016723 Globe Regional Justice | State of Arizona Jamy Strobach Mancha Santa Fe County First Turquiose Trail LLC / 337Mesquite St Bruce Bumkens / 337Mesquite 3/14/17 Summons & Compalint D101CV201601736 Judicial District Micahel Reichard Turquiose Trail LLC Roosevelt AZ St Roosevelt AZ 3/14/17 Served Taylor Conrad Salcido / 1250 E Cedar Conrad Salcido / 1250 E Cedar St Globe AZ St Globe AZ 3/15/17 Served 78 Mancha 3/14/17 Summons CR2017061 Gila County Superior State of Arizona Conrad Salcido Posted & Certified Mailed / Jordan Deiters / Oscar Melgar / 5934 S J0403CV20170001 Jordan Deiters / Oscar Melgar 3/14/17 Summons Eviction Action Globe Regional Justice | Pedro Garcia Morroa Ave Miami AZ 5934 S Morrow Ave Miami 3/15/17 Served Mancha Jamy Strobach Savanna Stuve / Protected Information 3/15/17 Attempted Mancha CR2016723 3/13/17 Criminal Subpoena Globe Regional Justice | State of Arizona

Deputy: Richard Taylor

Constable:	Ruben Mancha	
County:	Gila	
Precinct:	Globe	





tal Cases S	Served/Attempted:	126									age Total:		
Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage	Mileage End	Daily Mileage	Notes & Served By
cccived			The state of the s				Ryan Minton / Protected			2012000	THE REAL PROPERTY.		
3/13/17	Criminal Subpoena	CR2016723	Globe Regional Justice	State of Arizona	Jamy Strobach	Ryan Minton / Protected Information Information		3/15/17	Served				Mancha
								2/15/15	Attempted				Mancha
3/13/1/	Criminal Subpoena	CR2016723	Globe Regional Justice	State of Arizona	Jamy Strobach	Protected Information	None Savanna Stuve / Protected	3/13/17	Attempted		AND DESCRIPTION		IVIdIICIId
3/13/17	Criminal Subpoena	CR2016723	Globe Regional Justice	State of Arizona	Jamy Strobach	Savanna Stuve / Protected Information	Information	3/15/17	Served				Mancha
							JoDawn Hicks / 468 S 9th Ave						
3/15/17	Notice to Appear; Petition	JV201700051	Gila County Superior	State of Arizona	Protected Information	JoDawn Hicks / 468 S 9th St Globe AZ	Globe AZ	3/15/17	Served			1	Mancha
3/15/17	Notice to Appear; Petition	JV201700051	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	3/15/17	Served				Mancha
			The state of the s	8.1	Contract to the contract to th	a sec ve s a sec							
3/7/17	Criminal Subpoena	CR2016701	Globe Regional Justice	State of Arizona	Charles Ortiz	Alex Tafoya / Protected Information	None	3/15/17	Attempted		Control of the	-	Mancha
3/7/17	Criminal Subpoena	CR2016707	Globe Regional Justice	State of Arizona	Eckard Dean	Alex Tafoya / Protected Information	None	3/15/17	Attempted				Mancha
3/7/17	Criminal Subpoena	CR2016701	Globe Regional Justice	State of Arizona	Charles Ortiz	Alex Tafoya / Protected Information	None Alex Tafoya / Protected	3/16/17	Attempted	2 Albert 1993		44	Mancha
3/7/17	Criminal Subpoena	CR2016701	Globe Regional Justice	State of Arizona	Charles Ortiz	Alex Tafoya / Protected Information	Information	3/16/17	Served				Mancha
-1-1													
3/7/17	Criminal Subpoena	CR2016707	Globe Regional Justice	State of Arizona	Eckard Dean	Alex Tafoya / Protected Information	None	3/16/17	Served				Mancha
3/7/17	Criminal Subpoena	CR2016707	Globe Regional Justice	State of Arizona	Eckard Dean	Alex Tafoya / Protected Information	Alex Tafoya / Protected Information	3/16/17	Served				Mancha
3/1/11	Criminal Subpoena	M0444TR20170121	CIODE REGIONAL SASTREE	State of Parkons	Lendra Dedii	Mitchell Vezzetti / GCSO Jail 1100 South St	Mitchell Vezzetti / GCSO Jail			20000	execution.		
3/17/17	Summons	64	Payson Magistrate	State of Arizona	Mitchell Vezzetti	Globe AZ	1100 South St Globe AZ		Served			33	Mancha
2/17/17	Criminal Subpoena	CR2016723	Globe Regional Justice	State of Arizona	Jame Strobach	Benjamin Sotello / Protected Information	n None		Attempted				Mancha
3/11/11	Спппа зоброена	CK2010723	GIODE REGIONAL JUSTICE	State of Arizona	Jame Strobbert	Sylvia or David Ramos / 750 W Smith St	Sylvia Ramos / 750 W Smith St	5/21/21	, manupico				
3/17/17	Notice to Appear; Petition	JV201700050	Gila County Superior	State of Arizona	Protected Information	Miami AZ	Miami AZ	3/17/17	Served				Mancha
2/17/17	Notice to Appear; Petition	BV201700050	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	3/17/17	Served				Mancha
3/1//1/	Notice to Appear; Petition	J0403CV20170001	dila County Superior	State of Arizona	Protected information	Protected information	Protected information	3/11/11	Jerveu				Widtheria
3/20/17	Hearing Order on IAH	24	Globe Regional Justice	Protected Information	William Jones	Protected Information	Protected Information	3/20/17	Served			70	Taylor
2/20/47		T020152250	Claba Basissal Isratica	Cana of Asiana	Jason Dindial	Trooper Danaj / DPS HWY 60/70 Globe AZ	M. Sneezy / DPS HWY 60/70 Globe AZ	3/20/17	Sanuad				Taylor
3/20/17	Motion & Order	TR20162250	Globe Regional Justice	State of Arizona	Jason Dindial	Trooper Danaj / DPS HWT 60/70 Globe AZ	GIODE AZ	3/20/17	Served				Taylor
3/13/17	Criminal Subpoena	CR2016723	Globe Regional Justice	State of Arizona	Jamy Strobach	Rayette Strobach / Protected Information	None	3/21/17	Attempted			57	Taylor
						D		2/21/17	Attempted				Mancha
3/13/17	Criminal Subpoena	CR2016723	Globe Regional Justice	State of Arizona	Jamy Strobach	Rayette Strobach / Protected Information Gila County Sheriff Office / 1100 South St	None Adam Shepherd / 1100 South	3/21/17	Attempted				Mancha
3/21/17	Notice of Claim	None	None	Leslie Babcock	Gila County Sheriff Office	Globe AZ	St Globe AZ	3/21/17	Served				Mancha
	60 to 200000		1989			Gila County Board of Supervisors / 1400 E	Marian Sheppard / 1400 E Ash						
3/21/17	Notice of Claim	None	None	Leslie Babcock	Gila County Board of Supervisors	Ash St Globe Az	St Globe AZ B. Preston / 1100 South St	3/21/17	Served				Mancha
3/21/17	Criminal Subpoena	CR2016702	Globe Regional Justice	State of Arizona	Lesly Nielsen	Sgt Valenzuela / 1100 South St Globe AZ	Globe AZ	3/22/17	Served			81	Taylor
							M. Ramos / 175 N Pine St Globe						
3/21/17	Criminal Subpoena	CR2016625	Globe Regional Justice	State of Arizona	Arthur Ochoa	Officer Teran / 175 N Pine St Globe AZ	J. Valenzuela / 740 W Sullivan	3/22/17	Served				Taylor
3/21/17	Criminal Subpoena	CR2016625	Globe Regional Justice	State of Arizona	Arthur Ochoa	Officer Shaw / 740 W Sullivan St Miami AZ	St Miami AZ	3/22/17	Served				Taylor
							M. Ramos / 175 N Pine St Globe						
3/21/17	Criminal Subpoena	CR2016737	Globe Regional Justice	State of Arizona	Christopher Castaneda	Officer Kolton / 175 N Pine St Globe AZ Monica Guerrero / 9037 S Pinal View Dr #18			Served				Taylor
3/22/17	Summons	CR2017080	Gila County Superior	State of Arizona	Monica Guerrero	Globe AZ			Attempted				Mancha
20 50					Low come		B. Preston / 1100 South St						
3/21/17	Criminal Subpoena	CR2016702	Globe Regional Justice	State of Arizona	Lesly Nielsen	Deputy Folau / 1100 South St Globe AZ			Served				Taylor
3/22/17	Summons	CR2017082	Globe Regional Justice	State of Arizona	Anastacie Franco	Anastacie Franco / 792 W Merritt St Miami AZ	None	3/22/17	Attempted				Mancha
, , _ ,			g	1.72.20.00000000000000000000000000000000									
3/21/17	Criminal Subpoena	CR2016702	Globe Regional Justice	State of Arizona	Lesly Nielsen	Joseph De Lara / Protected Information	None	3/22/17	Attempted				Taylor
3/21/17	Criminal Subpoena	CR2016702	Globe Regional Justice	State of Arizona	Lesly Nielsen	Jennifer Gabler / Protected Information	Jennifer Gabler / Protected Information	3/22/17	Served				Taylor
2/21/1/	animar Juopuena		C.SDC INCBIONAL PUBLICE	The state of the s		and the second of the second o				No the least	TENTO		
3/21/17	Criminal Subpoena	CR2016737	Globe Regional Justice	State of Arizona	Christopher Castaneda	Coty Fuller / Protected Information	None	3/22/17	Attempted				Taylor

Constable:	Ruben Mancha
County:	Gila
Precinct:	Globe





	Served/Attempted:	126		,		T	,			_	age Total:	1382	
Date Type of Document		ype of Document Case No.		Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage	Mileage End	Daily Mileage	Notes & Served By
cecivea	dimensión de la constitución de						Elias Garcia / Protected			20000000	Name (agric		
3/21/17	Criminal Subpoena	CR2016625	Globe Regional Justice	State of Arizona	Arthur Ochoa	Elias Garcia / Protected Information information		3/22/17	Served				Taylor
						Rayette Strobach / Protect					le chiese i		
3/13/17	Criminal Subpoena	CR2016723	Globe Regional Justice	State of Arizona	Jamy Strobach	Rayette Strobach / Protected Information	Information	3/22/17	Served				Taylor
						Anastacie Franco / 792 W Merritt St Miami							
3/22/17	Summons	CR2017082	Globe Regional Justice	State of Arizona	Anastacie Franco	AZ	None	3/22/17	Attempted	A COUNTY			Mancha
				22.10		The same of the sa							
3/17/17	Criminal Subpoena	CR2016723	Globe Regional Justice	State of Arizona	Jame Strobach	Benjamin Sotello / Protected Information	None	3/23/17	Attempted	2000		65	Mancha
	Criminal Subpoena	CR2016737	Globe Regional Justice	State of Arizona	Christopher Castaneda	Coty Fuller / Protected Information	None	3/23/17	Attempted				Taylor
	Writ of Garnishment	J0403CV20150003					Twila Machean / 2031 N HWY	2/22/47					w. I.e.
3/23/17	Earnings	60	Globe Regional Justice	LVNV Funding LLC	Charles & Terri Joe Knight	DJ Comppanies / 2031 N HWY 188 Globe AZ		3/23/17	Served				Taylor
2/24/47		D 0 2 0 1 5 0 0 2 0 0	611-6		St I - 11-S II	Charles McConnell / GCSO Jail 1100 South St		2/24/17	Carried				Mancha
3/24/17	Motion	DO201600399	Gila County Superior	Ronda MCConnell	Charles McConnell	Globe AZ	1100 South St Globe AZ	3/24/17	Served	10 10 10 10 10 10 10 10 10 10 10 10 10 1		53	Mancha
2/47/47	C-11C-1	CR2016723	Globe Regional Justice	[I 51	Benjamin Sotello / Protected Information	Benjamin Sotello / Protected	3/24/17	Canuad				Taylor
3/1//1/	Criminal Subpoena	CR2016723	Globe Regional Justice	State of Arizona	Jame Strobach	Benjamin Sotello / Protected information	Information	3/24/1/	Served	10000			Taylor
3/21/17	Criminal Subpoena	CR2016737	Globe Regional Justice	State of Arizona	Christopher Castaneda	Coty Fuller / Protected Information	None	3/24/17	Attempted				Taylor
2/21/1/	стинна эцироена	CN2010/3/	GIODE REGIONAL JUSTICE	State of Africona	Cinistophici Castalleda	cosy rulier / Protected Information	none	3/24/1/	recempted				,101
3/21/17	Criminal Subpoena	CR2016702	Globe Regional Justice	State of Arizona	Lesly Nielsen	Joseph De Lara / Protected Information	None	3/24/17	Attempted				Taylor
3/24/1/	Criminal Subpoella	J0403CV20170000	GIODE REGIONAL JUSTICE	STORE OF PARTICULAR	Leasy Hierach	Doyle Carter / 198 N Randall Ave	Doyla Carter / 5555 S Hospital	3/24/1/			and the same of		,
3/24/17	Summons & Complaint	60	Globe Regional Justice	Midland Funding LLC	Doyle Carter	Winkelman, AZ	Dr Globe AZ	3/24/17	Served				Mancha
3/24/11	Julimons & Complaint	J0403CV20170000	Globe Regional Justice	midana randing tee	boyle curter	Annamarie Garcia / 363 N Davis Canyon	Annamarie Garcia / 363 N Davis	3/21/21	50,700				
3/27/17	Summoms & Complaint	95	Globe Regional Justice	LVNV Funding LLC	Annamarie Garcia	Loop Miami AZ	Canyon Loop Miami	3/28/17	Served			67	Taylor
5/2//2/	Juniments & complaint	J0403CV20170000	olobe neglonariositee	eritt tunung eeu	Tamanana sarah		Wildin AZ Carryon Coop Wildin						
3/27/17	Summons & Complaint	97	Globe Regional Justice	LVNV Funding LLC	Jennifer Alonzo	Jennifer Alonzo / 5354 E Yuma Trl Globe AZ	/ 5354 E Yuma Trl Globe AZ None		Attempted				Taylor
5/21/21						Linda Rogers / GCSO Jail 1100 E South St				- Harrison			
3/28/17	Order to Appear	JD201700009	Gila County Superior	State of Arizona	DCPI Case Protected information	Globe AZ	South St Globe AZ	3/28/17	Served				Taylor
,,							/ 1400 E South St Globe Kelli Botiller / 1400 E South St			10121111			
3/28/17	Order to Appear	JD201700009	Gila County Superior	State of Arizona	DCPI Case Protected information	AZ	Globe AZ		Served				Taylor
						Horizon Human Services / 2250 E HWY 60	Deborah Lavin / 2250 E HWY 60			(Carrier			
3/28/17	Order to Appear	JD201700009	Gila County Superior	State of Arizona	DCPI Case Protected information	Suite I Globe AZ	Suite I Globe AZ	3/28/17	Served				Taylor
						Gila County Juvenile Probation / 1350 E	Larry Pontel / 1350 E Monroe						
3/28/17	Order to Appear	JD201700009	Gila County Superior	State of Arizona	DCPI Case Protected information	Monroa St Globe AZ	St Globe AZ	3/28/17	Served				Taylor
							Amanda Olvera /996 N Broad					(
3/28/17	Order to Appear	JD201700009	Gila County Superior	State of Arizona	DCPI Case Protected information	SEABHS / 996 N Broad St Suite 10 Globe AZ	St Suite 10 Globe AZ	3/28/17	Served				Taylor
	Injunction Against	J0403CV20170001			50 - Marie V MANO 1744-0	Gabriel Valtierra / 6206 S Russel Rd #21	Gabriel Valtierra / 6206 S		ACC				
	Harassment	50	Globe Regional Justice	Protected Information	Garbiel Valtierra	Globe AZ	Russel Rd #21 Globe AZ	3/30/17	Served			102	Mancha
	Injunction Against	J0403CV20170001	16518 C S S SC S			Crystal Valtierra / 6206 S Russel Rd #21	Crystal Valtierra / 6206 S Russel				The state of		
3/30/17	Harassment	47		Protected Information	Crystal Valtierra	Globe AZ	Rd #21 Globe AZ	3/30/17	Served				Mancha
	Injunction Against	J0403CV20170001	Globe Regional Justice			Jaime Tabor / 2186 N Escudilla Dr #33 Globe							
3/30/17	Harassment	45	Court	Protected Information	Jaime Tabor	AZ	None	3/30/17	Attempted				Mancha
2/25/15	Injunction Against	J0403CV20170001	Globe Regional Justice	0-1-1-1-1-6	Internation	Jaime Tabor / 2186 N Escudilla Dr #33 Globe		2/20/47	Convod				Mancha
3/30/17	Harassment	45	Court	Protected Information	Jaime Tabor	AZ	Dr #33 Globe AZ	3/30/17	served				Mancha
2/21/17	Calminal Cuba	CB2016703	Claha Basis I turat	State of Asizona	Lock Nielson	Joseph De Lara / Protested Information	None	2/20/47	Attompted				Taylor
3/21/17	Criminal Subpoena	CR2016702	Globe Regional Justice	otate of Arizona	Lesly Nielsen	Joseph De Lara / Protected Information			Attempted				Taylor
3/30/17	Order of Protection	J0403CV20170001	Globa Ragional Instin	Protected Information	Victor Bomar	Victor Bomar / 554 Ironwood Roosevelt AZ	Victor Bomar / 554 Ironwood		Served				Mancha
3/30/17		1040361/30170001	Giobe Regional Justice	Protected information	VICTOR BOINS				Scived	2000			ivialitie
3/30/17	Injunction Against Harrasment	J0403CV20170001	Globe Regional Justice	Protected Information	Ryan Courtney	Globe AZ	ney / 5469 E Pinal Canyon Rd None 3/3		Attempted				Mancha
3/30/17	Herrestitett	J0403CV20170001	Glove Regional Justice	Trocecca information	injun courtney	Globe AZ None 3/30/17 Attempted		- incomplete					
3/30/17	Order of Protection	48	Globe Regional Justice	Protected Information	Michael Ruiz	AZ	#21 Globe AZ	3/30/17	Served				Mancha
-,30,11	o. Jan of Frotection	-	- See megional rastice				Jaclyn Gilmore / 904 N Side St	-, 50, 11		3 (3)	1000		
3/30/17	Summons	CR2017081	Gila County Superior	State of Arizona	Jaclyn Gilmore	Jaclyn Gilmore / 904 N Side St Globe AZ Globe AZ Globe AZ 3/30/17 Served		Served				Mancha	
-, 50, 11	Injunction Against	J0403CV2017-	and additify superior			David Cushman / 8864 S Kellner Canyon Rd David Cushman / 8864 S Kellner		-,,					207
3/31/17	Harassment	000152	Globe Regional Justice	Protected Information	David Cushman	Globe AZ Canyon Rd Globe AZ 3/31/17 Attem		Attempted			110	Mancha	
	Injunction Against	J0403CV20170001				Ryan Courtney / 5469 E Pinal Canyon Rd						1	
	Harrasment	49	Globe Regional Justice	Protected Information	Ryan Courtney	Globe AZ	None	3/31/17	Attempted				Mancha
							Laurie Mapps / 1400 E Ash St				LINE OF		
3/31/17	Guardianship Packet	Not listed	Gila County Superior	Sandra & Robert Shirkey	Laurie Mapps & Matthew Shirkey	Laurie Mapps / 141 N High St Globe AZ	Globe AZ	3/31/17	Served				Taylor
		J0403CV20170001				James Smith / 103 Medicine Way Rd Peridot	James Smith / 103 Medicine			SEC. 10.0	THE STATE		
- 1	Summons & Complaint	00	Globe Regional Justice	L	James Smith	AZ	Way Rd Peridot AZ	3/31/17	12	100000000000000000000000000000000000000	150000000000000000000000000000000000000		Taylor

Denuty	Richard Taylor

Constable:	Ruben Mancha
County:	Gila
Precinct:	Globe





Total Cases	Served/Attempted:	126	1			*				Mile	eage Total:	1382	
Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start		Daily Mileage	Notes & Served By
3/31/17	Summons	J0403CR201700012	Globe Regional Justice	State of Arizona	Robert Smith	Robert Smith / 719 3rd Ave Globe AZ	None	3/31/17	Attempted				Taylor
		J0403CV20170001											
3/31/17	Hearing Order on IAH	45	Globe Regional Justice	Protected Information	Jennifer Nock	Protected Information	Protected Information	3/31/17	Served				Taylor
											10		
		-											
													
		-											
					-								

GILA COUNTY TREASURER'S RECEIPT GILA COUNTY, ARIZONA

DATE 7/////

CONTRACT #				
GRANT #				
DEPOSIT TO FUND Multiple	Account	ts ts	FUND #	
REMITTING AGENCY Globe	Regiona	Constable #321		
BILLING PERIOD March 20				
Account Code	Direct Deposit / Check #	Revenue Description	Amount	
T915-2061	Cash	CESTB Writ Fee	10	00
1005, 321, 3405, 80	Cash	Service Fee	341	00
	1095		56	00
	3358		40	00
	1178		160	00
	271		40	00
	3300		40	00
E graduation of the contract o	10113		84	00
	6364		48	00
	7865		55	20
	7356		64	00
		C	ontinued	
Preparer Signature:		Title	32	
Approved Signature:		Title		
SUMMARY OF DEPOSIT				
Currency				
Coins				
Checks				
Total				
TREASURER By		Date		
	601	THE OFFICE	110001	

GILA COUNTY TREASURER'S RECEIPT GILA COUNTY, ARIZONA

DATE 4/7/17 CONTRACT # **GRANT # DEPOSIT TO FUND** FUND # **REMITTING AGENCY** BILLING PERIOD March 2017 (Continued) Direct Deposit / Check # **Account Code Revenue Description** Amount 00 1005.321.3405.80 64 7355 20 6903 00 48 6414 00 6408 64 48 00 4911 #1217 40 Title Constable Clerk Preparer Signature: Approved Signature: Title SUMMARY OF DEPOSIT 200.00 .00 140.00 Currency 10.00 Coins 1.00 Checks Total TREASURER By Date .

ARF-4298

Consent Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 04/18/2017

Reporting Monthly Report for March 2017

Period:

Submitted For: Jesse Bolinger, Justice of the Peace-Globe Region

Submitted By: Mary Navarro, Justice Court Operations Mgr.

Information

Subject

Globe Regional Justice of the Peace's Office Monthly Report for March 2017

Suggested Motion

Acknowledgment of the March 2017 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Monthly report for March 2017

March, 2017	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	GAP SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK	9 10 7 10 7 10 7 10	STATE	\$765 mt = 151	5 -	S The Land Replies in the
Child Passenger Restraint Orug and Gang Enforcement Fines	ZCPRF ZDECJ		STATE	\$ 445.02 \$ 415.15	\$ 22.26 \$ 20.76	\$ 422.76 \$ 394.39
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 326.92	\$ 16.35	\$ 310.5
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 5,025.35	\$ -	\$ 5,025.35
FARE Delinquency Fee \$35.00 Same and Fish - Wildlife	ZFAR2 ZGF		STATE	\$ 2,783.74	\$ -	\$ 2,783.74
Extra DUI Assessment \$500	ZGFDU		STATE STATE	\$ 133.87 \$ 1,054.70	\$ 6.70 \$ 52.74	\$ 127.17 \$ 1,001.96
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ 52.74	\$
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	S -	S
HURF - to DPS Registrar of Contractors	ZHRFD	- Ardan	STATE	s -	\$ -	\$ 1445 4 1446 4 1446 -
Display Suspended Plates (DPS)	ZRCA		STATE STATE	\$ - \$ 11.11	\$ - \$ 0.56	\$ - \$ 10.55
State Photo Enforcement Base Fine	ZSPBF	1.00	STATE	\$ -	\$ -	\$ 10.55 \$
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	s -	\$ -	\$
Public Safety Equipment Fund	ZPSEF		STATE	\$ 2,840.63	\$ 142.04	\$ 2,698.59
Alternative Dispute Resolution Arson Detection Reward Fund 41-2167D	ZADR ZADRF	848-2061 901-2061	T848-2061 T901-2061	\$ 35.62 \$ 35.14	\$ 1.79 \$ 1.76	\$ 33.83 \$ 33.36
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061	1901-2001	\$ 310.58	\$ 1.76 \$ 15.53	\$ 33.38 \$ 295.05
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 16.34	\$ 0.82	\$ 15.52
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 2,045.09	\$ -	\$ 2,045.09
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 9,783.57		\$ 9,294.39
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,700.00		\$ 1,615.00
DNA State Surcharge 3% 12-116.01C DUI Abatement	ZDNAS ZDUIA	872-2061 889-2061	T872-2061 T889-2061	\$ 1,138.38 \$ 250.00		\$ 1,081.46 \$ 237.50
Elected Officials Retirement Fund 15.30%	ZEORF	801-2061	T801-2061	\$ 265.75		\$ 237.50 \$ 252.46
xtra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-483			\$ 252.40
ase Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 754.36	\$ 37.72	\$ 716.64
orensic Investigation Fund	ZFIF			s -	\$ -	\$ -
lase Fines (General Fund) ill the Gap Surcharge 7%	ZFINE ZFTGS	1005.311-3510.10 896-2061	X105-4831 T870-2061	\$ 20,092.21 \$ 1,431.29		\$ 19,087.59 \$ 1,359.72
allure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-486		\$ 71.57 \$ 172.85	\$ 1,359.72 \$ 3,284.00
URF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615			\$ -
udicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 769.70		\$ 769.70
udicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 118.60		\$ 118.60
udicial Collection Enhancement \$13 udicial Collection Enhancement %PC	ZJCS ZJCSF	840-2061	T840-2061	\$ 1,432.89		\$ 1,432.89
ail (Incarceration) Fees	ZJF	840-2061 1005.300-3405.40	T840-2061 X10502442-465	\$ 271.43 \$ 892.28	\$ 13.58 \$ -	\$ 257.85 \$ 892.28
ocal Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 121.60	(2.0)	\$ 115.52
ost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 92.94	\$ -	\$ 92.94
ost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-486	\$ 61.96		\$ 61.96
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ -		5
aw Enforcement Boating Safety Fund /iscellaneous Fees - Local	ZLEAB ZMISC	1005.311-3400.15	X105-4615	\$ - \$ 345.24		\$ - \$ 327.97
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	\$ 2,706.19		\$ 327.97 \$ 2,570.88
011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	\$ 1,864.93	(C =	\$ 1,771.68
011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	\$ 233.05		\$ 221.39
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	\$ 82.29	200 DISSERVE N	\$ 78.17
Officer Safety Equipment - Sheriff (SHF) Officer Safety Equipment - DPS (DPS)	ZOS4 ZOS5	933-2061 934-2061	T933-2061 T934-2061	\$ 59.31 \$ 756.98		\$ 56.34
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	\$ 756.98 \$ -		\$ 719.13 \$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	\$ 4.00	20	\$ 3.80
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	\$		\$
Officer Safety Equipment-Animal Control	ZOS10	937-2061	T942-2061	\$		\$
Officer Safety Equipment - Globe Fire (FD) Officer Safety Equipment - County Attorney	ZOS13 ZOS14	938-2061 953-2061	T938-2061	\$ -		S -
rizona Department of Insurance (ADOI)	ZOS15	939-2061	0953-2061 T939-2061	\$ 4.00 \$ -	\$ 0.20 \$ -	\$ 3.80 \$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	\$ 25.89		\$ 24.59
ealth and Human Services (HHS)	ZOS17	941-2061	T941-2061	\$ -		5 -
illa County Animal Control (R)	ZOS18	942-2061	T942-2061	s -		\$
Ifficer Safety - San Carlos Tribal Police (SCPD) riCity Fire Department (TRIFI)	ZOS19	943-2061	T943-2061	S -		\$
an Carlos Game and Fish (SCGF)	ZOS20 ZOS23	944-2061 945-2061	T944-2061 T945-2061	s - s -		\$ \$
fficer Safety Equip Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	\$ -	7	\$
rizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	\$ -		Š.
fficer Safety Equipment - Attorney General Office	ZOS26	953-2061	一种 经自然的	s -	\$ -	S CONTROL OF THE SECOND
verpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 243.76		\$ 231.57
ver Payment Refund dult Probation Fee	ZOVR ZPBA	4042.335-3405.30	Y25001225 402	\$ -		S
ison Construction Fund	ZPCOF	908-2061	X25001335-483 T908-2061	\$ 101.23 \$ 4,454.27		\$ 96.16 \$ 4,231.55
robation Surcharge 2006 (\$10.00)	ZPRS6	871-2061	T871-2061	\$ 153.48		\$ 4,231.55 \$ 145.81
obation Surcharge 2009 (\$20.00)	ZPRS9	871-2061	T871-2061	\$ 4,840.37	\$ 242.02	\$ 4,598.35
obation Surcharge \$5.00	ZPRSU	871-2061	T871-2061	\$ 68.16	\$ 3.41	\$ 64.75
ublic Defender Fees eimbursement to County Attomey 60%	ZPUBZ ZREIM	1005.345-3300.00	X105-4429	\$ 132.06		\$ 132.06
eimbursement to County Attorney 40%	ZREIM	3544.301.3400.11 4574.333.3400.16	X182-4620 X22601333-486	\$ 2,066.21 \$ 1,377.46		\$ 2,066.21 \$ 1,377.46
ecurity Enhancement Fee	ZSECE			\$ 1,377.40		\$ 1,377.46
tate Highway Fund	ZSHWY			s -		\$
late Highway Work Zone Fund	ZSHWZ		T855-2061	s -	s -	\$
isplay Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 65.77		\$ 62.48
echnical Registration Fund (\$15 Drug Offenses) ictims Assistance Fund	ZTECH ZVAF	0883-2061	T814-2061	\$ 4.37 \$ -	0.00	\$ 4.15
ictim Rights Enforcement Fund	ZVREA	957-2061	T957-2061	\$ 432.04	72	\$ - \$ 410.43
ocal Warrant Fee	ZWAR			\$ 432.04	(A)(E)	\$ 410,43 \$ -
ARE - Sheriff's Office	ZDASO		SHERIFF D.A.R	\$ 79.60	The second secon	\$ 75.62
URF - to City Police	ZHRFC		CITY POLICE	\$ -	5 -	S and the state of
lisplay Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE		\$ 0.39	
isplay Suspended Plates (City Police)	ZSLPC	1	CITY POLICE	\$ 75.97	\$ 3.80	\$ 72.17

TOTALS					1 \$	78,314	1.84	\$ 3,076.0	0 S	75,238.84
	(1) (1) (2) (1) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2			TOTAL ADJ	USTE	BALA	NCE	VERIFICATION	5	75,238.84
			1000		TOT	AL RES	TITU	TION RECEIVE	D \$	1,281.82
					то	TAL RE	CEIP	TS THIS MONT	н \$	79,596.66
	DATE	CHECK NO.		AMOUNT	MON	THLY R	EMIT	TANCE TO:		
· -	4/6/2017	9470	\$	12,775.08				TREASURER	11,61 4 6 10 1	
	4/6/2017	9471	\$	65,384.65	GILA	COUNT	YTR	EASURER		
	4/6/2017	9472	\$	75.62	GILA	COUNT	Y SH	ERIFF D.A.R.E	La company of the com	
	4/10/2017	9474	\$	72.17	CITY	POLICE	SUS	SPENDED PLAT	ES GPD	
	4/10/2017	9475	\$	7.32	CITY	POLICE	SUS	SPENDED PLAT	'ES MPD	
			5	78,314.84	TC	TAL DI	STRIE	BUTIONS THIS	MONTH	PARTIES AND SERVICES

I, Jesse E. Bollinger, 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, 2017.

Justice of the Peace

Mary Marallo Court operais Manage

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: March, 2017

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$ 3,481.93
RECEIVED DURING THE MONTH	\$ 10,158.65
DISBURSED DURING THE MONTH	\$ 9,330.14
BALANCE AT THE END OF THE MONTH	\$ 4,310.44

Financial Clerk/Court Manager

Justice of the Peace

^{*}Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-4258

Consent Agenda Item 4. J.

Regular BOS Meeting

Meeting Date: 04/18/2017

Reporting Monthly financial and statistical reports for February

Period: 2017

Submitted For: Dorothy Little, Justice of the Peace-Payson Region **Submitted By:** Dorothy Little, Justice of the Peace-Payson Region

Information

Subject

Payson's Regional Justice of the Peace statistical and financial reports for February 2017

Suggested Motion

Acknowledgment of the February 2017 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

February 2017 report

FEBRUARY, 2017	AZTEC		ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 57.71	\$ 2.89	\$ 54.8
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 76.81		\$ 76.8
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 47.50	\$ 2.38	\$ 45.1
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800.30		\$ 2.50	\$ 0.13	\$ 2.3
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,100.94		\$ 1,100.9
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 5,173,77	\$ 258.69	\$ 4,915.0
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 3,600.00	\$ 180.00	\$ 3,420.0
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 663.93	\$ 33.20	\$ 630.7
Elected Officials Retirement Fund 15.30% Base Fees (General Fund)	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 431,82	\$ 21.59	\$ 410.2
Base Fines (General Fund)	ZFEE ZFINE	1005000-314-000-3400-15	X105-4615	\$ 1,302,90	\$ 65.15	\$ 1,237.7
Fill the Gap Surcharge 7%	ZFTGS	1005000-314-000-3510-10 0870000-000-000-2061-00	X105-4831	\$ 9,665.79	\$ 483.29	\$ 9,182.5
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	T870-2061 X10501314004861	\$ 770.43 \$ 7.40	\$ 38.52	\$ 731.9
Extra DUI Assessment \$500		0912000-000-000-2061-00	T912-2061		\$ 0.37	\$ 7.0
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615		\$ 61.30	\$ 1,164.7
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 426.33 \$ 192.03	\$ 9.60	\$ 426.3 \$ 182.4
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 791.75	\$ 9.60	
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 439.71	\$ 21.99	\$ 791.7 \$ 417.7
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 464.00	21.99	\$ 464.0
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$	\$ -	\$ 404.0
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 572.83	\$ 28.64	\$ 544_1
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,431.05	\$ 71.55	\$ 1,359.5
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,234.87	\$ 61.74	\$ 1,173.13
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 154.35	\$ 7.72	\$ 146.63
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 1.64	\$ 0.08	\$ 1.56
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 83.18		\$ 79.02
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 526.67		\$ 500.34
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ 1.58		\$ 1.50
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00	Ti u	\$ -	\$ -	\$ -
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	*	\$ -
Officer Safety - Tonto Apache Police (TAR)		0950000-000-000-2061-00		\$ 4.38	*.	\$ 4.16
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -		\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 12.64	•	\$ 12.01
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -		\$ -
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061			\$ 7.36
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 3,076.31		\$ 2,922.49
Probation Surcharge \$5.00		0871000-000-000-2061-00	T871-2061	\$ -	/: I	\$ -
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 783,00		\$ 743.85
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 618.46		\$ 618.46
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 412,30		\$ 412.30
Security Enhancement Fee (Local)	ZSECE			\$		\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ -		\$ -
Victim Rights Enforcement Fund	ZVREA	0957000-2061-00		\$ 299.03		\$ 284.08
Warrant Fee (Local)		1005000-314-000-3510-10	X105-4831	\$ -		\$ -
AZ Native Plant Fund	ZANP		STATE	\$		\$
Child Passenger Restraint	ZCPRF		STATE	\$ 113.96		\$ 108.26
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 473.35		\$ 449.68
OUI Abatement	ZDUIA		STATE	\$		\$
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 80.00	\$ 4.00	\$ 76.00
ARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,995.70		1,995.70
ARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,104.54		1,104.54
Jame and Fish - Wildlife	ZGF		STATE	\$ -	\$ - :	5
URF 1 28-5438, 2533C	ZHRF1		STATE	\$ 194.02	\$ 9.70 :	184.32
IURF 3 28-5433C, 4139	ZHRF3		STATE	\$	\$ - :	\$ 40
IURF - to DPS	ZHRFD		STATE	\$ -	\$ - !	6
rison Construction Fund	ZPCOF		STATE	\$ 2,010.82	\$ 100.54	1,910.28
Registrar of Contractors	ZRCA		STATE	\$	\$ - !	-
tate Highway Fund	ZSHWY		STATE			3
tate Highway Work Zone Fund	ZSHWZ		STATE		\$ - 3	-
isplay Suspended Plates (DPS)	ZSLPD		STATE		\$ 9.02	
Itate Photo Enforcement Base Fine	ZSPBF				\$ - 5	
tate Photo Enforcement Clean Election Surcharge	ZSPCE			\$	\$ - 3	
ad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 50.00	3	
URF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ - 5	
isplay Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 373.20	\$ 18.66	
URF - to City Police	ZHRFC				\$ - 9	
isplay Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ 10.05	\$ 0.50 \$	9.55
TOTAL	S			\$ 42,247.48	\$ 1,760.35 \$	
			THE PROPERTY OF THE PARTY OF TH	STED BALANCE VER	DIETELETICAL	40,487,13

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
3/2/17	5832	\$ 35,833.19	GILA COUNTY TREASURER
	5833	\$ 6,000.20	ARIZONA STATE TREASURER
	5834	\$ 50.00	GILA COUNTY BAD CHECK PROGRAM
	5835	\$ 354.54	SHERIFF SUSPENDED PLATES AND HURF
	5836	\$ 9.55	CITY POLICE SUSPENDED PLATES AND HURF
		\$ 42,247.48	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A LITTLE, Gija County Jury ce of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for FEBRUARY, 2017.

DOROTHY A LITTLE
Gila County Justice of the Peace

Page 1 Processing

Court ID: 404

	County:	PAYSON REGIONAL JUSTICE COURT	Report Month/Year:	February 2017
		CRIMINAL TR	AFFIC	
	D.U.I (a)	Violations	All Other Violations	TOTAL
		(b)	(c)	(d)
Pending 1st of Month	126	2	150	278
Filed	15	3	26	44
Transferred In	0	0	0	0
SUBTOTAL	141	5	176	322
Transferred Out	0	0	0	0
Other Terminations	20	1	26	47
TOTAL TERMINATIONS	20	1	26	47
Statistical Correction	0	0	0	0
Pending End of Month	121	4	150	275

^{*}A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month	
229	0	0	229	0	3	3	0	226	

**READ: These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held:

1 Criminal Traffic/FTA Jury Trials Held:

0

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
354	203	0	557	0	27	219	246	0	311
Civil Trai	ffic Hearin	ngs Held:	4						

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04									
	(Part of Civil Traffic Above)								
Filed	46	Trans In	0	TOTAL	46				

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Court ID:

<u>404</u>

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	County:	PAYSON REC	PAYSON REGIONAL JUSTICE COURT					February 2017			
		MISDEMEANOR									
	Pendir 1st of Monti	f	Trans In	SUB TOTAL	Tran Out	Other Term	TOTAL TERM	Stat. Corr.	Pending End of Month (j)		
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	•		
Misdemeanor (Non-Traffic)	498	53	0	551	0	35	35	0	516		
Failure to Appear (Non-Traffic)	37	0	0	37	0	1	1	0	36		
TOTAL	535	53	0	588	0	36	36	0	552		

TRIALS HELD

Misdemeanor Court/FTA Trials Held:

1

Misdemeanor/FTA Jury Trials Held:

0

FELONY									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j	
25	15	0	40	0	20	20	0	20	
ony Preliminary	Hearings Helo	1:	0 Felony, Mis	sdemeanor, Cri	minal Traffic I	nitial: Appearanc	es:	142	

LOCAL NON-CRIMINAL ORDINANCES								
	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month		
Parking	0	0	0	0	0	0		
Non-Parking	0	0	0	0	0	0		
TOTAL	0	0	0	0	n	0		

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Juvenile Hearings Held:

	Court ID:	<u>404</u>								
	County:	PAYSON F	REGIONA	AL JUSTICI	E COURT	Report Month/Year:	February 201	17		
		,		CIV	IL COMPLAI	NTS				
	Sm	all Claims	I	Forcible Deta Eviction Act		Other Civil	TOTAL	,		
		(a)		(b)	iion	(c)	(d)			
Pending 1st of Month		30		0		152	182			
Filed		4		6		32	42			
Transferred In		0		0		0	0			
SUBTOTAL		34		6		184	224			
Transferred Out	9	0		0		0	0			
Other Terminations		2		6		30	38			
TOTAL TERMINATIO	ONS	2		6		30	38			
Statistical Correction		0		0		0	0			
Pending End of Month		32		0		154	186			
	Small Claims H	earings Held/D	efaults:	3		Civil Court Trials Held:	: 5			
	Small Claims H Before Volunte			0		Civil Jury Trials Held:	0			
			OMESTI	IC VIOLEN	CE/HARASSM	ENT PETITIONS		\neg		
			Filed		Order Issued	Petition Denie	TOTA d TERM			
	Domestic Viole	nce	4		6	0	6			
	Harassment		1		1	1	2			
		HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT								
	Order of Protec	etion:	2			Injunction Against:	: 2			
		SPECIAL PROCEEDINGS/ACTIVITIES								
	Peace Bond Co.	mplaints Filed:					0			
	Peace Bond Co.	mplaints Filed:		0		ugitive Complaints Filed:	0			

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Search Warrants Issued:

14

Page 4 Processing

	Court ID:	404 PAYSON REGIONAL JUST	1 10 1	Report Month/Year: February 2017
	TRAFFIC	ARRANTS OUTSTANDING	WARRANTS OUTSTAND	NG
	ANNITE W	AMANISOTSTANDING		
D.U.I.		109		
Serious Violations		3		
All Other Violations		390		
TRAFFIC TOTAL	y	502		· · · · · · · · · · · · · · · · · · ·
	CRIMINAL	WARRANTS OUTSTANDING		
Felony		32		
Misdemeanor		420		
CRIMINAL TOTAL		452		

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court

Administrative Office of the Courts 1501 W. Washington St., Suite 410 Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit

(602) 542-9376

Signature of the udge/Magiltrate (or designee)

Name of Preparer

Date of Preparation

ARF-4287

Consent Agenda Item 4. K.

Regular BOS Meeting

Meeting Date: 04/18/2017

Reporting March 28, 2017 and April 4, 2017

Period:

Submitted By: Melissa Henderson, Deputy Clerk

Information

Subject

March 28, and April 4, 2017, Board of Supervisors' Meeting Minutes

Suggested Motion

Approval of the March 28, and April 4, 2017, Board of Supervisors' meeting minutes.

Attachments

03-28-17 Minutes

<u>04-04-17 Minutes</u>

BOARD OF SUPERVISORS MEETING MINUTES GILA COUNTY, ARIZONA

Date: March 28, 2017

TOMMIE C. MARTIN MARIAN E. SHEPPARD

Chairman Clerk of the Board

TIM R. HUMPHREY

By: Marian Sheppard

Vice-Chairman Clerk of the Board

WOODY CLINE Gila County Courthouse

Member Globe, Arizona

PRESENT: Tommie C. Martin; Chairman (via ITV); Tim R. Humphrey, Vice-Chairman; Woody Cline, Member; John Nelson, County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk.

Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE

Chairman Martin called the work session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Cheryl Sluyter led the Pledge of Allegiance.

Chairman Martin advised that agenda item number 2C, presentation of the results of a staffing study conducted by the Gila County Sheriff's Office, would be addressed as the last Regular Agenda item.

Item 2 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt Resolution No. 17-03-01 authorizing the renewal of Gila County's membership in the Arizona Local Government Employee Benefit Trust (AZLGEBT) for the period commencing July 1, 2017, and terminating on June 30, 2020; and appointing John Nelson, Trustee, and Jacque Sanders, Alternate Trustee, to serve on the Board of Directors of AZLGEBT from July 1, 2017, until the appointment of a duly-qualified successor.

Jacque Sanders, Assistant County Manager/Librarian, introduced Erin Collins of Erin Collins and Associates. Mr. Collins advised that his company is the administrator for AZLGEBT, which provides medical/RXs, dental, vision, disability, life insurance and wellness program benefits to over 4,000 employees and dependents throughout Arizona. AZLGEBT was formed in 1994 at which time Graham, Greenlee and Santa Cruz counties became members.

La Paz County joined in 1998 and Apache and Gila counties joined in 1999. Mr. Collins explained that one of AZLGEBT's guiding principles is to give control to counties rather than insurance companies. He stated that AZLGEBT uses the data from claims and then targets those areas of which preventive screenings need to be provided. He explained that Gila County previously had many cancer claims, particularly breast cancer, and there were also many cases of diabetes. At one point years ago, Gila County was instructed to "get better or get out" of AZLGEBT because there was such a high number of claims. It was at that time that efforts were made to provide more information, screenings, etc. through the Wellness Program, whereby Gila County's claims dropped dramatically over a 3-year period. He complimented Ms. Sanders' efforts with regard to the success of the Wellness Program.

Mr. Collins advised that Gila County's 3-year membership will expire on June 30, 2017, which is the reason the resolution is being presented for Board action. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously adopted Resolution No. 17-03-01. (A copy of the Resolution is permanently on file in the Board of Supervisors' Office and is attached to these minutes.)

B. Information/Discussion regarding Pinal/Gila Council for Senior Citizens' funding challenges in order to provide continued services for senior citizens in Gila County and Pinal County.

Olivia Guerrero, President/Chief Executive Officer of Pinal/Gila Council for Senior Citizens (PGCSC), explained that PGCSC is the designated Area Agency on Aging for Region V, which encompasses all of Pinal County and Gila County. PGCSC is charged with planning for Older American Act funded aging services at the local level. PGCSC is a not-for-profit organization which has served Gila County and Pinal County for 42 years. She introduced several members of the PGCSC Board of Directors who were present at the meeting. Ms. Guerrero advised that PGCSC receives less than 6% of total funding in the state. Of the approximate \$7M that was allocated to the State, PGCSC received about \$45K. She stated, "The state and federal government is not keeping up with supporting our seniors, and you can quote me on that." She reviewed the services provided by PGCSC and bar charts showing PGCSC's revenue from 2010 to 2015 to illustrate the declining revenue sources. According to the 2010 Census, of the 53,597 residents in Gila County, 16,961 or 32% were over the age of 60. PGCSC conducted a survey in 2017 as part of its 2018-2021 Area Plan. The survey was distributed to 2,758 residents of Gila County and Pinal County, and 1,011 were completed. The ten services identified as being most needed in order of priority are: 1) home-delivered meals (Meals-on-Wheels); 2) transportation for medical appointments, pharmacies, etc.; 3) exercise, health and fitness programs for seniors; 4) assistive devices for walking, hearing, eating, speaking, etc.; 5) in-home respite (short-term care and supervision for clients); 6) access to medical care (doctors and specialists);

7) financial help with dentures, glasses and hearing aids; 8) home care (housekeeping, home health/nursing, personal care, and attendant care); 9) affordable dental care; and 10) managing chronic illnesses (diabetes, depression, hypertension, arthritis, etc.). Pinal County receives 75% of the funding allocation and Gila County receives 25%; however, it is subject to change. Ms. Guerrero explained that PGCSC appreciates the funding provided by the local cities, towns and counties; however, it is not enough to cover for the continued provision of critical services.

Anna Medina, PGCSC Chief Operating Officer, presented the fiscal year (FY) 2016 Gila County Senior Centers Service Report, which outlined the number of congregate meals, home-delivered meals and transportation that was provided in Globe, Hayden, Miami and Payson.

The following individuals also presented information regarding the services provided by their respective senior center: Joanne Conlin, Board Chairperson for the Payson Senior Center; Tamara Guerin, Supervisor for the Globe Active Adult Center; Kristy Regalado, Director of the Miami Senior Center; and Anita Hinojos, Center Coordinator for the Hayden Senior Center.

Supervisor Cline explained that soon after being elected as Gila County District Three Supervisor, he began receiving requests for support from various senior centers and realized there were issues that needed to be addressed, so that is the reason he wanted this topic to be discussed during a work session. He thanked the presenters and offered his support for all of the services provided by the senior centers. Supervisor Cline advised that the County historically has given approximately \$150K of funding annually to the various senior centers of which most of the funding has been taken from the Supervisors' individual constituent funds. He proposed adding \$150K of funding as a line item in the County's annual budget. Vice-Chairman Humphrey inquired of Ms. Guerrero regarding the methodology used by the federal and state government for the reduction in funding. Ms. Guerrero replied that it is her belief that the cuts are made to balance the federal and state budgets; they are not based on the needs of the senior centers. She thanked the Board members for the opportunity to present this information. Vice-Chairman Humphrey requested "as much information as I can get" from Ms. Guerrero because he intends on writing letters to various legislators. Chairman Martin and Supervisor Cline also requested this information to which Ms. Guerrero agreed.

- **C.** Information/Discussion regarding the results of a staffing study conducted by the Gila County Sheriff's Office. See below for a summary of this agenda item following agenda item 2E.
- D. Information/Discussion regarding options for the collection of delinquent fines and fees as prescribed by the Board of Supervisors.

James Menlove, Finance Director, stated that certain County functions, such as animal control and code enforcement allow for the assessment of fines and fees. The assessment of a fine for violation of a County ordinance is intended to both recover the cost of enforcing the ordinance and serve as a deterrent to violations. The Clean and Lien Ordinance (Ordinance No. 08-02) requires Code Enforcement to provide an estimate of costs, fees and penalties, including incidental costs and the costs of additional inspections to be incurred by Gila County if the violation is not removed or abated by a certain date. If the property owner, lessee, or occupant does not take action within 30 calendar days of mailing or personal service of an Order to Abate, the Board may, at the expense of the owner, lessee or occupant, remove or abate the hazard or cause it to be removed or abated. The costs assessed for removal or abatement shall not exceed actual costs and incidental expenses (including collection fees up to 25%). Mr. Menlove explained that the current Code Enforcement collections process includes sending a letter to the property owner, lessee or occupant. If no response is received, Code Enforcement may record a lien against the property. No other collection efforts are pursued. An Animal Control hearing officer conducts hearings and levies fines. The hearing officer is paid \$50 per hearing conducted, regardless of any fines assessed or collected. Animal Control mails a copy of the hearing officer's judgment to the responsible party. If not paid after the first copy of the judgment is sent, a second copy is sent via certified U.S. mail. No other collection efforts are pursued. Mr. Menlove advised that without collection efforts, there is no consequence for unpaid fines and the deterrent to violations is negated. Furthermore, the County absorbs the unpaid costs of services rendered and Code Enforcement.

From 2014 to present, the Gila County Community Development Division/Code Enforcement assessed fines in the amount of \$110,681 and allowed reductions in the amount of \$13,950. Of the \$96,731 of fines that were billed, only \$4,199 or 4% of the fines have been collected leaving an amount of \$92,532 or 96% of uncollected fines.

From 2014-2016, Gila County Animal Control levied fines in the amount of \$5,350, and \$1,850 or 35% have been collected leaving \$3,500 or 65% of outstanding fines. There were 91 hearings conducted during that time period at a cost of \$50 per hearing for a total cost of \$4,550.

Mr. Menlove reviewed the proposed options, as follows: 1) Take no action. Fines and fees will continue to be billed, but minimal effort at collection of past-due amounts; 2) establish an internal collection function; or 3) contract with an external collection agency to handle collection of past-due amounts. He mentioned that many other counties, cities and towns utilize the services of outside collection agencies for recovery of bad debt.

After the presentation, Mr. Menlove and the Board members entered into a discussion. Chairman Martin advised that years ago, the County contracted

for hearing officer services and those individuals were not County employees. It was agreed that the County may have to offer a little more than \$50 per hearing. Mr. Menlove mentioned that he met with the City of Globe Mayor regarding the cleanup of blighted properties. The City wants to attract more people to the area in coordination with County ordinances. Chairman Martin advised that there are more homeowners' associations in northern Gila County, so issues pertaining to blighted properties are handled by those associations. Chairman Martin called on John Nelson, County Manager, for his comments. Mr. Nelson advised that the Justice of the Peace works through a collection agency, so this process could be handed over to the court system; however, utilizing the courts would be more expensive than hiring a hearing officer. Mr. Nelson recommended that the County utilize an independent hearing officer and collection agency, with an option to utilize the court system. Mr. Nelson stated, "This is not to squeeze the last dime out of our citizens; it is more to get a person to obey our ordinances – not to get more revenue, but to get more enforcement of our ordinances." Chairman Martin suggested scheduling a work session to discuss the role and responsibilities of a hearing officer. Vice-Chairman Humphrey thanked County staff for the amount of work that has been done thus far on this topic. Supervisor Cline agreed that the County should contract with an independent hearing officer. He stressed the importance of ensuring that the adopted ordinances are correct so that they can be fully enforced. In ending the discussion, Mr. Menlove complimented Olivia Todd for her efforts on this presentation.

Chairman Martin recessed the meeting at 11:49 a.m. for a quick break and reconvened the meeting at 11:56 a.m.

E. Information/Discussion regarding the Delegation Agreement between the Arizona Department of Health Services and Gila County Health Department and the application of Arizona Revised Statutes Title 36 (Public Health & Safety) to property maintenance.

Michael O'Driscoll, Health and Emergency Management Division Director, advised that Vice-Chairman Humphrey contacted him to explore new and creative ways to address blighted properties. He stated that many of these properties become blighted due to ownership issues. When a property owner dies, family members choose to not go through the probate process because of the costs. Mr. O'Driscoll stated that the Health Department currently applies Arizona Revised Statute (A.R.S.) Title 36 (Public Health and Safety) through its Delegation Agreement with the Arizona Department of Health Services (ADHS) to property maintenance issues. It is used to abate public health nuisances on private property. He proceeded to review all of the uses of Title 36 such as inspections to include food served in restaurants; pools, spas, and bathing places; public school sanitation; hotel and motel sanitation; public health nuisances; infestation or harborage; and storage of garbage. He added that if there is a public health nuisance under Title 36, the Health Department staff

asks the property owner to clean up the property. If that is not done, a notice of violation is issued and the case may end up in Superior Court. There is a follow-up conducted and the complaint is closed. Fines can be assessed from \$750 to \$10K. Title 36 outlines 9 or 10 considerations that the hearing officer or county attorney can consider when issuing fines.

Mr. O'Driscoll stated that he was unsure how to handle those properties that have been deeded to the State of Arizona and in care of the Board of Supervisors, and those properties in which the owner has died. He cited some examples of how Title 36 is utilized by other Arizona counties. He added that none of the counties that he cited use hearing officers. Mr. O'Driscoll stated that most of the counties that he cited have adopted ordinances in accordance with the rules and regulations under Title 36. Chairman Martin thanked Mr. O'Driscoll for the information that he provided and she requested that he compile all of the information into one document that she could share with other counties' officials. Vice-Chairman Humphrey also thanked Mr. O'Driscoll for his efforts regarding this issue.

C. Information/Discussion regarding the results of a staffing study conducted by the Gila County Sheriff's Office.

Sheriff Adam Shepherd advised that he wanted to present the results of a recent staffing study conducted by his Office; however, he was not asking for any Board action today. He stated that reduced staff increases the amount of liability upon a county and it causes a higher safety risk to the public and staff. He first addressed high overtime costs for officers and explained that when an officer takes a call, it is many times better to have that officer remain with the call until it is finished rather than bringing in a new officer, who may not understand the total situation. Supervisor Cline inquired as to the amount funded in the Sheriff's budget for overtime to which the Sheriff replied that it is about \$110K annually. Supervisor Cline commented that if the Sheriff's Office was sufficiently staffed, would overtime costs be reduced to zero? Sheriff Shepherd replied that overtime costs would never be zero. He mentioned that other counties' data was not used for this study and the focus of this study was to determine what it would take to provide 24/7 coverage. A significant and ongoing problem is that it takes 1-2 years to replace an employee due to the amount of required training. The Sheriff's Office strategy is to provide incentives to retain employees. Another concern is that it is difficult to provide coverage when an employee takes comp time.

A PowerPoint presentation was provided at this time. The 2010 Census information was reviewed. Gila County's population at that time was 53,597 and 22,723 residents lived in unincorporated Gila County, which is covered by the Sheriff's Office. The remaining population of 30,874 is covered by city, town and reservation police agencies. Sheriff Shepherd advised that there are mutual aid agreements in place with some of the agencies.

Justin Solberg, Detention Commander, presented a detailed overview of the Detention Bureau, which includes the Globe and Payson jails. The issue of understaffing, inadequate design of the jails, staffing requirements resulting from a 1998 Department of Justice lawsuit against Gila County, and Prison Rape Elimination Act standards were addressed. Currently, the Detention Bureau has 60.5 full-time employees and 70 employees would be the optimum number to sufficiently staff the Detention Bureau.

Note for the record – Jefferson Dalton, Deputy Gila County Attorney, Civil Bureau Chief, left the meeting at 12:55 p.m.

Debra Williams, 911 Coordinator, presented information on agencies that are provided dispatch services by Gila County, minimum staffing requirements for dispatchers, specific responsibilities, workload summary, etc. She advised that the Sheriff's Office Communications Center currently provides dispatch services to Gila County, Tri-City Fire Department, Tonto Basin Fire Department, City of Globe Police Department and City of Globe Fire Department. At present, there are 3 dispatch supervisors and 21 dispatchers. APCO (Association of Public-Safety Communications Officials) recommends 3 dispatch supervisors, 25 dispatchers and 8 lead dispatchers. Supervisor Cline entered into a brief conversation with Ms. Williams regarding the requirements to become a dispatcher and the problem of retaining them due to the high amount of stress on the job. Ms. Williams commented that there is a 33% turnover rate and she added that the County's dispatchers are classified as administrative assistants, so it is her belief that they are underpaid in comparison to other agencies' dispatchers.

Timothy Scott, Patrol Commander Lieutenant, presented information on patrol services. Approximately 765 miles of roadway is patrolled by Gila County Sheriff's deputies, which includes about 500 miles of national forest roadways. Patrol is also provided at Roosevelt Lake to include campgrounds and search and rescue efforts. In 2016, 18,663 calls were handled by Sheriff's deputies; 636,108 miles were patrolled; and 825 civil papers were served. The response time for priority 1 and 2 calls (assault, domestic, burglary and fight) was on average 13 minutes. The Sheriff's Office has had its patrol positions cut causing sub-station closures (Tonto Basin and Hayden); squads assigned to various areas; increased use of resident deputies; changes in the rank of Captains and Majors; use of civil deputies in northern Gila County; and a cost of \$4,330.25 in overtime hours. Currently, there are 31 Deputy Sheriff positions and 7 Deputy Sheriff Sergeant positions. The FBI (Federal Bureau of Investigations) reported that the United States county law enforcement staffing levels are 2.7 officers per 1,000 inhabitants. With the assumption of having 2.5 officers per 1,000 inhabitants, the Gila County Sheriff's Office minimum staffing level for patrol positions should be 56 deputies. In conclusion, if there was an increase in patrol deputies, there would be more time for deputies to

investigate calls and handle self-initiated activities; quicker response times; sergeants would be able to supervise; there would be an ability to be proactive rather than reactive; overtime costs would decrease; and there would be better traffic enforcement. Supervisor Cline inquired if a staffing level of 46-48 employees would be sufficient to cover all of the required areas of responsibility for patrol services to which Sheriff Shepherd replied that it would certainly help, but it would take time to know if all areas were adequately being covered. Chairman Martin inquired if utilizing improved technology would be helpful. Sheriff Shepherd replied that the Board of Supervisors has been gracious in approving requests for the implementation of updated technology, which has improved operations in some areas. He added that overtime costs are quantifiable and a great concern is that those costs continue to increase each year.

Travis Baxley, Task Force Commander, addressed the Sheriff's Office Criminal Investigations Bureau (CIB). He advised that there is no systematic method to determine staffing levels for detectives in the United States. Internal best practices are based on the hours spent per case. Staffing on caseloads for detectives vary from jurisdiction to jurisdiction, and the number of detectives will vary depending on how much time officers/deputies are expected to spend on preliminary investigations. Currently, there is one CIB Commander position, 1 CIB Sergeant position, and 5 CIB Detective positions (3 in Payson and 2 in Globe). He reviewed the factors that contribute to solving crimes and the emergence of "cold case" investigations due to increased forensic technology through crime labs of which there are approximately 50 active cold cases. In 2016, the CIB case load was 900. Of that total, there were 531 cases for crimes against persons; 364 cases for crimes against property; and 5 miscellaneous investigations. The average time per investigation for person crimes is 20 hours and the average time per investigation for property crimes and miscellaneous crimes is 10 hours. There were a total of 547.75 of overtime hours for the CIB. Commander Baxley advised that based on the results of the staffing study, the current staffing level is not adequate to maintain effective and thorough investigations. Commander Baxley stated that it would take an increase of 4 additional CIB Detective positions to handle the current case load.

At the conclusion of the presentation, Sheriff Shepherd publicly acknowledged those staff members that contributed to the study and the presentation to the Board of Supervisors. Vice-Chairman Humphrey inquired if there was any way that the County could utilize the community college to attract youth to this profession. Sheriff Shepherd replied that it is problematic to attract potential employees that have a clean criminal record and use of drugs is also a problem. With regard to providing a college course, Sheriff Shepherd stated that getting enough enrollments to be able to offer a class is challenging.

The Board members thanked Sheriff Shepherd and his staff 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 weren't any 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 information presented.

Vice-Chairman Humphrey, Supervisor Cline and Chairman Martin presented a summary of current events. John Nelson, County Manager, did not have anything to report at this time.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 2:11 p.m.

APPROVED.
Tommie C. Martin, Chairman
ATTEST:
Marian Sheppard, Clerk of the Board

ADDDOVED.

BOARD OF SUPERVISORS MEETING MINUTES GILA COUNTY, ARIZONA

Date: April 4, 2017

TOMMIE C. MARTIN MARIAN E. SHEPPARD

Chairman Clerk of the Board

TIM R. HUMPHREY

By: Marian Sheppard

Vice-Chairman Clerk of the Board

WOODY CLINE Gila County Courthouse

Member Globe, Arizona

PRESENT: Tommie C. Martin; Chairman (via ITV); Tim R. Humphrey, Vice-Chairman; Woody Cline, Member; John Nelson, County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk.

Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

Chairman Martin called the regular session to order at 10:02 a.m. this date in the Board of Supervisors' hearing room. Adam Shepherd led the Pledge of Allegiance and Pastor Phillip Lindsay from the Expedition Church in Payson delivered the Invocation.

Item 2 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt Proclamation No. 2017-02 proclaiming April 2017 as National County Government Month in Gila County with this year's theme of "Brilliant Ideas At Work" and to encourage all Gila County officials, employees, schools and residents to participate in county government celebration activities.

Chairman Martin announced the activities that are scheduled to take place in Gila County in recognition of County Government Month and she asked the Board for a motion to adopt the proclamation. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously adopted Proclamation No. 2017-02. (A copy of the Proclamation is on file in the Board of Supervisors' Office.)

B. Information/Discussion/Action to adopt Proclamation No. 2017-03 proclaiming April 4, 2017, as Recognition Day for Volunteer Service in Gila County, and recognize those groups who volunteer their time to provide a direct service to Gila County residents.

Chairman Martin advised that April 4th is Recognition Day for Volunteer Service, so it was an appropriate time to recognize the 200 volunteers who collectively volunteer approximately 30,000 hours of time annually to provide a direct service to Gila County residents, as follows:

- Gila County CASA (Court Appointed Special Advocates), Superior Court
- Northern Gila County CERT (Certified Emergency Response Team), Sheriff's Office
- Southern Gila County CERT, Emergency Management
- RACES (Radio Amateur Civil Emergency Service), Emergency Management
- Globe Search & Rescue, Sheriff's Office
- Tonto Rim Search & Rescue, Sheriff's Office
- Gila County Sheriff's Reserve Posse Payson, Sheriff's Office
- Gila County Sheriff's Reserve Posse Globe, Sheriff's Office
- Gila County Sheriff's Office Dive Team, Sheriff's Office
- VITA (Volunteer Income Tax Assistance) volunteer, Community Services

Vice-Chairman Humphrey and Supervisor Cline thanked the volunteers for their time, effort and service. Chairman Martin announced that she would mute her audio for a few minutes so that certificates of recognition could be presented simultaneously to the volunteer groups in Payson and Globe. At approximately 10:15 a.m., Chairman Martin reconnected the audio in Payson and she asked for a motion to adopt the proclamation. Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously adopted Proclamation No. 2017-03. (A copy of the Proclamation is on file in the Board of Supervisors' Office.)

At this time, Chairman Martin asked for a motion for the Board of Supervisors to convene as the Gila County Library District Board of Directors in order to address the following two agenda items. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously adjourned as the Board of Supervisors and convened as the Gila County Library District Board of Directors.

C. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors) Information/Discussion/Action to approve the renewal of Grantee Agreement No. FY 18 GRA-RC029-16-0761-01-Y3 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, 2017, through June 30, 2018.

Jacque Sanders, Assistant County Manager/Librarian, advised that this Grantee Agreement is for a period of 3 years of which this request is to renew the grant for one additional year, which will complete the 3-year grant cycle.

Next year, an application for grant funds will be submitted for a new 3-year cycle. She proceeded to talk about the annual survey and the efforts to reach out to parents regarding the importance of reading to their child. The Board members entered into a discussion with Ms. Sanders regarding the indicators used to determine the success of the program. Ms. Sanders advised that this program offers monthly books to children from birth to age 5 in the San Carlos region. In fiscal year 2013, 502 children graduated from the program. At present, there are 633 children who have signed up for the program and the Library District's goal is to sign up 750 children. She added that when a child graduates from the program, they will receive a monthly magazine. Ms. Sanders added that there is a high correlation between vocabulary in first grade and high school graduation. Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously approved the renewal of Grantee Agreement No. FY 18 GRA-RC029-16-0761-01-Y3 between the San Carlos Apache Regional Partnership Council, First Things First, and the Gila County Library District.

D. Information/Discussion/Action to approve Grantee Agreement FY 18 Renewal GRA-RC004-17-0838-01-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 \$60,000 for fiscal year July 1, 2017, through June 30, 2018. (Motion to adjourn as the Gila County Library District Board of Directors, and reconvene as the Gila County Board of Supervisors).

Ms. Sanders advised that this grant renewal is basically for the same program as explained in the previous agenda item; however, under this particular grant, the monthly magazine is not offered to those children that graduate from the program. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved Grantee Agreement FY 18 Renewal GRA-RC004-17-0838-01-Y2 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously adjourned as the Gila County Library District Board of Directors and reconvened as the Gila County Board of Supervisors.

E. Information/Discussion/Action to adopt Resolution 17-04-01 revoking the authority of the Canyon River Ranch Domestic Water Improvement District (CRRDWID) Board of Directors; and naming the Gila County of Supervisors as the Board of Directors for the CRRDWID.

Eric Mariscal, Elections Director, advised that the CRRDWID was established on June 19, 2007. In mid-2014, the current owners lost the property, which made them ineligible to serve as members of the CRRDWID Board of Directors

(BOD). He further advised that the proposed resolution would revoke the authority of the CRRDWID BOD and the Board of Supervisors (BOS) would be named as the CRRDWID BOD per Arizona Revised Statutes (A.R.S.) § 48-1016 and § 48-908. Chairman Martin inquired if the BOS were to be named as the CRRDWID BOD, is there anyone that lives in this district? Mr. Mariscal replied that Canyon River Ranch is comprised of 2 parcels of land which are not contiguous; one parcel is known as Symington Flat and the other is known as Doll Baby Ranch. The Doll Baby Ranch reverted to the original owners, and Symington Flat is under ownership of Cottage Capital and it is vacant land. Mr. Mariscal stated that Jeff Dalton, Deputy County Attorney and Civil Bureau Chief, requested to address this issue.

Mr. Dalton cited A.R.S. §48-1012 (C) which states, "If a vacancy in the district board occurs due to death or disability or any other cause other than resignation, the board of directors of the district shall appoint a qualified elector of the district to fill the office for the remaining portion of that term. If there is a vacancy in the district board due to resignation, the district board shall accept the resignation and appoint a qualified elector to fill the remaining portion of that term of office. If the district board lacks a quorum for any reason for more than thirty days, the county board of supervisors may revoke the authority of the appointed or elected board of directors pursuant to section 48-1016." Mr. Dalton does not believe the BOS has the authority to be named as the BOD because there are no residents living in Canyon River Ranch. The Board entered into further discussion with Mr. Dalton regarding the situation and it was agreed by all that the BOS should table this agenda item up to 30 days so that Mr. Mariscal could confer with someone who has expertise with special taxing districts after which he would report those findings at an upcoming BOS meeting.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously tabled taking action on this agenda item up to 30 days at which time it will be scheduled on an upcoming Board meeting agenda.

F. Information/Discussion/Action to approve the use of State of Arizona Procurement Office Contract No. ADSPO13-054359 with Blackstone Security Services, Inc. whereby the contractor will provide armed security manpower for the safety of the public and employees at the Payson Courthouse in the amount of \$83,081 for the period of April 2, 2017, to April 1, 2018.

Steve Sanders, Public Works Division Director, advised that the contract with Blackstone Security Services, Inc, is about to expire. This request is to renew the contract for one additional year. Chairman Martin inquired as to the reason that the County is not using the Sheriff's deputies to perform this work and she asked if there is a "better or cheaper way to do it." Mr. Sanders replied that he previously talked to the Sheriff about performing this service; however, the previous County Manager was not in favor of County employees providing

the security. Supervisor Cline requested that Mr. Sanders explore all options and to report them to the Board at a future meeting to which the other Board members agreed. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously tabled taking action on this agenda item up to 30 days at which time it will be scheduled on an upcoming Board meeting agenda.

G. Information/Discussion/Action to direct the Deputy County Manager and or the Public Works Director to: 1) prepare and to subsequently circulate a Request for Qualifications (RFQ), which pertains to the future County space and infrastructure needs in northern Gila County, to architectural, engineering and space planning firms with expertise in designing needs assessment studies for future space needs of governmental organizations; 2) rank the order of the responses; 3) negotiate with the successful respondent; and 4) return to the Board as soon as is practicable to seek authorization from the Board to prepare an agreement for the delivery of the services that will meet the objectives that the County deems appropriate.

Michael Scannell, Deputy County Manager, advised that on February 14, 2017, the Board met in a work session at which time there was an in-depth discussion on the need for a comprehensive study to determine the future (20 plus years) County infrastructure needs in the Payson area. He proceeded to provide information on the items as listed above. Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously approved all of the tasks outlined in the agenda item as stated above.

H. Information/Discussion/Action to direct the Deputy County Manager to: 1) make contact with certain organizations and to offer seats to those organizations to sit on a Citizen's Advisory Committee that will address and identify County space and infrastructure needs in northern Gila County; and 2) convene the first meeting of the Committee as soon as is practicable.

Mr. Scannell advised that he is in support of the Board establishing a citizen's committee as it is important to obtain input from those familiar with the Payson area and the County's infrastructure needs. Mr. Scannell spoke with John Nelson, County Manager, and Mr. Nelson suggested that the committee be comprised of 9 members with the following representation: 1 – Gila County Planning and Zoning Department; 1 – Industrial Development Authority of Gila County; 1- northern Gila County realtors' group; 2-Payson Regional Chamber of Commerce; 1-Strawberry Planning Committee; 1-Tonto Apache Tribe; 1-Town of Payson; and 1-Town of Star Valley. It is anticipated that the committee would meet for 6-9 months to address all of the goals as outlined in the agenda item, and then a formal presentation of the committee's recommendations would be made to the Board. Upon motion by Vice-

Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved this agenda item as stated above.

- Item 3 CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)
- A. Approval to accept an application from Arizona Water Company to renew its franchise with Gila County for an additional 25 years, and set a public hearing date of Tuesday, May 9, 2017, at 10:00 a.m. at which time the Board will consider granting said franchise.
- B. Approval of Amendment No. 1 to Professional Services Contract No. 032216-1 with Susan Kay Byrum to extend the contract term for an additional one-year period, from April 1, 2017 to March 31, 2018, and to increase the contract amount by an additional \$22,900 for an amended contract amount of \$70,900 to cover the contract term from April 1, 2016, to March 31, 2017.
- C. Acknowledgment of Kurtis Knauss's resignation from the Gila County Planning and Zoning Commission and approval to appoint Bill Marshall to fulfill Mr. Knauss's unexpired term of office from April 4, 2017, through December 31, 2018.
- D. Acknowledgment of the Human Resources reports for the weeks of March 7, 2017, March 14, 2017, March 21, 2017, and March 28, 2017.

MARCH 7, 2017

DEPARTURES:

- 1. Donna Krah Probation Surveillance Officer 02/26/17 General (.50)/Adult Probation Service Fees (.50) Funds DOH 10/26/15
- 2. Cynthia Gonzales Public Works Custodian Lead 03/03/17 Facilities Management Fund DOH 02/16/12
- 3. Manuel Rodriguez Constituent Services 2 Temporary Laborer 02/27/17
 General Fund DOH 11/21/16
- 4. Ryan Holguin Constituent Services 2 Temporary Laborer 02/27/17 General Fund DOH 12/12/16

NEW HIRES:

- 5. Danniel Shephard Sheriff's Office Detention Officer 03/13/17 General Fund Replacing Christy Buchanan
- 6. Ashley Harter Sheriff's Office 911 Dispatcher 03/13/17 General Fund Replacing James Rottnek

END PROBATIONARY PERIOD:

- 7. Therese Berumen Community Development Administrative Assistant 03/12/17 General Fund
- 8. Bruce Tanner Public Works Vehicle and Equipment Maintenance Supervisor – 03/19/17 – Public Works Fund
- 9. Manuel Orcasitas Public Works Building Maintenance Technician Senior 03/19/17 Facilities Management Fund
- 10. Brian Rogers Public Works Building Maintenance Technician Senior 03/19/17 Facilities Management Fund
- 11. Larry Dooly Public Works Building Maintenance Technician Lead 03/19/17 Facilities Management Fund

DEPARTMENTAL TRANSFERS:

- 12. Shealene Loya Recorder's Office From Voter Registration Coordinator To Recorder's Office Supervisor 02/22/17 General Fund Replacing Charlotte Williams
- 13. Robert Deck Probation From Surveillance Officer To Deputy Probation Officer 1 03/06/17 From General (.50)/Adult Probation Service Fees (.50) Funds To General Fund Replacing Marcos Diaz OTHER ACTIONS:
- 14. Marcos Diaz Probation Deputy Probation Officer 1 03/06/17 From General Fund To State Aid Enhancement Fund Change in fund codes
- 15. Lisa Foster Probation Deputy Probation Officer 1 03/06/17 From Juvenile Standards Probation Fund To Diversion Intake (.50)/Juvenile Intensive Probation Supervision (.50) Funds Change in fund codes
- 16. Larry Pontel Probation Deputy Probation Officer 2 03/06/17 From Juvenile Intensive Probation Supervision Fund To Juvenile Standards Probation Fund Change in fund code

REQUEST TO POST:

- 17. Public Works Recycling and Landfill Operations Worker Senior Vacated by Thomas Dando
- 18. Public Works Vehicle and Equipment Mechanic Senior Vacated by Bruce Tanner
- 19. Probation Surveillance Officer Vacated by Donna Krah

MARCH 14, 2017

DEPARTURES:

- 1. Michelle Duarte Clerk of Superior Court Courtroom Clerk Technician 02/24/17 General Fund DOH 03/28/11
- 2. Michael Lorka Probation Juvenile Detention Officer (.48) 03/10/17 General Fund DOH 04/13/15

- 3. Margarita Chapman Community Development Code Enforcement Supervisor 03/24/17 General Fund DOH 02/13/02 NEW HIRES:
- 4. Brian Tackett Public Works Building Maintenance Technician 03/27/17 Facilities Management Fund Replacing Manuel Orcasitas
- 5. Matthew Garcia Community Services Community Services Worker 03/20/17 GEST Fund Replacing Jenny Valenzuela END PROBATIONARY PERIOD:
- 6. Erika Pisano Probation Deputy Probation Officer IV 02/24/17 JPSF Treatment Fund

REQUEST TO POST:

- 7. Public Works Custodian Lead Vacated by Cynthia Gonzales
- 8. Public Works Survey Supervisor Vacated by Kenneth Doss
- 9. Board of Supervisors County Manager Vacated by John Nelson
- 10. Clerk of Superior Court Courtroom Clerk Technician Vacated by Michelle Duarte
- 11. Probation Surveillance Officer Vacated by Robert Deck
- 12. Community Development Code Enforcement Supervisor Vacated by Margarita Chapman
- 13. Probation Juvenile Detention Officer (.48) Vacated by Eric Dawson and Michael Lorka

MARCH 21, 2017

DEPARTURES:

1. Jessica Pringle – Globe Justice Court – Justice Court Clerk – 04/07/17 – General Fund – DOH 04/20/15

END PROBATIONARY PERIOD:

- 2. Griselda Ruiz Globe Justice Court Justice Court Clerk 08/10/16 General Fund
- 3. Christian Leos County Attorney's Office Legal Secretary Senior 04/16/17 Diversion Program Fund
- 4. Daniel Benjamin County Attorney's Office Deputy County Attorney 04/30/17 Drug Prosecution Grant Fund
- 5. Bradley Soos County Attorney's Office Chief Deputy County Attorney 04/03/17 General Fund

DEPARTMENTAL TRANSFERS:

6. Yolanda Spurgeon – From Probation – To Clerk of Superior Court – From Juvenile Detention Officer – To Court Clerk – 03/27/17 – General Fund – Replacing Amber Dean

OTHER ACTIONS:

- 7. Edwiges Guadiana Globe Justice Court From Justice Court Clerk Associate (.60) To Justice Court Clerk 03/20/17 General Fund Reclassification
- 8. Rita Lewis Globe Justice Court From Justice Court Clerk Associate (.60) To Justice Court Clerk 03/20/17 General Fund Reclassification
- 9. Jessica Pringle Globe Justice Court From Justice Court Clerk Associate To Justice Court Clerk 03/20/17 General Fund Reclassification
- 10. Leonard Kerszykowski Sheriff's Office Deputy Sheriff 03/14/17 From General (.925)/Drug Gang Violent Crime Control (.075) Funds To Drug Gang Violent Crime Control Fund Change in fund code
- 11. Oulono Folau Sheriff's Office Deputy Sheriff 03/14/17 From General Fund To Drug Gang Violent Crime Control Fund Temporary change in fund code
- 12. Celena Cates Health and Emergency Services Executive Administrative Assistant 03/20/17 From Health Service (.25)/Public Health Accreditation (.75) Funds To Health Service Fund Change in fund code REQUEST TO POST:
- 13. Globe Justice Court Court Clerk Vacated by Jessica Pringle
- 14. Globe Justice Court Temporary Part-Time Justice Court Clerk

MARCH 28, 2017

New HIRES:

- Stacy Shephard Public Works Administrative Clerk Specialist 04/03/17 – Public Works Fund – Replacing Nicole Weaver TEMPORARY HIRE RO COUNTY SERVICES:
- 2. Margarita Chapman Community Development Temporary Code Enforcement Supervisor 04/05/17 General Fund END PROBATIONARY PERIOD:
- 3. Rebecca Parker Assessor's Office Provisional Appraiser 04/24/17 General Fund
- 4. Reina Gardner Sheriff's Office Detention Officer 03/28/17 General Fund
- 5. Christopher Powell Sheriff's Office Detention Officer 03/21/17 General Fund
- 6. John Gonzales Jr. Sheriff's Office Detention Officer 03/28/17 General Fund

DEPARTMENTAL TRANSFERS:

7. Steven Seaman – Public Works – From Road Maintenance and Equipment Operator – To Road Maintenance and Equipment Operator Senior – 04/03/17 – Public Works Fund – Replacing Porter Wilbanks

- 8. Zackery Andrade Public Works From Road Maintenance and Equipment Operator – To Road Maintenance and Equipment Operator Senior – 04/03/17 – Public Works Fund – Replacing John Griffin
- 9. Stephen Cline Public Works From Road Maintenance and Equipment Operator – To Road Maintenance and Equipment Operator Senior – 04/03/17 – Public Works Fund – Replacing Brian Jennings
- 10. Megan Miller Clerk of Superior Court From Court Clerk To Courtroom Clerk Technician 04/03/17 General Fund Replacing Michelle Duarte
- 11. Danny McKeen Superior Court From CASA Coordinator To Court Case
 Management Systems Trainer 04/03/17 From CASA Fund To Field
 Trainer Fund Replacing Patricia England

OTHER ACTIONS:

- 12. Emily Leverance From Probation To Superior Court CASA Coordinator 07/01/16 CASA Fund Department change
- 13. Danny McKeen From Probation To Superior Court CASA Coordinator 07/01/16 CASA Fund Department change
- 14. Patti Dremler From Probation To Superior Court Administrative Clerk Senior 07/01/16 CASA (.50)/Court improvement Project (.50) Funds Department change

REQUEST TO POST:

- 15. Public Works Custodian (.48) Vacated by Rebecca Taylor
- 16. Clerk of Superior Court Court Clerk Vacated by Megan Miller
- 17. Public Works Vehicle and Equipment Mechanic Vacated by Merle Ray
- 18. Superior Court CASA Coordinator Vacated by Danny McKeen

E. Approval of the March 21, 2017, Board of Supervisors' meeting minutes.

F. Approval of finance reports/demands/transfers for February 27, 2017, to March 28, 2017.

Approve demands and budget amendments for operating transfers. Warrant numbers 282281 through 282528, 282530 through 282765, and 282767 through 282859, totaling \$3,527,568.37 for the period 2-27-17 through 3-28-17.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one

thousand dollars in a single reporting period shall also be published. (A listing of issued warrants and voided warrants are permanently attached to these minutes.)

G. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of February 27, 2017, through March 03, 2017; and March 06, 2017, through March 10, 2017.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously approved Consent Agenda Action items 3A through 3G.

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 weren't any 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 information presented.

Each Supervisor presented a summary of current events. Mr. Nelson advised that he did not have anything to report at this time.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously voted to go into executive session to address agenda items 6A and 6B at 11:27 a.m.

Item 6 – EXECUTIVE SESSION ITEMS: (The Board of Supervisors may vote to go into executive session on one or all of the items listed in this section. No action will be taken by the Board while in executive session.)

Chairman Martin reconvened the meeting at 12:32 p.m. and she asked for a motion on agenda item 6A.

A. Information/Discussion/Action to vote to go into executive session to receive legal advice from its attorney regarding its position in the United

States of America V. ASARCO Consent Decree No. CV-15-2206-PHX-JZB, and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4). If the Board does go into executive session, the County Attorney's Office suggests that after the Regular Meeting has been reconvened, the Board vote to instruct the County Attorney's Office to proceed as directed in executive session.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously instructed the County Attorney's Office to proceed as directed in executive session on item 6A.

B. Information/Discussion/Action to vote to go into executive session pursuant to A.R.S. §38-431.03 (A)(3) and §38-431.03(A)(4) to receive legal advice from the Board of Supervisors' attorney regarding participation of Gila County in the filing of an amicus brief in Humphrey, et al. v. State of Arizona, Court of Appeals No. 1 CA-CV 16-0570; consider its position in the lawsuit; and, after the regular meeting has been reconvened, move to direct the County Attorney's Office to proceed as discussed in the executive session regarding the agenda item.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously instructed the County Attorney's Office to proceed as directed in the executive session on item 6B.

Chairman Martin advised that she would briefly like to readdress agenda item number 5, to which the other Board members agreed. She presented some additional information on current events.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 12:36 p.m.

APPROVED:
Tommie C. Martin, Chairman
ATTEST:
Marian Sheppard, Clerk of the Board

ARF-4277 Consent Agenda Item 4. L.

Regular BOS Meeting

Meeting Date: 04/18/2017

Reporting Report for County Manager Approved Contracts Under **Period:** \$50,000 for Weeks Ending 03-17-17 and 03-31-17.

Submitted For: James Menlove, Finance Director **Submitted By:** Betty Hurst, Contracts Administrator

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 03-17-17 and 03-31-17.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 13, 2017, through March 17, 2017; and March 27, 2017, through March 31, 2017.

Attachments

Report for County Manager Approved Contracts Under \$50K Weeks
Ending 3-17-17 through 3-31-17

Amendment No. 7 to Lease Agreement with Payson Place LLC

Amendment No. 5 to Professional Services Contract No. 080913-1

Amendment No. 3 to Service Agreement No. 012815

Amendment No. 2 to Service Agreement No. 011615

Amendment No. 3 to Professional Services Contract No. 030714

Amendment No. 5 to Service Agreement No. 080913-2

Amendment No. 1 to Service Agreement No. 020317

Lease Agreement No. 031617 with Alhambra MHP

Service Agreement No. 032117 with Mountain Retreat Builders

Service Agreement No. 032117-1 with Rodriguez Constructions, Inc.

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

March 13, 2017 thru March 17, 2017

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	Payson Place	Amendment No. 7 to the Lease Agreement County Attorney's Office Space-Payson	\$ 4,925.76	04-01-17 to 09-30-17	03-15-17	Option to Renew	Amendment No. 7 to the Lease Agreement with Payson Place. Extension to lease agreement for County Attorney's office in Payson, AZ. Term will run through September 30, 2017.
3	Lori Martinez, LPC	Amendment No. 5 to Professional Services Contract No. 080913-1 Extend contract term for one additional year.	\$2,000.00	04-01-17 to 03-31-18	03-15-17	Option to renew	Amendment No. 5 will serve to extend the contract term for from April 01, 2017 to March 31, 2018. Contractor will provide HIV Care and Services for the Payson area.
4	Holyoak's Equipment Repair & Welding	Amendment No. 3 to Service Agreement No. 012815 Extend contract term for one additional year.	\$4,450.00	03-18-17 to 03-17-18	03-15-17	Option to Renew	Amendment No. 3 will serve to extend the term of the contract from March 18, 2017 to March 17, 2018. Contractor will perform equipment repair and welding on heavy equipment, as and when, requested from the Gila County Public Works Department.

March 13, 2017 thru March 17, 2017

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
5	High Country Plumbing, Inc.	Amendment No. 2 to Service Agreement No. 011615 Extend Contract for an additional one year period.	\$1,900.00	03-11-17 to 03-10-18	03-15-17	Option to Renew	Amendment No. 2 will serve to extend the term of the agreement from March 11, 2017 to March 10, 2018. Contractor will provide annual inspections, testing and repairs as needed at 6 County Facilities in Northern Gila County.
6	Laboratory Corporation of America	Amendment No. 3 to Professional Services Contract No. 030714 Extend contract for and additional one year period.	\$7,000.00	04-01-17 to 03-31-18	03-015-17	Option to Renew	Amendment No. 3 to extend contract 030714 from April 01, 2017 to March 31, 2018. Contractor will provide laboratory testing for HIV Care and Services.

March 27, 2017 thru March 31, 2017

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
7	Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C	Amendment No. 5 to Professional Services Contract No. 080913-2 HIV Care Services	\$ 2,500.00 for a new total contract amount of \$8,500.00	04-01-17 to 03-31-18	03-27-17	Option to Renew	Amendment No. 5 has been issued to extend the term of the contract from April 01, 2017 to March 31, 2018; and to increase the contract amount by \$2,500.00 due to the change in clientele in area of service. Contractor will provide HIV Care and Services for the Payson area. Contract expires on 03-31-18.
8	Mountain Retreat Builders	Amendment No. 1 to Service Agreement No. 020317 Increase dollar amount of contract	\$200.00 for a new contract amount of \$11,950.00	02-16-17 to 06-30-17	03-27-17	Expires	Amendment No. 1 will serve to increase the contract amount by \$200.00. The purpose of this contract is, but not limited weather-strip doors, replace glass, air seal windows, repair wood siding, seal fire place, air seal ductwork, insulate floor.
9	Alhambra MHP	Lease Agreement No. 031617 County Attorney's storage units.	\$5,712.00	03-01-17 to 02-28-18	03-27-17	Option to Renew	The Globe County Attorney's office rents storage space at Alhambra Mobile Home Park & Storage in Globe. The lease agreement covers the following storage Units: S107, S109, S110 and S115. The term of the Lease Agreement is for one year from March 01, 2017 to February 28, 2018
10	Mountain Retreat Builders	Service Agreement No. 032117 Weatherization Project HH#3351.	\$9,617.00	03-27-17 to 06-30-17	03-27-17	Expires	The purpose of this contract is, but not limited, replace old furnace/evap. with GAS Pack, seal duct work, blow cellulose in open attic, seal windows.
11	Rodriguez Constructions, Inc.	Service Agreement No. 032117-1 Weatherization Project HH#10950	\$11,850.00	03-27-17 to 06-30-17	03-27-17	Option to Renew	The purpose of this Weatherization contract is, but not limited to, repair tin, replace furnace with split system, add combustion sir, fiberglass insulation in floor, blow fiberglass in room, reduce infiltration.

STATE TO SELLA COURT

AMENDMENT NO. 7 to LEASE AGREEMENT

The following amendments are hereby incorporated into the agreement for the below project

GILA COUNTY AND PAYSON PLACE LLC

Amendment No. 7 to the Lease Agreement made this //c+h day of March, 2017, by and between Payson Place, LLC, an Arizona limited liability company, hereinafter referred to as "Lessor" and Gila County, Arizona, for the benefit of the Gila County Attorney's Office, hereinafter referred to as "Lessee".

RECITALS

WHEREAS, Landlord leased certain Premises to Lessee in Suite 3 on the attached site plan, in Payson Place located at 616 South Beeline Highway, City of Payson, County of Gila, State of Arizona, pursuant to that certain Lease agreement dated September 20, 2011, hereinafter referred to as the "Lease", in which the Premises are more particularly described; and,

WHEREAS, Lessor and Lessee are mutually desirous of amending the terms of the Lease as provided herein below.

NOW, THEREFORE, Lessor and Lessee hereby mutually agree as follows:

- 1. To renew the lease for a term of six (6) months, beginning on April 1, 2017, and expiring September 30, 2017. The monthly rent for this lease shall be at the existing rental rate of Eight Hundred dollars (\$800.00), plus 2.62% (\$20.96) privilege tax. (Privilege tax is comprised of a 0.5% tax charged by the State of Arizona and 2.12% tax charged by the Town of Payson), for the term of April 1, 2017 to September 30, 2017.
- 2. Lessee will pay rent of \$4,800.00 plus privilege tax of \$125.76 for six (6) months' rent. The Lessor, Payson Place, LLC, 4848 E. Cactus Road, Suite 505, Box 109, Scottsdale, AZ 85254; will send an invoice for the six (6) month period of the term of this lease, as applicable, within thirty (30) days of the due date. In the event this lease is terminated, Lessor will return to Lessee all unexpended prepaid rent.

All other terms and conditions of the Lease Agreement, signed and dated September 20, 2011, unless specifically amended hereby, shall remain in full force and effect through the end of the extended lease term.

TENANT:

Gila County Arizona

LANDLORD:

Payson Place, LLC

John Nelson, County Manager

Brent Meszaros, Managing Member



AMENDMENT NO. 5

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES AGREEMENT NO. 080913-1 HIV CARE AND SERVICES

Effective April 01, 2013, Gila County and Lori Martinez, PhD, LPC, LISAC, NCC entered into a contract whereby Lori Martinez, PhD, LPC, LISAC, NCC would provide HIV Care and Services for Gila County Division of Health and Emergency Services.

Amendment No. 1 to Professional Services Agreement 080913-1 was executed on March 12, 2014 to extend the contract term for one (1) additional year from April 01, 2014 to March 31, 2015.

Amendment No. 2 to Professional Services Agreement No. 080913-1 was executed on March 17, 2015 to extend the contract term for one (1) additional one year from April 01, 2015 to March 31, 2016. Total annual compensation shall not exceed \$4,000.00, without written approval from the County.

Amendment No. 3 to Professional Services Agreement No. 080913-1 is being issued to decrease the dollar amount by One Thousand Five Hundred dollars and 00/100's (\$1,500.00) for a new total contract amount not to exceed Two Thousand Five Hundred dollars and 00/100's (\$2,500.00).

Amendment No. 4 to Service Agreement No. 080913-1 was executed on March 23, 2016 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2016 to March 31, 2017. In addition Amendment No. 4 served to decrease the original contract amount of \$4,000.00 by Two Thousand dollars and 00/100's (\$2,000.00).

The contract expires March 31, 2017, Per Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as five (5) additional one (1) year periods.

Amendment No. 5 to Service Agreement No. 080913-1 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2017 to March 31, 2018.

Consequently, the contract is amended to extend the term of the contract for one additional year from April 01, 2017 to march 31, 2018 with a contract amount not to exceed Two Thousand dollars and 00/100's (\$2,000.00) without prior written approval from the county.

All other terms, conditions and provisions of the original Contract shall remain the same and apply during the April 01, 2017 to March 31, 2018 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 <u>/6+++</u> day of <u>OVACCA</u>, 2017.

GILA COUNTY:

CONTRACTOR:

For County Manager, John Nelson

Lori Martinez, PhD, LPC, LISAC, NC

Print Name



AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 012815

The following amendments are hereby incorporated into the agreement for the below project

MISCELLANEOUS EQUIPMENT REPAIR AND WELDING

NORTHERN GILA COUNTY PUBLIC WORKS

Effective March 18, 2015, Gila County and Holyoak's Equipment Repair & Welding entered into a contract whereby Holyoak's Equipment Repair & Welding agreed to provide miscellaneous equipment repair and welding for Northern Gila County Public Works.

Amendment No. 1 to Service Agreement No. 012815 was executed on August 4, 2015 to increase the contract amount by an amount of Six Thousand Five Hundred dollars and no/100's (\$6,500.00) for work to be performed in fiscal year 2015/2016.

Amendment No. 2 to Service Agreement No 012815 was executed on April 13, 2016 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 18, 2016 to March 17, 2017. For a contract amount of not to exceed Four Thousand Four Hundred Fifty dollars and no/100's (\$4,450.00) without prior written approval from the County.

The contract expires March 17, 2017. Per page 6-Article 14 of the contract, the County shall have the right at its sole option to renew the contract for two (2) additional one (1) year periods.

Amendment No. 3 to Service Agreement No 012815 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 18, 2017 to March 17, 2018. For a contract amount of not to exceed Four Thousand Four Hundred Fifty dollars and no/100's (\$4,450.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 18, 2017 to March 17, 2018 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 16 th day of march 2017.

GILA COUNTY

HOLYOAK'S EQUIPMENT REPAIR & WELDING

Par John Nelson, County Manager

Date: 3-16-17

Drint Name

Print Nam



AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 011615

The following amendments are hereby incorporated into the agreement for the below project

BACKFLOW TESTING AND REPAIRS NORTHERN GILA COUNTY

FACILITIES MANAGEMENT

Effective March 11, 2015 Gila County and High Country Plumbing, Inc. entered into a contract whereby High Country Plumbing, Inc. agreed to provide annual backflow inspections, testing and repairs as needed, at various Northern Gila County Facilities.

Amendment No. 1 to Service Agreement No. 011615, was issued on February 23, 2016 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from March 11, 2016 to March 10, 2017, for a contract amount of not to exceed One Thousand Nine Hundred dollars and 00/100's (\$1,900.00) without prior written approval from the County.

Service Agreement No. 011615 will expire on March 10, 2017. Per Article 14-Term, Gila County shall have the sole option, to renew the contract for two (2) additional (1) year periods.

Amendment No. 2 to Service Agreement No. 011615, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from March 11, 2017 to March 10, 2018, for a contract amount of not to exceed One Thousand Nine Hundred dollars and 00/100's (\$1,900.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 11, 2017 to March 10, 2018 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 https://executed.org/linearing/bases/ day of https://executed.org/linearing/bases/<a href="https://executed.org

Jacque Sandus
Fee John Nelson, County Manager

Date: 3-8-17

GILA COUNTY:

HIGH COUNTRY PLUMBING, INC.

Signature

Print Name



AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT NO 030714

The following amendments are hereby incorporated into the contract documents for the below stated project:

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.

Amendment No. 1 to Professional Services Contract No. 030714, was executed on April 01, 2015 to extend the term of the agreement for one (1) one (1) year term, from April 1, 2015 to March 31, 2016. Additionally, Amendment No. 1 served to increase the contract amount by an additional Five Thousand dollars and 00/100's (\$5,000.00) for a new total contract amount of \$10,000.00.

Amendment No. 2 to Professional Services Contract No. 030714 was executed on March 30, 2016 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 1, 2016 to March 31, 2017. Additionally, Amendment No. 2 served to increase the original contract amount of \$5,000.00 by Two Thousand dollars and 00/100's (\$2,000.00) for a new amended contract amount of Seven Thousand dollars and 00/100's (\$7,000.00).

The contract expires March 31, 2017. Per page 5, Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as five (5) additional one (1) year periods.

Amendment No. 3 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 01, 2017 to March 31, 2018.

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, 2017 to March 31, 2018 extension exceed \$7,000.00 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, 2017 to March 31, 2018 term of the contract.

IN WITNESS WHEREOF, two (2) identical cooriginal signatures and for all purposes be deep parties hereinabove named, on this	unterparts of this amendment, each which shall include emed an original thereof, have been duly executed by the day of, 2018.
GILA COUNTY: Jandus For John Nelson, County Manager	LABORATORY CORPORATION OF AMERICA Signature
Date: 3-16-17	Print Name



AMENDMENT NO. 5

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES AGREEMENT NO. 080913-2 HIV CARE AND SERVICES

Effective April 01, 2013, Gila County and Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C entered into a contract whereby Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C would provide HIV Care and Services for Gila County Division of Health and Emergency Services.

Amendment No. 1 to Professional Services Agreement 080913-2 was executed on March 10, 2014 to extend the contract term for one (1) additional year from April 01, 2014 to March 31, 2015.

Amendment No. 2 to Professional Services Agreement No. 080913-2 was executed on May 27, 2015 to extend the contract term for one (1) additional year from April 01, 2015 to March 31, 2016. Total annual compensation shall not exceed \$10,000.00, without written approval from the County.

Amendment No. 3 to Professional Services Agreement No. 080913-2 was executed on July 07, 2015 to decrease the dollar amount by Four Thousand Five Hundred dollars and 00/100's (\$4,500.00) for a new total contract amount not to exceed Five Thousand Five Hundred dollars and 00/100's (\$5,500.00), without written approval from the County.

Amendment No. 4 to Service Agreement No. 080913-2 was executed on June 1, 2016 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2016 to March 31, 2017. In addition Amendment No. 4 served to decrease the original contract amount of \$10,000.00 by Four Thousand dollars and 00/100's (\$4,000.00) for a new amended contract amount of Six Thousand dollars and 00/100's (\$6,000.00).

The contract expires March 31, 2017. Per page 5, Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as five (5) additional one (1) year periods.

In addition, Health and Emergency Services would like to increase the amended contract amount of Six Thousand dollars and 00/100's (\$6,000.00) by Two Thousand Five Hundred dollars and 00/100's (\$2,500.00), due to the change in the number of clientele in the area of service.

Amendment No. 5 to Service Agreement No. 080913-2 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 01, 2017 to March 31, 2018.

Further, Amendment No. 5 to Service Agreement No. 080913-2 will serve to increase the amended contract amount of \$6,000.00 by Two Thousand Five Hundred dollars and 00/100's (\$2,500.00) for a new amended contract amount of Eight Thousand Five Hundred dollars and 00/100's (\$8,500.00).

Consequently, the contract is amended to extend the term of the contract for one additional year, from April 01, 2017 to March 31, 2018, and to increase the contract amount by \$2,500.00 for a new total contract amount of not to exceed Eight Thousand Five Hundred dollars and 00/100's (\$8,500.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract shall remain the same and apply during the April 01, 2017 to March 31, 2018 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 37+10 day of 02017.

GILA COUNTY:

CONTRACTOR:

John Nelson County Manager

Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C

Print Name



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 020317

The following amendments are hereby incorporated into the agreement for the below project

WEATHERIZATION PROJECT HH#10797

COMMUNITY SERVICES-HOUSING

Effective February 16, 2017, Gila County and Mountain Retreat Builders entered into a contract whereby Mountain Retreat Builders agreed to provide Weatherization Project HH#10797 for the Community Services-Housing.

Community Services-Housing would like to increase the original contract amount of Eleven Thousand, Seven Hundred Fifty dollars and 00/100's (\$11,750.00) by an additional Two Hundred dollars and 00/100's (\$200.00) due to the need of additional electrical work in the attic of the home.

Amendment No. 1 to Service Agreement No. 020317 will serve to increase the contract amount by an amount of Two Hundred dollars and 00/100's (\$200.00).

Consequently, the contract is amended to increase the contract amount by \$200.00 for a new total contract amount of Eleven Thousand Nine Hundred Fifty dollars and 00/100's (\$11,950.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the February 16, 2017 to June 30, 2017 period.

GILA COUNTY

MOUNTAIN RETREAT BUILDERS

Fon John Nelson, County Manager

Date: 3-27-17

Print Name

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

Timothy Humphry, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

Woody Cline, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



John Nelson, County Manager Phone (928) 425-3231 Ext.8761

James Menlove, Finance Director Phone (928) 425-3231 Ext. 8743

> 1400 E. Ash Street Globe, AZ 85501

LEASE AGREEMENT NO. 031617

www.gilacountyaz.gov

This lease agreement is entered into between Alhambra MHP & Storage, LLC of Phoenix, AZ, hereinafter referred to as **OWNER** and Gila County of Globe, AZ, hereinafter referred to as **GILA COUNTY**.

- 1. LOCATION & DESCRIPTION OF LEASED AREA: This Agreement is to lease Storage Units #S107, #S109 and #S110, and #S115 all 10' x 20' storage units, at a unit price of \$119.00 per month, for a period of one (1) year. All units to be leased are located at 1421 E. Monterey Drive, in Globe, Arizona, 85501.
- 2. TERM & RATES: The term of this Agreement shall be for a period of one (1) year, from March 01, 2017 to February 28, 2018. The annual rent shall be at a rate of \$5,712.00, for all units described in this lease agreement, payable within fifteen (15) days of receipt of invoice. An invoice shall be generated by the Owner and mailed to the County address in this lease.

The Owner agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

The County will have exclusive use of the storage room.

3. LANDLORD — TENANT RELATIONSHIP: The landlord-tenant relationship shall be governed by A.R.S. §33-301 to 33-381.

This agreement is subject to cancellation pursuant to A.R.S. §38.511.

- 4. FISCAL LIMITATIONS: It is understood and agreed that Gila County's obligation pursuant to this Agreement is contingent upon financial appropriation during the rental period. In the event such financial appropriation is inadequate, Gila County may discontinue occupancy of the office space with thirty (30) days written notice.
- 5. TERMS AND CONDITIONS: Gila County will pay the storage rental amount on an annual basis. Should the business known as Alhambra MHP & Storage, LLC, transfer ownership during the time of the lease period, the prepayment made by Gila County shall also transfer to the new Owner. To the extent that the terms and conditions of this Lease Agreement conflict with the Terms and Conditions of the original Storage Agreements, the terms and conditions of this lease agreement will prevail and govern the contractual relationship between the parties.
- 6. NOTICES: All Notices or Demands upon either party shall be in writing and shall be delivered in person or via mail addressed as follows:

Alhambra MHP & Storage, LLC Attn: Ben Gübac

P.O. Box 50202

Phoenix, Arizona 85076-0202

Gila County Finance Guerrero Building

Attn: Accounts Payable 1400 E. Ash Street

Globe, Arizona 85501

GILA COUNTY

For John Nelson, County Manager

Date: 3 - 27-2017

ALHAMBRA MHP & STORAGE, LLC

Mangang Me

Title

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

Timothy Humphrey, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

Woody Cline, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



John Nelson, County Manager Phone (928) 425-3231 Ext.8761

James Menlove, Finance Director Phone (928) 425-3231 Ext. 8743

> 1400 E. Ash Street Globe, AZ 85501

SERVICE AGREEMENT NO. 032117 WEATHERIZATION PROJECT HH#3351

COMMUNITY SERVICES-HOUSING

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 032117** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 032117 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 032117, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. Commercial General Liability - Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. Automobile Liability

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

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. Professional Liability (Errors and Omissions Liability)

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
 - 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this C. 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.
- **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved D. 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.
- **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance E. (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 bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. <u>SUBCONTRACTORS:</u> 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. <u>APPROVAL:</u> Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 - Israel Boycott Certification Clause Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

ARTICLE 7 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services. and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

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It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 12 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 13 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 14 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 15– TERM: The Contract commences on the date signed by the County Manager and remains in effect through June 30, 2017.

ARTICLE 16 – PAYMENT/BILLING: PAYMENT/BILLING: Contractor shall be paid a flat fee of **\$9,617.00** for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

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. 032117 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

John Nelson, County Manager

Date: 3-27-2017

MOUNTAIN RETREAT BUILDERS LLC

\$ignature

Print Name

Gila County Housing Services 5515 S. Apache Ave. P.O. Box 1254 Globe Az. 85502 (928)425 - 7631



SCOPE OF WORK	Case Number: 3351
	BID DATE: 3-16-2017
Jurisdiction Gila County Census: 2	CONTRACTOR INFORMATION: Name: M. R. D. C.L.C. Address: 745 E Sterifo D-
Owner:	6/3BC, # 2 85507 Voice: 928-606-4674 email: July 2005 & Must. Co
	BID TOTAL \$: 76/7 Contractor Signature

^{**} In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

Contractor Bid

ntractor Bid	HMENT "A" TO SERVICE AGREEMS Case# 3351	ENT NO. 032117 PAGE 2 OF 3 Page# 2 of 3 Printed on: 3/16/2017 12:39:15 PM
LINE ITEMS - CON	IPLETE WRITE-UP	
General Require	ments	
1		\$
Permits and Fees Contractor to provide including IBC, OSH/ permits are needed	le all permits and fees required to c A, and County Codes. Base this pr	complete the job to local codes and regulations, licing only on permits you are obtaining. If no
2		\$
	uraged to suggest alternative and	d better methods to the rehabilitation specialist, and use this section to show item and price. Do not add to
3		\$
building, electrical and All work to be done in All work to include a not mentioned in the belong to the work do	nd plumbing codes with inspection in a quality and Professional manne ny items or components required for a specifications or listed in RESPEC	or. or a complete and functional system. Incidental items that can <u>reasonably</u> and <u>legitimately</u> be inferred to practice to provide a complete system shall be
4		\$
ALL LEAD WORK	<u> </u>	
PAINTED SUI WORKERS, A	DEACES OD COMBONENTS MI IST P	OLS, REMOVAL OR REPLACEMENT OF LEAD BASED BE DONE BY TRAINED, LICENSED CONTRACTORS AND CE WITH THE DEPARTMENT OF HOUSING AND URBAN
Mechanical		

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL (PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRA WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DE DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.a.

5

Replace old furnace/ evap with GAS Pack.

Remove and replace the old furnace with a 50K or 80K correctly sized 90% A.F.U.E Roof mounted manufactured curb Gas Pack Unit with a 2.5 Ton A/C unit 14 seer or higher. Also remove the old furnace patch roof prior to install of new gas pack unit including the old flue pipe and electrical for evap cooler make all repairs to roof and ductwork to meet all WAP SWS standards, after removal of old units. Also replace to local code gas flex and valve. Replace the T-Stat, must have a positive off position. T-stat wire must be ran behind the sheet rock or in tract molding if exposed.

Make sure all work meets all Weatherization SWS's and local code provide a permit prior to starting project !!!

Do not damage old units and take intact to wap shed!

Seal Ductwork to meet WAP SWS's

Remove all defective material and replace with new approved materials to meet WAP SWS's.

ATTACHMENT "A" TO SERVICE AGREEMENT NO. 032117 PAGE 3 OF 3

Contractor Bid

Case# 3351

Page# 3 of 3

Printed on: 3/16/2017 12:39:15 PM

Weatherzation

7

\$ 1,000,00

Blown Cellulose, Open Attic -(R-38)

Insulate attic. Coverage should be as level as possible and to the depth of material that corresponds with each R value. Each individual manufacturer's recommendation for initially installed thickness and settled density usually found in the coverage table on the material packaging. Material used will meet and conform to ASTM C739-91 and ISS 16 CFR, Part 1209. Note: maintain clearance from combustible materials in accordance with NFPA Requirements. (Install soffit baffles as needed.)

8

\$ 817,00

Seal Windows

Seal all windows inside and out. Use caulking around all frames also use foam stripping and make sure that windows operate but seal only 2 needed. all other just seal.

Job Total Cost: \$

9,617,00

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

Timothy Humphrey, District II 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8753

Woody Cline, District III 1400 E. Ash St. Globe, AZ. 85501 (928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

John Nelson, County Manager Phone (928) 425-3231 Ext.8761

James Menlove, Finance Director Phone (928) 425-3231 Ext. 8743

> 1400 E. Ash St. Street Globe, AZ 85501

SERVICE AGREEMENT NO. 032117-1 WEATHERIZATION PROJECT HH#10950

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 27^{++} day of 27^{++}	2017.
by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the	County,
and <u>Rodriguez Constructions, Inc.</u> , of the City of <u>Miami</u> , State of Arizona, hereinafter desi	gnated
the Contractor.	

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 032117-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 032117-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 032117-1**, 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
9	Products - Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000

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

2. Worker's Compensation and Employers' Liability

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

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

3. Automobile Liability

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

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. Professional Liability (Errors and Omissions Liability)

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
 - 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - 2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$11,850.00 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. 032117-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Date: 3-27-17

RODRIGUEZ CONSTRUCTIONS, INC.

Minanda Evender

Minanda Evender

ATTACHMENT "A" TO SERVICE AGREEMENT NO. 032117-1 PAGE 1 OF 4

Gila County Housing Services

5515 S. Apache Ave. P.O. Box 1254 Globe Az. 85502 (928)425 - 7631



SCOPE OF WORK	Case Number: 10950
	BID DATE: 3/15/17
	Name: Rodrigies Constructions for
Jurisdiction City of Globe Census: 2	Address: P.D. Box 13
Owner:	Miami, A2 85539
	Voice: 928-435-7244/
er is somety, _	email: rodnguez Constaz @gmail.com
	BID TOTAL \$: 1 850.00
	Milanda Exember Contractor Signature

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^{**} In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

Contractor Bid

Case# 10950 Page# 2 of 4

Printed on: 3/13/2017 8:29:46 AM

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add total. 3 \$\frac{1}{2} \text{performance}}\$ All work is to comply with Current iBC, or State Building code, Performance Manual guidelines and or loca building, electrical and plumbing codes with inspections and permits when applicable. All work to be done in a quality and PROFESSIONAL manner. All work to include any items or components required for a complete and functional system. Incidental Item not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail. 4 **ALL LEAD WORK** INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AN WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBADEVELOPMENT GUIDELINES, 24 CFR Part 35, et.a. **Remove existing damaged and/or deteriorated tin.** Replace with new to match existing. Check all sheathing as per P.M. about 12"X12" area in center may need repaired also on bedroom 3 window roof j moulding maneed repair as well if not j molding then side siding and make water tight repair. **Mechanical** **Mechanical**	LINE ITEMS - COMPLETE WRITE-UP		
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\$_7,250_	Remove existing damaged and/or deteriorated tin. Replace with new to match ex	isting. Chindow roo	neck all sheathing of j moulding may
	Mechanical		
	6)	\$	7,250
	Replace Furnace with split system		,

Install a new 90+% AFUE, ENERGY STAR rated furnace with a 14 seer A/C unit and digital themostate as specified including, any needed ductwork, thermostat, registers, and main disconnect to Meet WAP STANDERDS make sure to check all SWS's.

- 1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your request for payment, showing the sizing of the furnace for the design heat load. Do not over size the unit.
- 2) Install and vent the unit per manufacturer's instructions (PMI)

Contractor Bid

Case# 10950

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- 3) electrical supply must be a dedicated circuit with a switch at the unit.
- 4) unit must have a minimum 30 inch front clearance, when installed.
- 5) check the gas input to the unit
- 6) check the temp. rise and match to the unit (PMI)
- 7) recheck for gas leaks
- 8) Inspect the duct work and seal any joints or other leaks in supply or return ducts.
- 9) Be sure the filter box has a cover (install one if none present) and, leave 1 case of filters for homeowner
- 10) ALL provisions of this item must be met to warrant payment.
- ** Verify operation or lack thereof of a/c unit to avoid potential disputes. If problems are noted, obtain home owner signature indicating such.

Note: Remove old furnace and side mounted EVAP Cooler! Replace and or seal opening as specified to SWS's. NEATLY tie furnace into existing duct work. Install new t-stat and flue liner.****(Flu liner needs to be up graded to new style for 90+% AFUE furnace unless show to approved in writing.)

Water Heater		
(7)	\$	300
Add combustion air. Install in to water heater closet correct combustion air in accordance with local and nation free air space per 2000 b.t.u. of input. replace	al codes.	At least 1sq. inch of
Replace gas flex line with ring !		
Lift flue cap to allow proper air flow for vent flue.		
Insulation		
	\$	200
	_	

<u> Fiberglass Insulation, Floor - (R19) Batt/Bla</u>

Insulation shall be installed with vapor barrier facing conditioned area; Insulation shall completely fill area between joists or studs and shall be secured with the appropriate mechanical fasteners. Material shall meet ASTM C665-86 or subsequently amended.

Blown Fiberglas - Roof Int. Drill - (3.5"/ 5.

\$_ 1600.

(2- hole method) Access each Ceiling cavity with a minimum of 2 holes per story with no more than 5' distance between holes. Each cavity shall then be probed to locate fire stops or other obstructions that may necessitate additional entry holes to insure maximum pressurization practical for that cavity. This process applies to exterior siding, subsiding, and interior wall applications. Each cavity shall be insulated with material that is loose fill fiberglass in conformance to ASTM C739-91 and ISS CFR 16, Part 1209

(Single hole method) Access each wall cavity in a single place at either the top or bottom of each ceiling cavity. Access holes will then be probed to locate fire stops or other obstructions that may necessitate additional entry holes. A flexible tube long enough to reach the opposite end of the cavity shall then be inserted into the cavity and be withdrawn as the cavity fills and pressurizes with materials. This process applies to exterior siding, sub-siding, and interior wall surfaces. Each cavity shall be packed with material/insulation. Material shall be loose fill fiberglass in conformance to ASTM C739-91 and ISS 16 CFR Part 1209.

Weatherzation	Con	
10)	\$ 900.	

ATTACHMENT "A" TO SERVICE AGREEMENT NO. 032117-1

PAGE 4 OF 4

Contractor Bid

Case#

10950

Page# 4 of 4

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Reduce infiltration

Patch all holes in sheet rock, walls, floors, ceilings or any visible holes in the house to have home meet WAP SWS's use your ASREA Calculator to determine amount needed after duct sealing is COMPLETELY done and recorded!!!

Job Total Cost: \$

\$

11850

ARF-4281

Executive Session Item 7. A.

Regular BOS Meeting

Meeting Date: 04/18/2017

Submitted For: Michael Scannell, Deputy County Manager

Submitted By: Marian Sheppard, Clerk of the Board

<u>Department:</u> County Manager

Information

Request/Subject

Consideration of United States of America V. ASARCO Consent Decree No. CV-15-2206-PHX-JZB.

Background Information

On April 4, 2017, the Board of Supervisors voted to go into executive session to obtain legal advice from its attorney regarding *United States of America V. ASARCO Consent Decree No. CV-15-2206-PHX-JZB.* After the Board of Supervisors' Regular Meeting was reconvened on April 4th, the Board instructed the County Attorney's office to proceed as directed in the executive session.

The Consent Decree identifies a Lead-Based Paint Abatement Project as one Environmental Mitigation Project listed in the settlement. Appendix A on page 93 of the Consent Decree describes in detail the Environmental Mitigation Projects listed in the agreement including, the Lead-Based Paint Abatement Project. The consent decree specifies that the Gila County Environmental Health Services program will receive \$2,000,000 to perform Lead-Based Paint testing and abatement activities in Hayden/Winkelman once a Lead-Based Paint Abatement plan submitted by ASARCO has been approved by the EPA.

Evaluation

The Board of Supervisors needs the advice and direction of the County Attorney's Office with regard to future possible actions that pertain to the Consent Decree.

Conclusion

The County Attorney's Office recommends that the Board should vote to go into executive session to receive legal advice from its attorney, consider its position in the United States of America V. ASARCO Consent Decree No. CV-15-2206-PHX-JZB, and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4).

Recommendation

The County Attorney's Office recommends that the Board should vote to go into executive session to receive legal advice from its attorney, consider its position in the United States of America V. ASARCO Consent Decree No. CV-15-2206-PHX-JZB, and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4).

Suggested Motion

Information/Discussion/Action to vote to go into executive session to receive legal advice from its attorney regarding its position in the United States of America V. ASARCO Consent Decree No. CV-15-2206-PHX-JZB, and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4). If the Board does go into executive session, the County Attorney's Office suggests that after the Regular Meeting has been reconvened, the Board vote to instruct the County Attorney's Office to proceed as directed in executive session.

Attachments

No file(s) attached.