3 SPECIAL TERMS AND CONDITIONS

3.1 Term of Contract This Contract shall begin when all signatures are affixed and executed by the Department or as stated in Sub-Section 3.1.1 and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

3.1.1 This Contract is expected to commence with the expiration of the current Contract, in effect through **March 30, 2015**.

3.2 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.

3.3 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:

3.3.1 The Department shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.

3.3.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.

3.4 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. § 31-254.

3.5 Non-Availability of Funds In accordance with A.R.S. § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

3.6 Cancellation for Conflict of Interest In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.

3.7 The Department reserves the right to terminate the contract for default 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. The Department shall provide written notice of the termination and the reasons for it to the Contractor.

3.8 Changes to the Contract shall be handled by formal amendment through Procurement Services

3.9 Arbitration In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

3.9.1 Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties until such appeals, litigations, claims or exceptions have been finally resolved.

3.10 Applicable Law In accordance with A.R.S. § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

3.11 Non-Discrimination In accordance with A.R.S. § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

3.12 Each party to this contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this contract.

3.13 Audit of Records In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

3.14 Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.

3.15 Third Party Antitrust Violations The Contractor assigns to the State any claims for charges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.

3.16 Notice Warning Any person who takes into or out of or attempts to take into or out of correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statues. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Definition: A.R.S. § 13-2501:
A.R.S. § 13-2505:
ADC Department Order 708

3.17 Unlawful Sexual Conduct

3.17.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with

an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county

3.17.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

3.17.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

3.17.4 Unlawful sexual conduct; correctional facilities; classification; Definition A.R.S. § 13-1419.

3.18 Federal Prison Rape Elimination Act 2003 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003. Reference 28 C.F.R., Part § 115.

3.19 Contraband

3.19.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc.

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

- By knowingly conveying contraband to any persons confined in a correctional facility; or

- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority A.R.S. § 13-2501
A.R.S. § 13-2505
ADC Department Order 708

3.20 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3.21 Electronic and Information Technology. 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. § 41-2531 and A.R.S. § 41-2532 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.

3.22 E-Verify Requirement

3.22.1 In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

3.23 **INDEMNIFICATION:** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

INMATE WORK PROGRAM UTILIZING CONTRACTOR SUPERVISION

A. No inmate shall be placed in a supervisory capacity over any other inmate.

B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.

C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.

D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker

E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers **shall not** be transported in privately owned vehicles at any time.

F. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.

G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.

H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.

I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.

J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.

K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. 31-221, and **no** information shall be released without prior written authorization from a representative of the Department.

L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs.

M. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.

N. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.

O. **The visiting of an inmate by any unauthorized person shall not be permitted**. If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.

P. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

Developed by: State of Arizona, Department of Administration
Risk Management Section

Provided by: Mike Foster, Manager, Safety and Environmental Services,
Administrative Services Division

1 PROGRAM OBJECTIVES

1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.

1.1.1 Minimize Personal injuries;

1.1.2 Maximize Property Conservations;

1.1.3 Achieve Greater Efficiency; and

1.1.4 Reduce Direct and Indirect Costs

1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.

1.2.1 Plan all work to minimize personal injury, property damage and loss of productive time.

1.2.2 Properly select inmates/employees based upon their skill level for the necessary job tasks.

1.2.3 Provide for the protection of adjacent property and safety of the public.

1.2.4 Coordinate activities with others at the work location.

1.2.5 Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:

1.2.5.1 Safety Meetings;
1.2.5.2 Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident:
1.2.5.3 Use of proper work methods, personal protective equipment, and mechanical guards;
1.2.5.4 Employee/inmate safety instructions to all assigned work; and
1.2.5.5 Safety training programs.

2 RESPONSIBILITIES

2.1 It is the purpose of the program to organize and direct activities, which will:

2.1.1 Avoid injuries.
2.1.2 Reduce construction interruption due to an accident.
2.1.3 Assure a safe and healthy place to work.

2.2 The Project Manager is required to establish and administer a site-specific safety program and will:

2.2.1 Make periodic loss prevention surveys.

2.2.2 Submit written recommendations.

2.2.3 Periodically attend safety meetings.

2.2.4 Assure safety orientation meetings for employees/inmates are conducted and documented.

2.2.5 Provide warning signs, safety literature, reporting forms, and other educational and training materials as deemed appropriate.

2.2.6 Maintain a written comprehensive Safety and Loss Prevention manual.

2.2.7 Give due consideration to all safety factors during pre-planning.

2.2.8 Employ only those individuals physically and mentally capable of performing in a safe manner.

2.2.9 Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.

2.2.10 Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.

2.2.11 Provide properly guarded and maintained tools, machinery and equipment.

2.2.12 Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.

2.2.13 Promptly investigate any incident that causes injury or damage to property.

2.2.14 Plan and schedule work operations so as to control personal injury and property damage hazards.

2.2.15 Maintain good housekeeping conditions and fire protection equipment.

2.2.16 Maintain an effective equipment inspection and maintenance program.

2.2.17 Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.

2.2.18 Correct unsafe work habits of employees/inmates as soon as they are observed.

2.2.19 Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.

2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.

2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

3 GENERAL SAFETY REQUIREMENTS

3.1 Laws and Regulations:

3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, rules, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.

3.2 Audit Procedures:

3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.

3.3 Drug and Alcohol Policy:

3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

4 SPECIFIC REQUIREMENTS

4.1 Emergency Procedures Guideline:

4.1.1 The Project Manager will set up emergency procedures for the following categories:

4.1.1.1 Fire
4.1.1.2 Injuries
4.1.1.3 Injury to the general public
4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.
4.1.1.5 Public demonstrations
4.1.1.6 Bomb threats
4.1.1.7 Other exposures at the construction site

4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:

4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.

4.1.2.2 Delegate responsibility for making emergency calls.

4.1.3 It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates If employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4

minutes, the Project Manger must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.

4.1.4 The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.

4.2 Protection of the Public:

4.2.1 The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:

4.2.1.1 Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.

4.2.1.2 When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager s shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.

4.2.1.3 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.

4.2.1.4 Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.

4.2.1.5 Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural, alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.

4.2.1.6 A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance with the laws and regulations of the regulatory bodies involved.

4.2.1.7 Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of

rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontals rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.

4.2.1.8 Barricades meeting the requirements of the political subdivision involved shall provided where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is removed temporarily for the purposes of work, a watchman shall be placed at all openings.

4.2.1.9 Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.

4.2.1.10 Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside of such protection or obstructions.

4.3 Housekeeping

4.3.1 During the course of construction/renovation, housekeeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debris of all types.

4.3.1.1 This shall include scrap lumber and form lumber with protruding nails.

4.3.1.2 Combustible scrap and debris shall be removed at regular intervals. Containers shall be provided for the collection of scrap, trash and other debris.

4.4 Personal Protective Equipment:

4.4.1 The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operation where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.

4.5 Flammable and Combustible Liquids:

4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.

4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.

4.5.3 Transfer of flammable liquids from one container to another shall require electrically bonding the containers.

4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.

4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.

4.5.6 Fuel trucks will properly marked, contents clearly identified, posted and with proper fire protection.

4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.

4.6 Tools – Hand and Power:

4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.

4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.

4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.

4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.

4.6.5 Impact tool such as wedges and chisels shall be kept free of mushroomed heads.

4.6.6 Wooden handles of tool shall be kept free of splinters and cracks and shall be kept tight in the tool.

4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2-inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and similar operating power tools shall be equipped with a momentary contact off-on control and may have a lock-on control provided that turn off can be accomplished with a single motion of the same finger or fingers that turn it on.

4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.

4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.

4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.

4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.

4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.

4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.

4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.

4.7 Earth Moving Equipment:

4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.

4.7.2 Operators shall wear seat belts while vehicle is in motion.

4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.

4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.

4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.

4.7.6 Equipment will have audible warning devices in good working order.

LETTER OF INSTRUCTION
REQUEST FOR AUTHORIZATION

UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment.

1 The Contractor shall provide written notice advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:

1.1 A complete list describing the type(s) of off-road mobile equipment to be operated;

1.2 Identification of specific training inmates will receive for each type of off-road mobile equipment; and

1.3 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list **shall** reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.

2 The Department shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor **shall not** proceed with training until written notice of authorization is received from the Department.

3 Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to the Department for record keeping purposes.

4 Once training is complete, the Contractor shall furnish documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.

5 Following review of training documents provided by the Contractor, and/or designee, the Department shall furnish the Contractor with notification of approval for individual inmates. Contractor shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.

6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.

	Location		Number of Inmates	
1	City of Bisbee Streets Various Locations Bisbee, Arizona		2	
2	City of Bisbee Wastewater Department 940 W. Prudy Lane Bisbee, Arizona		2	
3	City of Bisbee Sanitation Department 940 Tovreaville Road Bisbee, Arizona		3	
4	City of Bisbee Recycling Department 940 Tovreaville Road Bisbee, Arizona		4	
5	City of Bisbee Garage Department 940 Tovreaville Road Bisbee, Arizona		1	
6	City of Bisbee Animal Shelter 940 Tovreaville Road Bisbee, Arizona		1	
7	City Hall 118 Arizona Street Bisbee, Arizona		2	
8	City Library 6 Main Street Bisbee, Arizona		1	
9	City of Bisbee Senior Center 300 Collins Road Bisbee, Arizona		2	
10	City of Bisbee Police Department 1 Highway 92 Bisbee, Arizona		1	
11	City of Bisbee Queen Mine 418 N. Dart Road Bisbee, Arizona		2	
12	Parks		5	
	Goar Park	Brewery Ave Old Bisbee	City Park	Brewery Ave Old Bisbee
	Grassy Park	Main Street Old Bisbee	Garfield Park	Tombstone Canyon Old Bisbee
	Higgans Park	Quality Hill Old Bisbee	Vista Park	East and West St Warren Area
	Sherman/Paul Park	Paul Street Warren Area	Galena Park	Lowell Ave Galena Area

	Saginaw Park	**A Street Saginaw Area**	**Briggs Park**	**Dogwood Street Briggs Area**
	Tintown Park	**Teran Street Tintown Area**	**Skate Park**	**Arizona Streets Warren Area**

Arizona Department of Corrections

1601 WEST JEFFERSON STREET
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov

DOUGLAS A. DUCEY
GOVERNOR

CHARLES L. RYAN
DIRECTOR

March 27, 2015

Ron Oertle, Mayor
City of Bisbee
118 Arizona Street
Bisbee, AZ 85603
Via email: attorney@cityofbisbee.com and/or

Re: Contract No. 15-057-19, Inmate Labor with ASPC - Douglas

Dear Mr. Oertle:

Enclosed for your records is a fully executed Contract between the Arizona Department of Corrections and the City of Bisbee.

This Contract replaces Contract No. 050061DC with a term of five years, March 30, 2015 through March 29, 2020.

If you have any questions, please contact Stephen Castillo, Senior Procurement Specialist at (602) 364-3794 or me at (602) 542-1172.

Sincerely,

Leon George
Chief Procurement Officer

LG/sc

Enclosure: Contract No. 15-057-19

cc: Carrie Vasquez, Business Administrator, ASPC - Douglas
Lynn Fedina, Business Administrator, Offender Operations