PURSUANT TO A.R.S. SECTION 38-431 THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - MONDAY, AUGUST 15, 2011 - 10 A.M.

1 Call to Order - Pledge of Allegiance – Invocation

2 **REGULAR AGENDA ITEMS:**

A Information/Discussion/Action to receive Gila County supervisorial and community college redistricting mapping alternatives from the Redistricting Advisory Committee (RAC) and to dissolve the Committee. **(Linda Eastlick/Roberto Sanchez, Chairman of the RAC)**

B Information/ Discussion/Action to authorize the Chairman's signature on the APS Landlord Tenant Rider between Gila County and Gila Community College. **(Don McDaniel**)

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 an agreement between Gila County Library District and Creative Empire, LLC. d/b/a Mango Languages for the provision of a Library Premium Subscription for a Full Language Package, for three years, beginning on September 1, 2011, through August 30, 2014, at the rate of $3,142 per year. **(Jacque Griffin)**
(Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

D Information/Discussion/Action to set primary and secondary property tax rates for 2011 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer, and adopt Resolution No. 11-08-10 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2011-2012.**(Don McDaniel)**

E Information/Discussion/Action to approve the submission of a United States Department of Agriculture, Rural Housing Service, Rural Housing Preservation Grant Preapplication in the amount of $100,000. **(Malissa Buzan)**

F Information/Discussion/Action to approve a Subscription Service Agreement between CAPLUCK, Inc and the Gila County Division of Community Services, Community Action Program/Housing Services, whereby CAPLUCK, Inc. will provide software services that will allow for the universal collection of data and demographics of assistance provided to eligible citizens residing in Gila County at a charge of $3,500 per year. **(Malissa Buzan)**

G Information/Discussion/Action to authorize the Chairman's signature on Amendment No. 1 to the Ground Lease and Use Agreement-Central Heights Complex between Gila County and the Miami Unified School District to extend the Agreement for an additional 10 years beyond the original termination date of September 26, 2021, to September 26, 2031, and the APS Landlord/Tenant Rider form. **(Steve Stratton)**

H Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 070111-1 for janitorial services at County facilities located in Globe, Arizona. **(Steve Stratton)**

I Information/Discussion/Action to adopt Resolution No. 11-08-09, which pertains to a roadway exchange between Erik C. and Cheryl D. Long and Gila County, and to authorize the Chairman's signature on a Quit Claim Deed for said roadway exchange. **(Steve Stratton)**

J Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 071911-1 for the purchase of one or more new SUV special service vehicles and one or more new 6/7 passenger minivans for Gila County Fleet Management. **(Steve Stratton)**

K Information/Discussion/Action to authorize the advertisement of Request for Bids No. 080211-1 for the Public Works Roadyard Shop Area Paving Project. **(Steve Stratton)**

L Information/Discussion/Action to adopt Resolution No. 11-08-04 approving the disposal of an unnecessary public roadway being a portion of Evalinda Drive, King Addition Subdivision, official map no. 196, and to authorize the Chairman to execute and deliver in the name and under the seal of the County of Gila, a quit claim deed conveying the abandoned roadway to John D. Cotterill. **(Steve Sanders)**

M Information/Discussion/Action to adopt Resolution No. 11-08-05 approving the disposal of an unnecessary public roadway shown as a portion of Christopher Creek Loop, and authorizing the Chairman to execute and deliver in the name and under the seal of the County of Gila, 3 separate quit claim deeds conveying the abandoned roadway to Lynnie Raichert; Edwin G. and Mary C. Schuck; and George and Ruth Deming. **(Steve Sanders)**

N Information/Discussion/Action to adopt Resolution No. 11-08-06 approving the disposal of an unnecessary public roadway shown as a portion of Christopher Creek Loop, and authorizing the Chairman to execute and deliver in the name and under the seal of the County of Gila, a quit claim deed conveying the abandoned roadway to Manuel Gene Bettencourt. **(Steve Sanders)**

O Information/Discussion/Action to direct staff to begin the process to abandon a portion of Smelter Street from Coplan to Silicate between blocks 16 and 17 as shown on the Plat of Arlington Heights, Gila County Recorded Map 31. **(Steve Sanders)**

P Information/Discussion/Action to direct staff to begin the process to abandon a portion of Upper Pinal Creek Road as shown on Gila County Record of Survey Map 3841A-C. **(Steve Sanders)**

3 **CONSENT AGENDA ACTION ITEMS:**

A Approval of Amendment No. 1 to Contract No. DE106003-008 between Gila County d/b/a Gila Employment and Special Training Program, and the Arizona Department of Economic Security, Rehabilitation Services Administration, to replace the current Attachment 1, RSA Fee Schedule, with the revised Attachment 1, RSA Fee Schedule Application dated June 23, 2011.

B Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. DE111093-001), Career Exploration/Supported Education, between Gila County d/b/a Gila Employment and Special Training and the Arizona Department of Economic Security, Rehabilitation Services Administration, to replace the current Attachment 6, Facility Location and Staffing Chart-Gila County, with the revised Attachment 6, Facility Location and Staffing Chart dated June 23, 2011.

C Approval of CDBG (Community Development Block Grant) Contract No. 150-09 Close-Out Report to finalize the contract between the Arizona Department of Housing and Gila County Community Action/Housing Services, which will successfully end the contract and enable Gila County Community Action/Housing Services to be in compliance with all requirements for the CDBG contract.

D Approval of FY 2012 Victims' Rights Program Award Agreement No. AG# 2012-004 between the Gila County Attorney's Office and the Arizona Attorney General's Office in the amount of $33,350 to cover the existing salary and employee-related expenses for a full-time advocate, with no cash match funds required, and for the period July 1, 2011, through June 30, 2012.

E Approval of Contract No. HG752219 between the Gila County Division of Health & Emergency Services, Health Department, and the Arizona Department of Health Services in the amount of $51,160 to continue the funding of the Prop 201 Smoke Free AZ Contract for the period July 1, 2011, through June 30, 2012.

F Approval of the December 7, 2010, BOS meeting minutes.

G Approval of the June 2011 monthly departmental activity report submitted by the Clerk of the Superior Court.

H Approval of the Human Resources reports for the weeks of August 9, 2011, and August 15, 2011.

I Approval of finance reports/demands/transfers for the weeks of August 9, 2011, and August 15, 2011.

4 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

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

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

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

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

ARF-701 **Regular Agenda Item Item #: 2- A**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	Linda Eastlick, Elections Director	Submitted By:	Linda Eastlick, Elections Department
Department:	Elections Department		
Presenter's Name:	Roberto Sanchez		

Information

Request/Subject

Gila County Supervisorial and Community College redistricting mapping alternatives (NOTE - mapping alternative attachments will be provided by August 8)

Background Information

The Gila County Redistricting Advisory Committee (RAC) was formed by the Board of Supervisors to assist in the supervisorial and college district redistricting process. The RAC was to work with elections staff and redistricting consultants to gather input from the public, evaluate public input, and present mapping alternatives for the Board's consideration.

Evaluation

The RAC has conducted numerous committee meetings and attended numerous public meetings in order to be educated about the redistricting process, receive and review Gila County census information, receive information from the County's redistricting consultants and elections staff and to hear public comments.

Conclusion

The RAC is now prepared to provide mapping alternatives for the supervisorial and college districts to the Board of Supervisors for further consideration. The Board will determine mapping alternatives to be circulated for public input at a work session to be held August 23, 2011.

Recommendation

Following the presentation of mapping alternatives, the Elections Director recommends the Board of Supervisors thank the Committee for the work they have done, accept the mapping alternatives, and dissolve the committee. The Committee's work is now complete and the Board will make further mapping decisions at the work session on August 23, 2011.

Suggested Motion

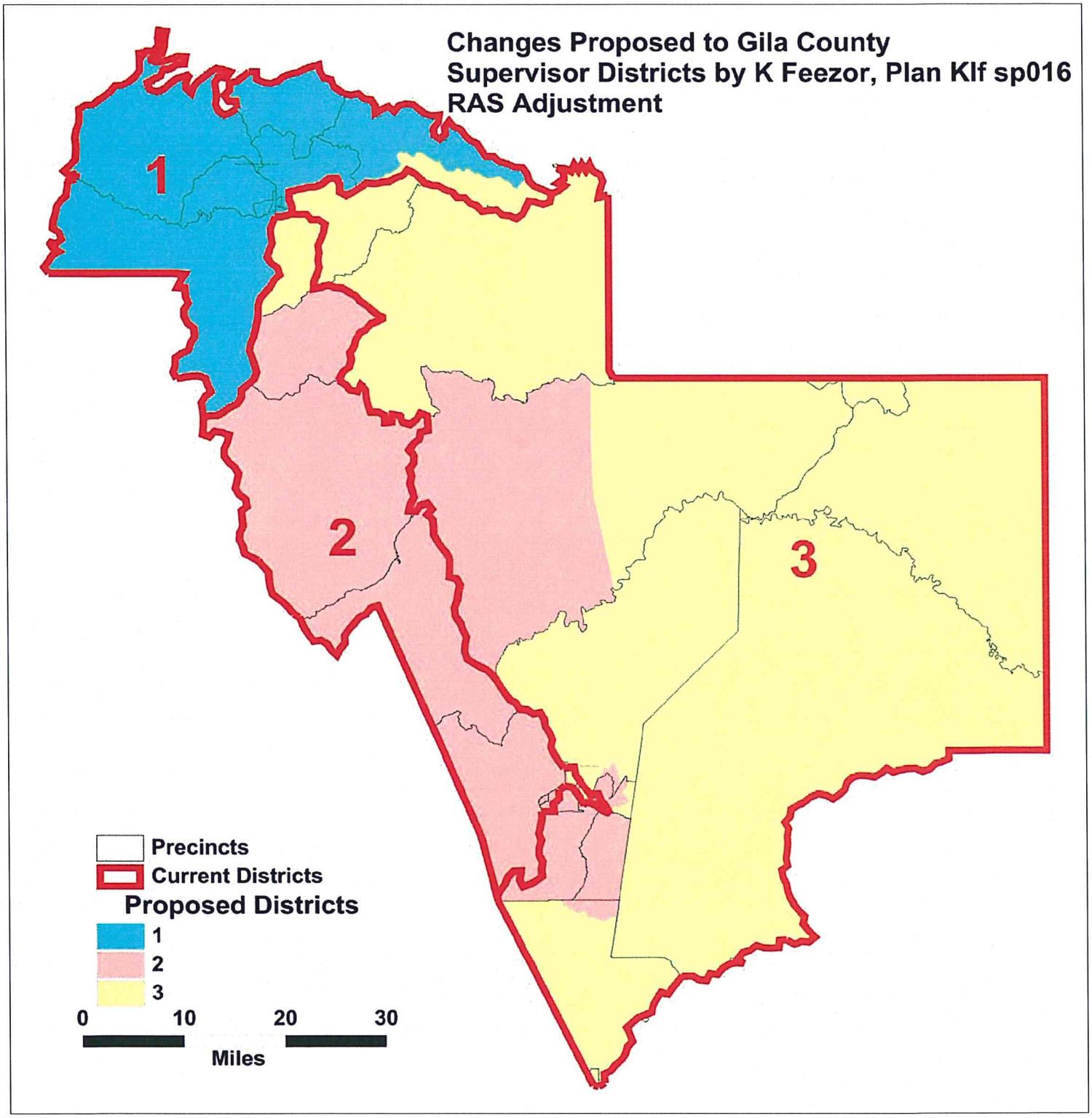
Information/Discussion/Action to receive Gila County supervisorial and community college redistricting mapping alternatives from the Redistricting Advisory Committee (RAC) and to dissolve the Committee. **(Lind**
(Linda Eastlick/Roberto Sanchez, Chairman of the RAC)

Attachments

Link: Supervisorial Mapping Alternatives

Link: Community College Mapping Alternatives

Link: Report to the Board


Changes Proposed to Gila County
Supervisor Districts by K Feezor, Plan Klf sp016
RAS Adjustment
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Precincts
Current Districts
Proposed Districts
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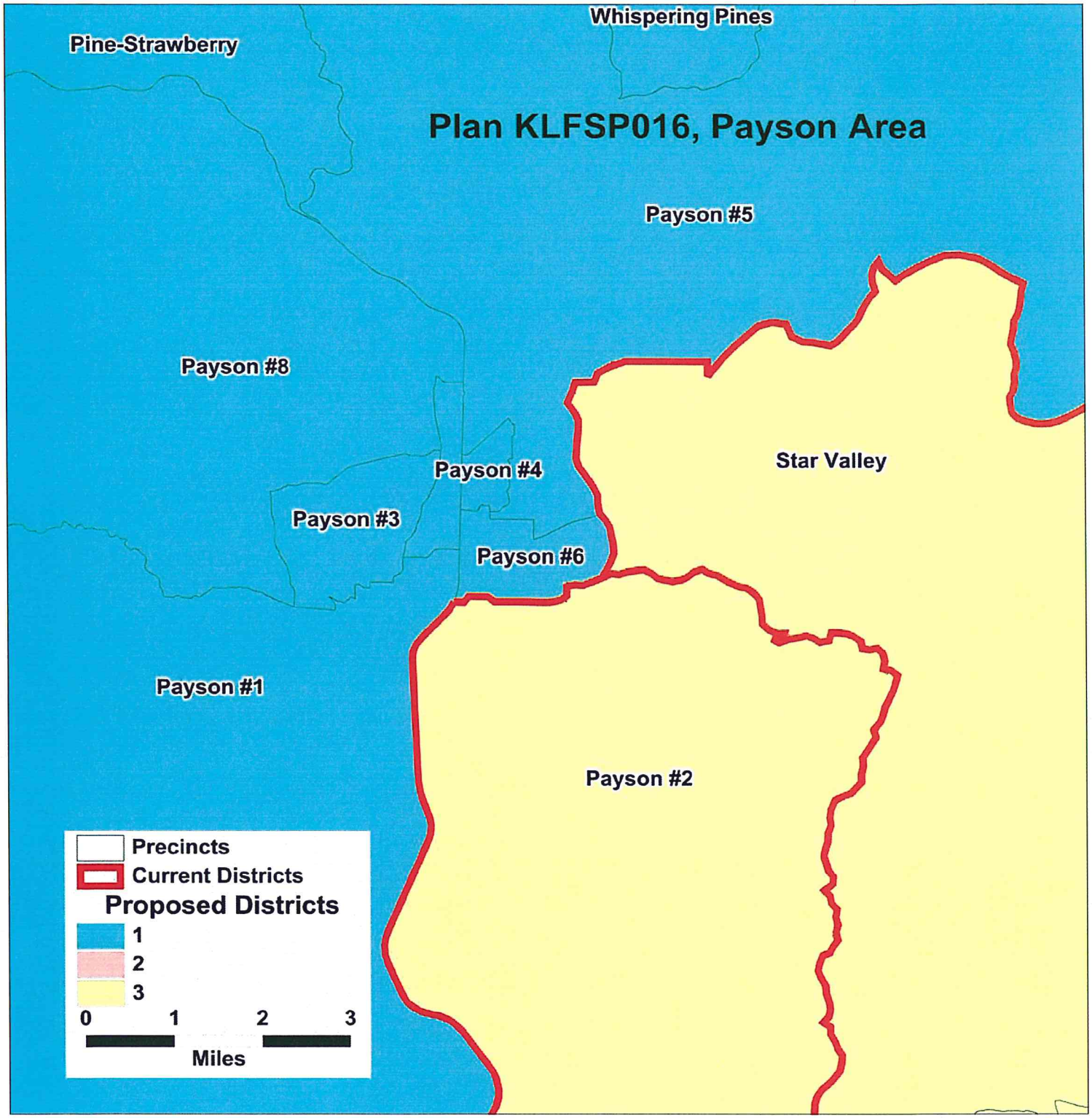
Plan KLFSP016, Payson Area
Whispering Pines
Pine-Strawberry
Payson #5
Payson #8
Star Valley
Payson #4
Payson #3
Payson #6
Payson #1
Payson #2
Precincts
Current Districts
Proposed Districts
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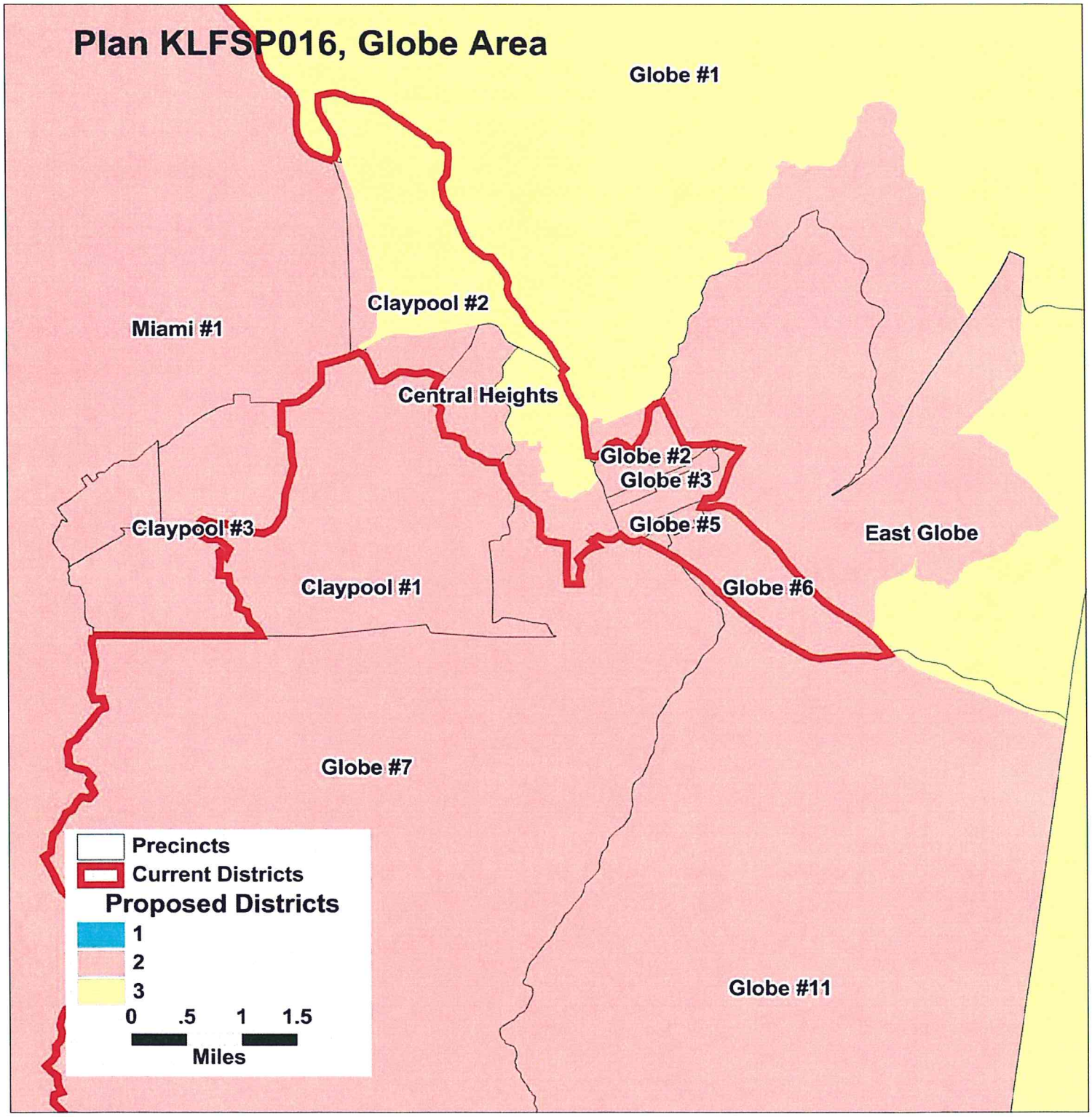
Plan KLFSP016, Globe Area
Globe #1
Claypool #2
Miami #1
Central Heights
Globe #2
Globe #3
Globe #5
East Globe
Claypool #3
Claypool #1
Globe #6
Globe #7
Globe #11
Precincts
Current Districts
Proposed Districts
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Miles

GILA COUNTY SUPERVISORIAL DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
PLAN SUBMITTED BY: K Feezor, RAS Adjustment klf sp016

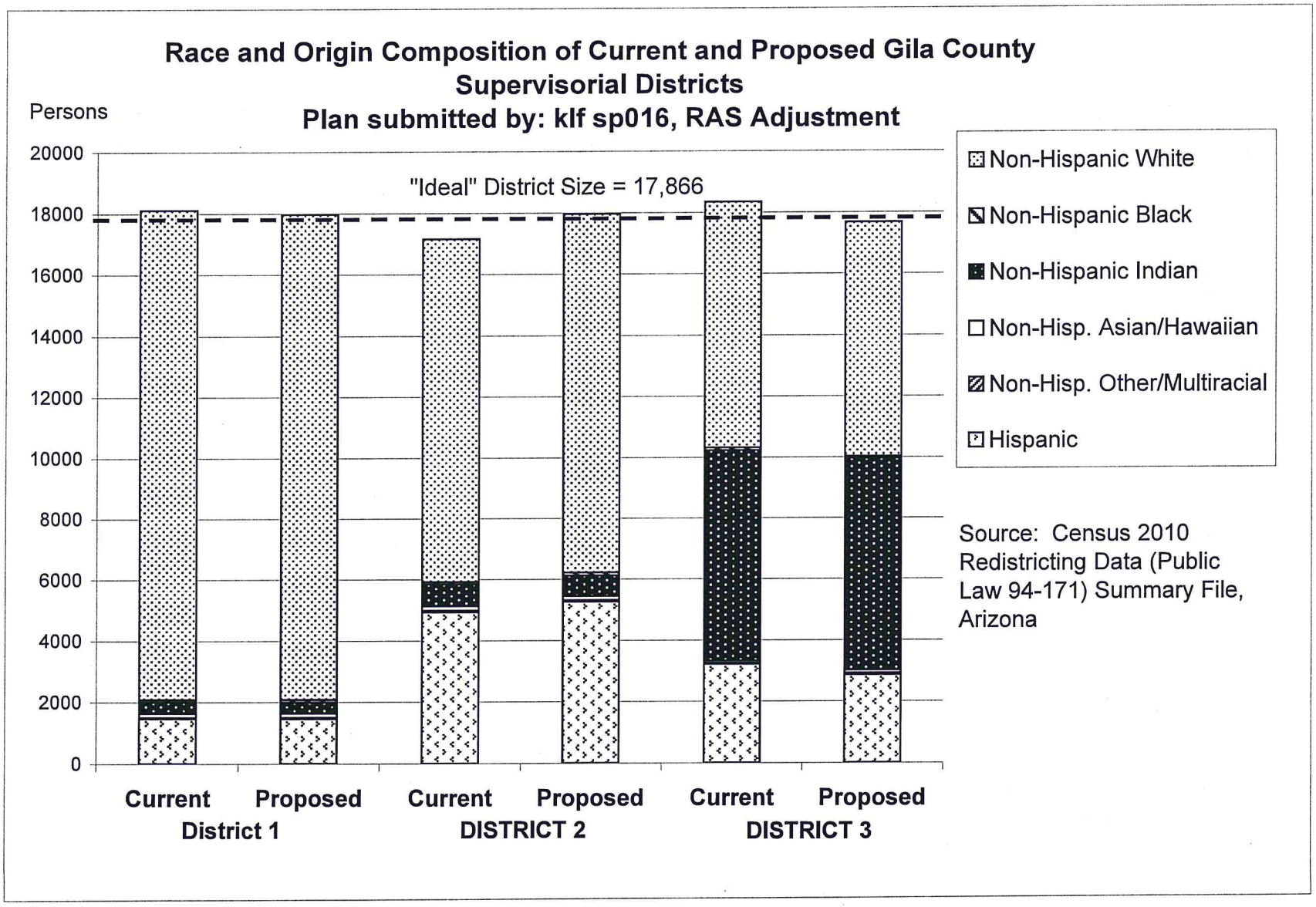
Number:	District 1	District 2	District 3	Total, All Districts
Hispanic, of any race	1,465	5,257	2,866	***9,588***
Non-Hispanic White	15,891	11,751	7,656	***35,298***
Non-Hispanic Black	85	98	65	***248***
Non-Hispanic American Indian	356	677	6,942	***7,975***
Non-Hispanic Asian	114	126	81	***321***
Non-Hispanic Hawaiian	22	5	12	***39***
Non-Hispanic other race	20	24	22	***66***
Non-Hispanic two or more races	13	23	26	***62***
Total Population	***17,966***	***17,961***	***17,670***	***53,597***
Percent:				
Hispanic, of any race	8.15%	29.27%	16.22%	***17.89%***
Non-Hispanic White	88.45%	65.43%	43.33%	***65.86%***
Non-Hispanic Black	0.47%	0.55%	0.37%	***0.46%***
Non-Hispanic American Indian	1.98%	3.77%	39.29%	***14.88%***
Non-Hispanic Asian	0.63%	0.70%	0.46%	***0.60%***
Non-Hispanic Hawaiian	0.12%	0.03%	0.07%	***0.07%***
Non-Hispanic other race	0.11%	0.13%	0.12%	***0.12%***
Non-Hispanic two or more races	0.07%	0.13%	0.15%	***0.12%***
Total Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***
Ideal Population	17,866	17,866	17,866	***Total***
Total Population	17,966	17,961	17,670	***deviation:***
Numeric deviation from Ideal Value	100	95	-196	***296***
Percent deviation from Ideal Value	0.56%	0.53%	-1.10%	***1.66%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

GILA COUNTY SUPERVISORIAL DISTRICTS
VOTING-AGE POPULATION BY RACE AND HISPANIC ORIGIN
PLAN SUBMITTED BY: K Feezor, RAS Adjustment klf sp016

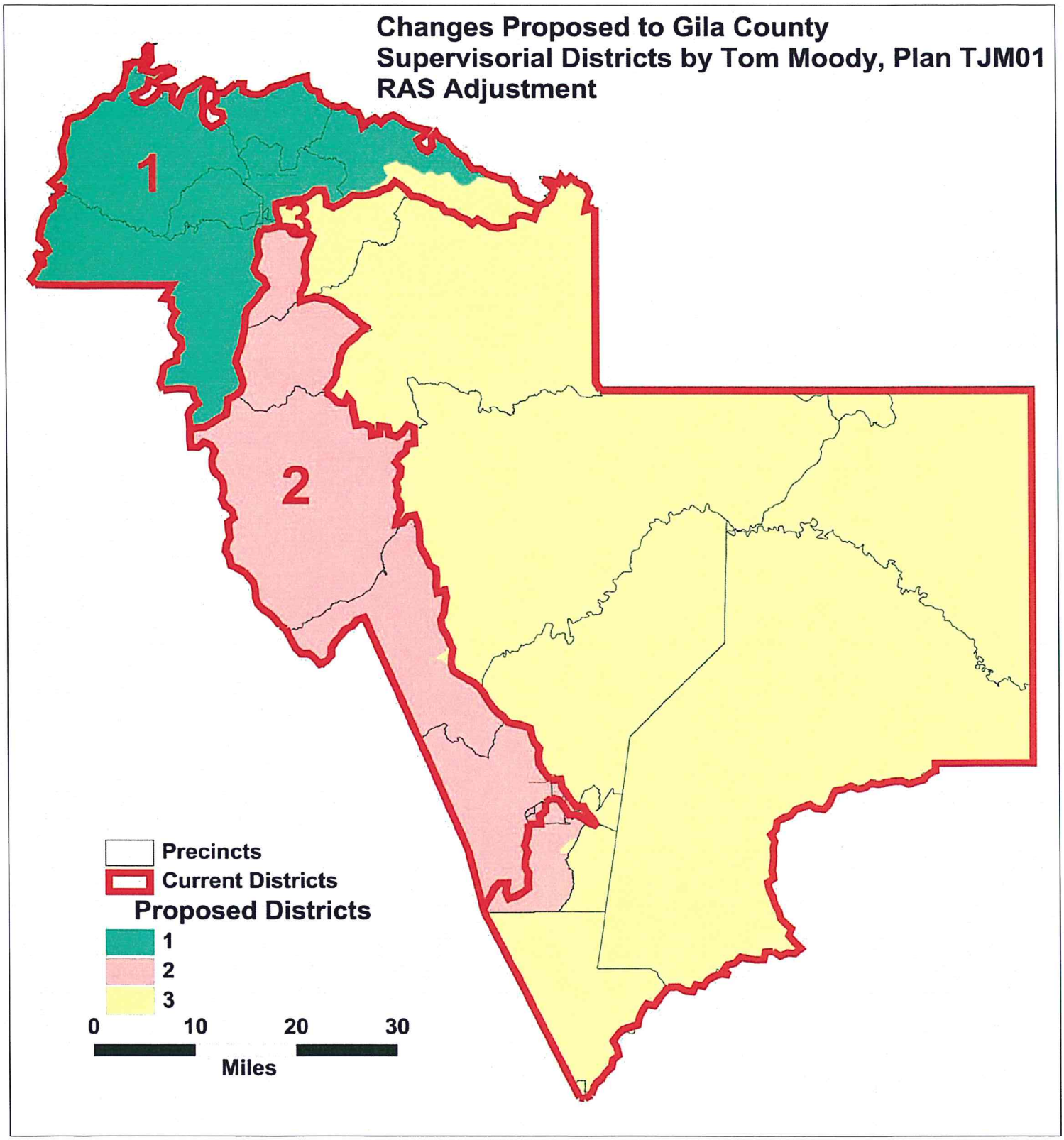
Voting-Age Number:	District 1	District 2	District 3	Total, All Districts
Hispanic, of any race	945	3,629	1,945	***6,519***
Non-Hispanic White	13,682	9,792	6,448	***29,922***
Non-Hispanic Black	47	76	48	***171***
Non-Hispanic American Indian	265	457	4,423	***5,145***
Non-Hispanic Asian	90	97	65	***252***
Non-Hispanic Hawaiian	17	3	10	***30***
Non-Hispanic other race	9	16	19	***44***
Non-Hispanic two or more races	11	16	16	***43***
Voting-Age Population	***15,066***	***14,086***	***12,974***	***42,126***
Voting-Age Percent:				
Hispanic, of any race	6.27%	25.76%	14.99%	***15.48%***
Non-Hispanic White	90.81%	69.52%	49.70%	***71.03%***
Non-Hispanic Black	0.31%	0.54%	0.37%	***0.41%***
Non-Hispanic American Indian	1.76%	3.24%	34.09%	***12.21%***
Non-Hispanic Asian	0.60%	0.69%	0.50%	***0.60%***
Non-Hispanic Hawaiian	0.11%	0.02%	0.08%	***0.07%***
Non-Hispanic other race	0.06%	0.11%	0.15%	***0.10%***
Non-Hispanic two or more races	0.07%	0.11%	0.12%	***0.10%***
Voting-Age Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580


Race and Origin Composition of Current and Proposed Gila County Supervisorial Districts
Plan submitted by: klf sp016, RAS Adjustment
Persons
20000
18000
16000
14000
12000
10000
8000
6000
4000
2000
0
"Ideal" District Size = 17,866
Current
Proposed
District 1
Current
Proposed
DISTRICT 2
Current
Proposed
DISTRICT 3
Non-Hispanic White
Non-Hispanic Black
Non-Hispanic Indian
Non-Hisp. Asian/Hawaiian
Non-Hisp. Other/Multiracial
Hispanic
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary File, Arizona

GILA COUNTY SUPERVISORIAL DISTRICTS
PLAN SUBMITTED BY: K Feezor, RAS Adjustment klf sp016

	Current	Proposed Plan	Change
Population, District 1	18,105	17,966	-139
Population, District 2	17,151	17,961	810
Population, District 3	18,341	17,670	-671
Population deviation, District 1	239	100	
Population deviation, District 2	-715	95	
Population deviation, District 3	475	-196	
Percent deviation, District 1	1.34%	0.56%	
Percent deviation, District 2	-4.00%	0.53%	
Percent deviation, District 3	2.66%	-1.10%	
Total plan deviation, number	1,190	296	
Total plan deviation, percent	6.66%	1.66%	
Percent voting-age Hispanic, District 1	6.23%	6.27%	0.04%
Percent voting-age Hispanic, District 2	24.88%	25.76%	0.88%
Percent voting-age Hispanic, District 3	16.45%	14.99%	-1.46%
Percent V-A Non-Hispanic Native American, District 1	1.75%	1.76%	0.01%
Percent V-A Non-Hispanic Native American, District 2	3.63%	3.24%	-0.39%
Percent V-A Non-Hispanic Native American, District 3	32.77%	34.09%	1.32%
Percent V-A Non-Hispanic Black, District 1	0.31%	0.31%	0.00%
Percent V-A Non-Hispanic Black, District 2	0.46%	0.54%	0.08%
Percent V-A Non-Hispanic Black, District 3	0.46%	0.37%	-0.09%
Percent voting-age total minority residents, District 1	9.13%	9.19%	0.06%
Percent voting-age total minority residents, District 2	30.16%	30.48%	0.32%
Percent voting-age total minority residents, District 3	50.28%	50.30%	0.02%


Changes Proposed to Gila County
Supervisorial Districts by Tom Moody, Plan TJM01
RAS Adjustment
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Precincts
Current Districts
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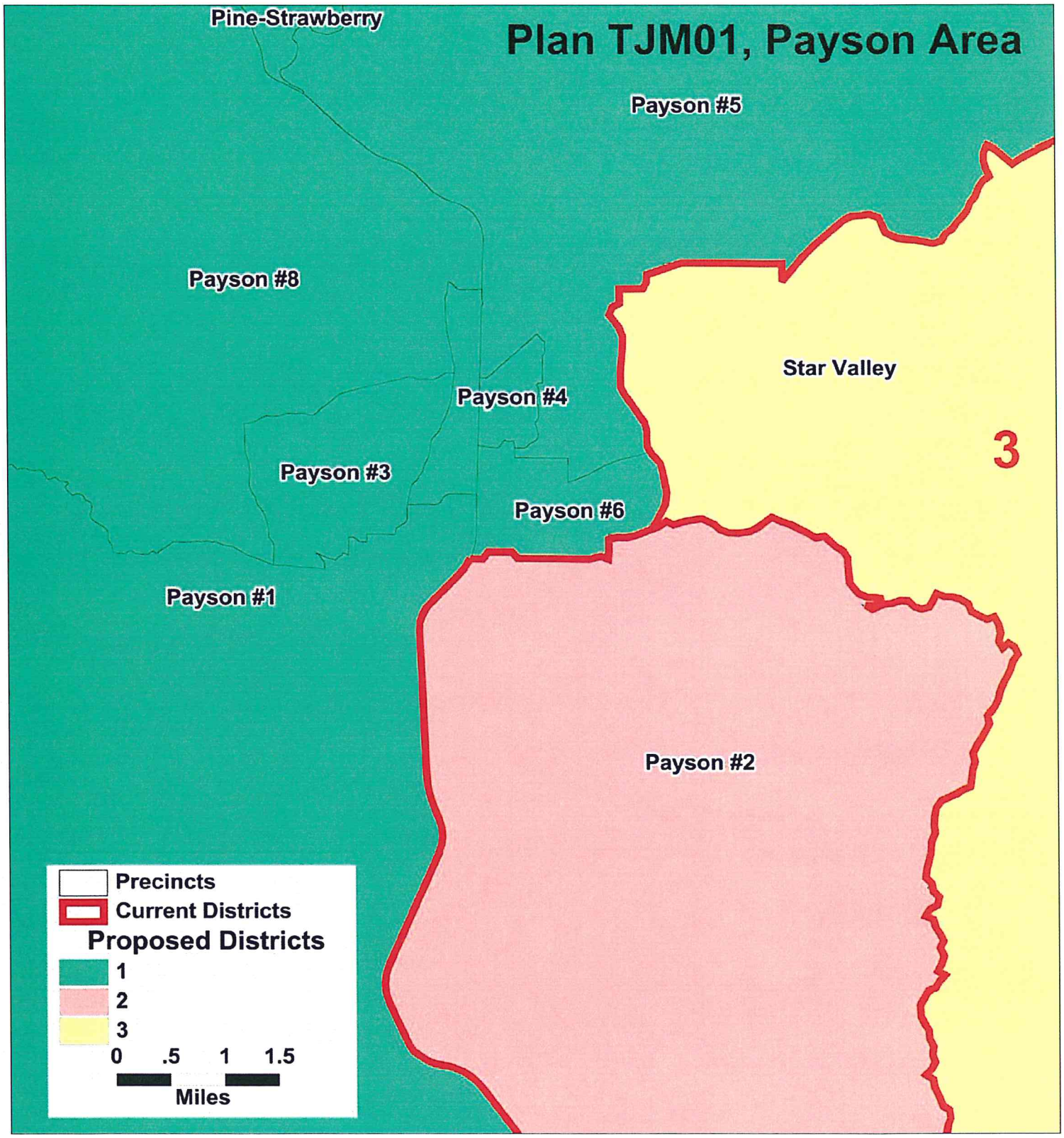
Plan TJM01, Payson Area
Pine-Strawberry
Payson #5
Payson #8
Star Valley
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Payson #2
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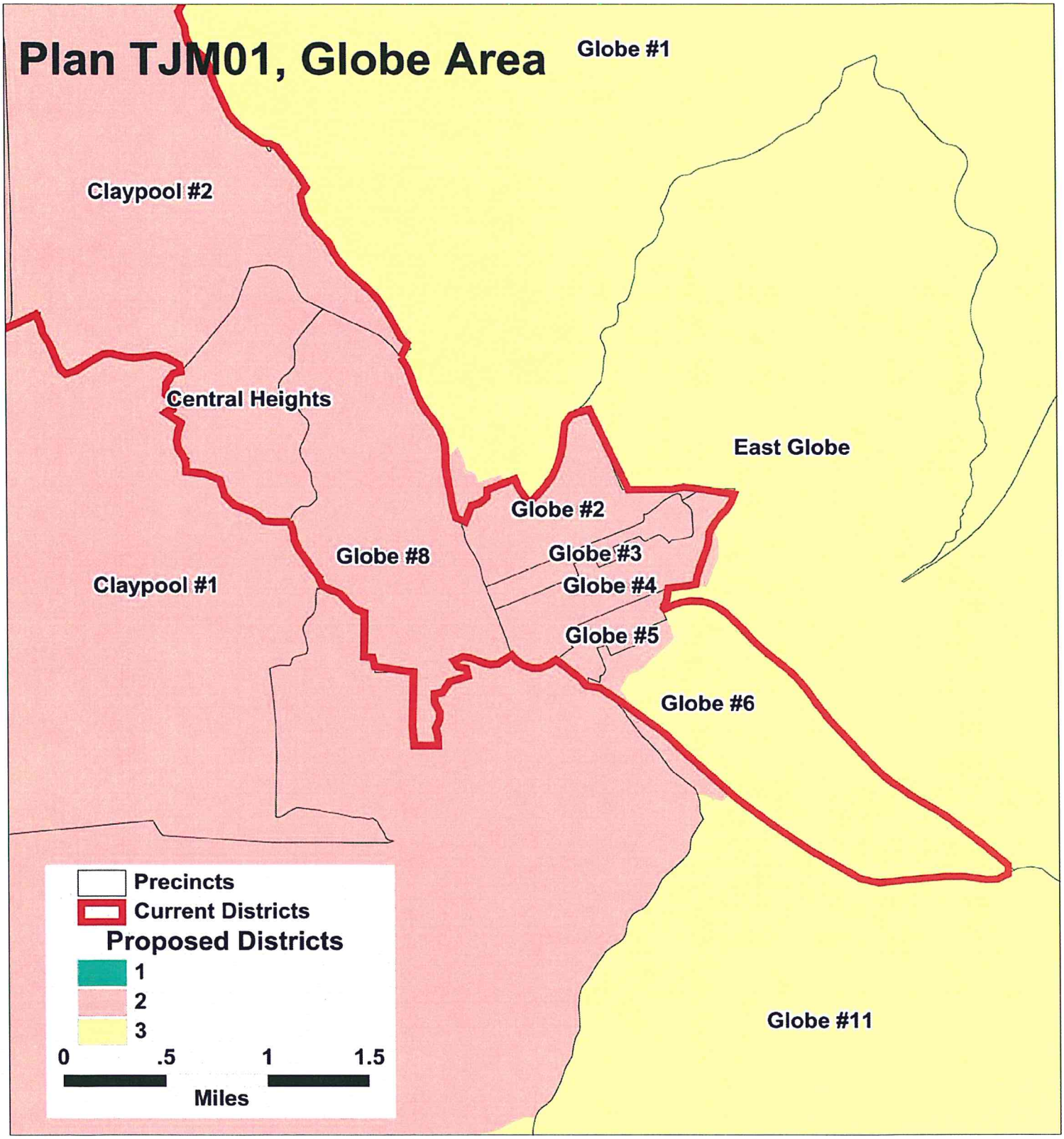
Plan TJM01, Globe Area
Globe #1
Claypool #2
Central Heights
East Globe
Globe #2
Globe #8
Globe #3
Claypool #1
Globe #4
Globe #5
Globe #6
Globe #11
Precincts
Current Districts
Proposed Districts
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Miles

GILA COUNTY SUPERVISORIAL DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
PLAN SUBMITTED BY: Tom Moody, RAS Adjustment TJM01

Number:	District 1	District 2	District 3	Total, All Districts
Hispanic, of any race	1,463	5,178	2,947	***9,588***
Non-Hispanic White	15,799	11,807	7,692	***35,298***
Non-Hispanic Black	83	93	72	***248***
Non-Hispanic American Indian	356	686	6,933	***7,975***
Non-Hispanic Asian	114	128	79	***321***
Non-Hispanic Hawaiian	22	11	6	***39***
Non-Hispanic other race	20	31	15	***66***
Non-Hispanic two or more races	13	21	28	***62***
Total Population	***17,870***	***17,955***	***17,772***	***53,597***
Percent:				
Hispanic, of any race	8.19%	28.84%	16.58%	***17.89%***
Non-Hispanic White	88.41%	65.76%	43.28%	***65.86%***
Non-Hispanic Black	0.46%	0.52%	0.41%	***0.46%***
Non-Hispanic American Indian	1.99%	3.82%	39.01%	***14.88%***
Non-Hispanic Asian	0.64%	0.71%	0.44%	***0.60%***
Non-Hispanic Hawaiian	0.12%	0.06%	0.03%	***0.07%***
Non-Hispanic other race	0.11%	0.17%	0.08%	***0.12%***
Non-Hispanic two or more races	0.07%	0.12%	0.16%	***0.12%***
Total Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***
Ideal Population	17,866	17,866	17,866	***Total***
Total Population	17,870	17,955	17,772	***deviation:***
Numeric deviation from Ideal Value	4	89	-94	***183***
Percent deviation from Ideal Value	0.02%	0.50%	-0.52%	***1.02%***

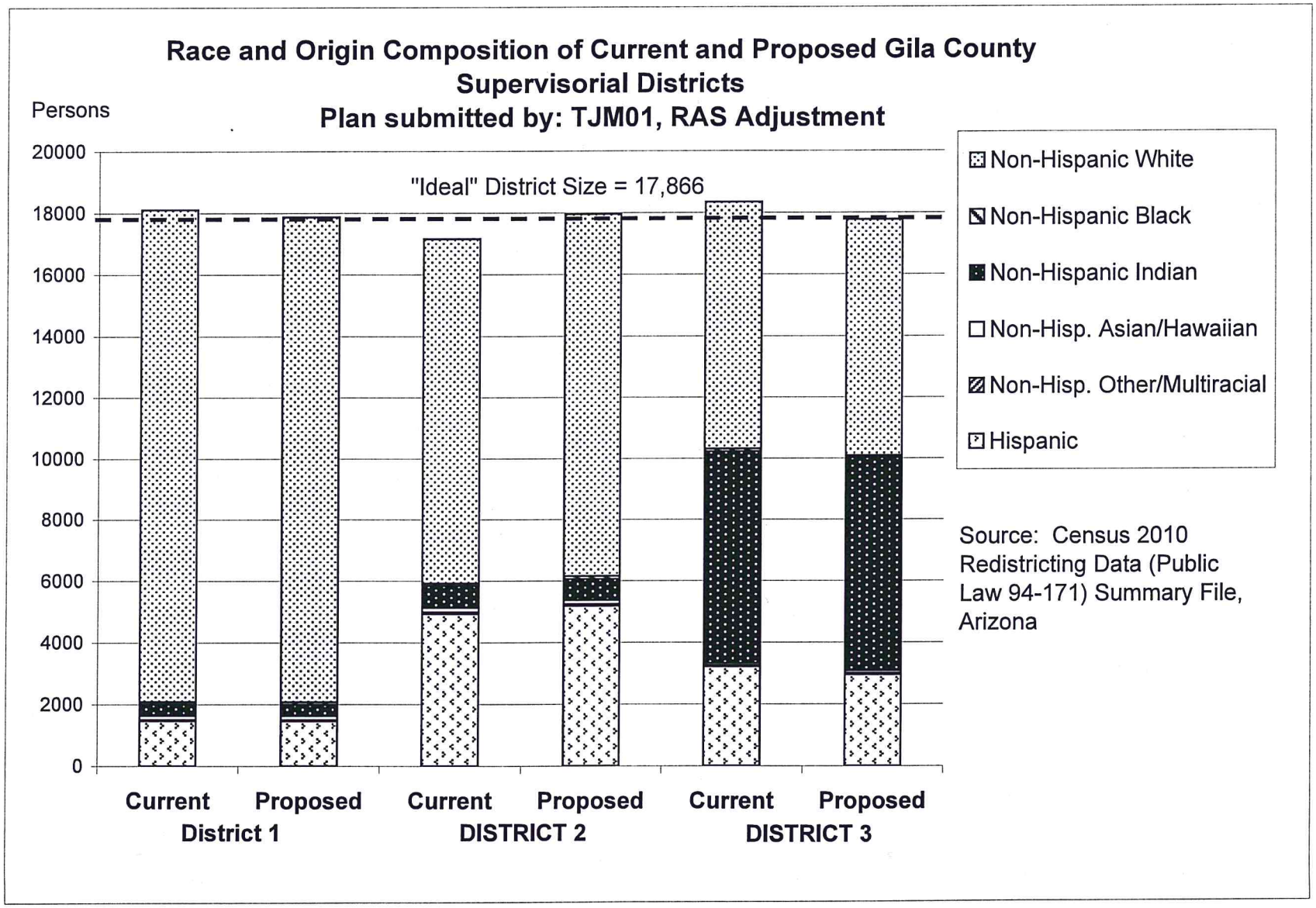
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

GILA COUNTY SUPERVISORIAL DISTRICTS
VOTING-AGE POPULATION BY RACE AND HISPANIC ORIGIN
PLAN SUBMITTED BY: Tom Moody, RAS Adjustment TJM01

Voting-Age Number:	District 1	District 2	District 3	Total, All Districts
Hispanic, of any race	943	3,544	2,032	***6,519***
Non-Hispanic White	13,601	9,794	6,527	***29,922***
Non-Hispanic Black	46	69	56	***171***
Non-Hispanic American Indian	265	463	4,417	***5,145***
Non-Hispanic Asian	90	98	64	***252***
Non-Hispanic Hawaiian	17	8	5	***30***
Non-Hispanic other race	9	23	12	***44***
Non-Hispanic two or more races	11	15	17	***43***
Voting-Age Population	***14,982***	***14,014***	***13,130***	***42,126***

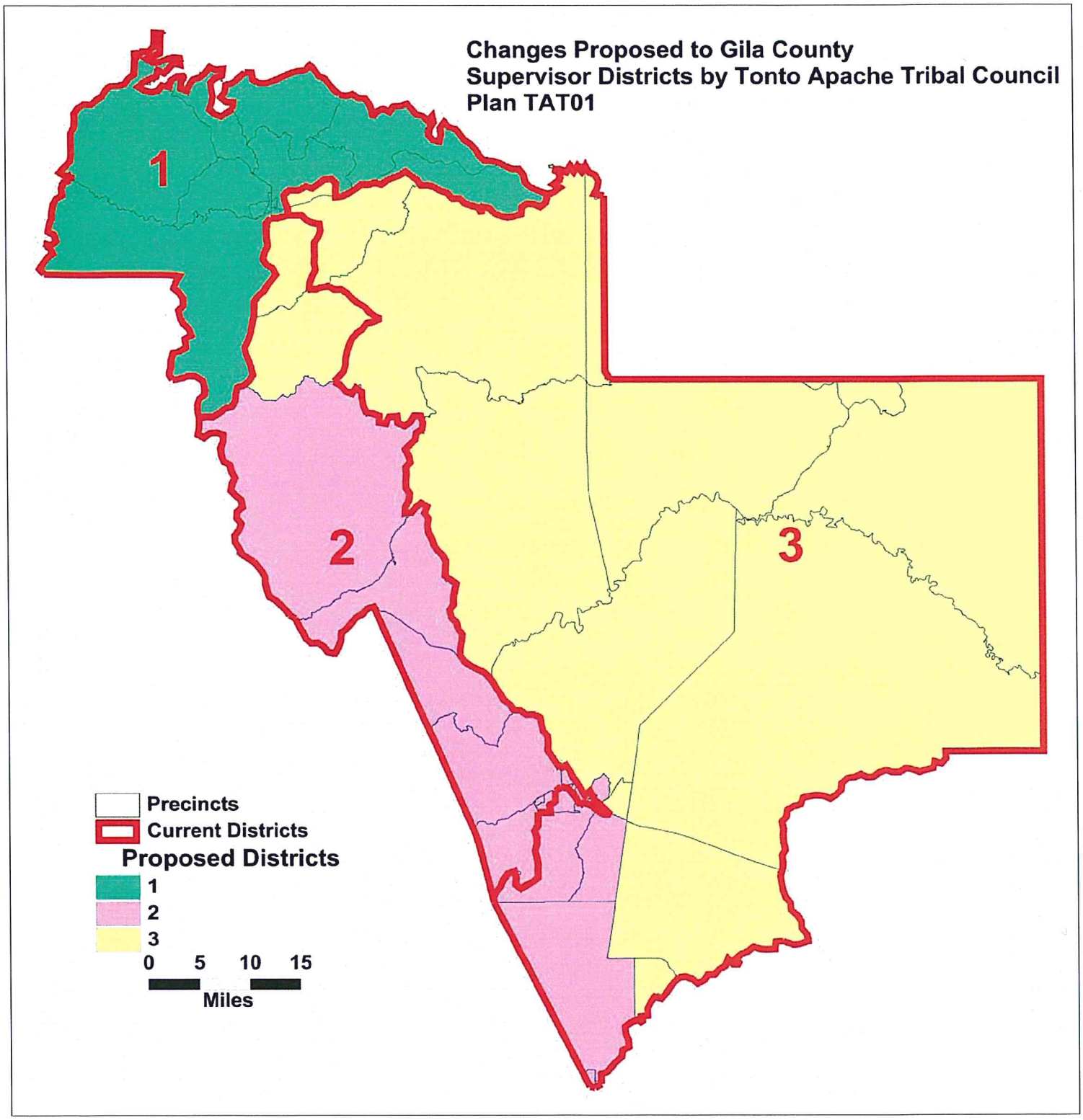
Voting-Age Percent:				
Hispanic, of any race	6.29%	25.29%	15.48%	***15.48%***
Non-Hispanic White	90.78%	69.89%	49.71%	***71.03%***
Non-Hispanic Black	0.31%	0.49%	0.43%	***0.41%***
Non-Hispanic American Indian	1.77%	3.30%	33.64%	***12.21%***
Non-Hispanic Asian	0.60%	0.70%	0.49%	***0.60%***
Non-Hispanic Hawaiian	0.11%	0.06%	0.04%	***0.07%***
Non-Hispanic other race	0.06%	0.16%	0.09%	***0.10%***
Non-Hispanic two or more races	0.07%	0.11%	0.13%	***0.10%***
Voting-Age Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580


Race and Origin Composition of Current and Proposed Gila County Supervisorial Districts
Plan submitted by: TJM01, RAS Adjustment
Persons
20000
18000
16000
14000
12000
10000
8000
6000
4000
2000
0
"Ideal" District Size = 17,866
Current
Proposed
District 1
Current
Proposed
DISTRICT 2
Current
Proposed
DISTRICT 3
Non-Hispanic White
Non-Hispanic Black
Non-Hispanic Indian
Non-Hisp. Asian/Hawaiian
Non-Hisp. Other/Multiracial
Hispanic
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary File, Arizona

GILA COUNTY SUPERVISORIAL DISTRICTS
PLAN SUBMITTED BY: Tom Moody, RAS Adjustment TJM01

	Current	Proposed Plan	Change
Population, District 1	18,105	17,870	-235
Population, District 2	17,151	17,955	804
Population, District 3	18,341	17,772	-569
Population deviation, District 1	239	4	
Population deviation, District 2	-715	89	
Population deviation, District 3	475	-94	
Percent deviation, District 1	1.34%	0.02%	
Percent deviation, District 2	-4.00%	0.50%	
Percent deviation, District 3	2.66%	-0.52%	
Total plan deviation, number	1,190	183	
Total plan deviation, percent	6.66%	1.02%	
Percent voting-age Hispanic, District 1	6.23%	6.29%	0.06%
Percent voting-age Hispanic, District 2	24.88%	25.29%	0.41%
Percent voting-age Hispanic, District 3	16.45%	15.48%	-0.97%
Percent V-A Non-Hispanic Native American, District 1	1.75%	1.77%	0.02%
Percent V-A Non-Hispanic Native American, District 2	3.63%	3.30%	-0.33%
Percent V-A Non-Hispanic Native American, District 3	32.77%	33.64%	0.87%
Percent V-A Non-Hispanic Black, District 1	0.31%	0.31%	0.00%
Percent V-A Non-Hispanic Black, District 2	0.46%	0.49%	0.03%
Percent V-A Non-Hispanic Black, District 3	0.46%	0.43%	-0.03%
Percent voting-age total minority residents, District 1	9.13%	9.22%	0.09%
Percent voting-age total minority residents, District 2	30.16%	30.11%	-0.05%
Percent voting-age total minority residents, District 3	50.28%	50.29%	0.01%


Changes Proposed to Gila County
Supervisor Districts by Tonto Apache Tribal Council
Plan TAT01
1
2
3
Precincts
Current Districts
Proposed Districts
1
2
3
0 5 10 15
Miles

Plan TAT01, Payson Area
Zane Grey
Pine-Strawberry
Payson #5
Payson #8
Payson #4
Payson #3
Payson #6
Star Valley
Payson #1
Payson #2
Young
Voting District
Current Districts
Proposed Districts
1
2
3
0
1
2
3
Miles

Plan TAT01, Globe Area
Globe #1
Claypool #2
Miami #1
Central Heights
Globe #2
Globe #8
Globe #3
Globe #4
Miami #3
Globe #5
East Globe
Claypool #3
Claypool #1
Globe #6
Globe #7
Globe #11
Voting District
Current Districts
Proposed Districts
1
2
3
0
.5
1
1.5
Miles

GILA COUNTY SUPERVISORIAL DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
PLAN SUBMITTED BY: Tonto Apache Tribal Council, Plan TAT01

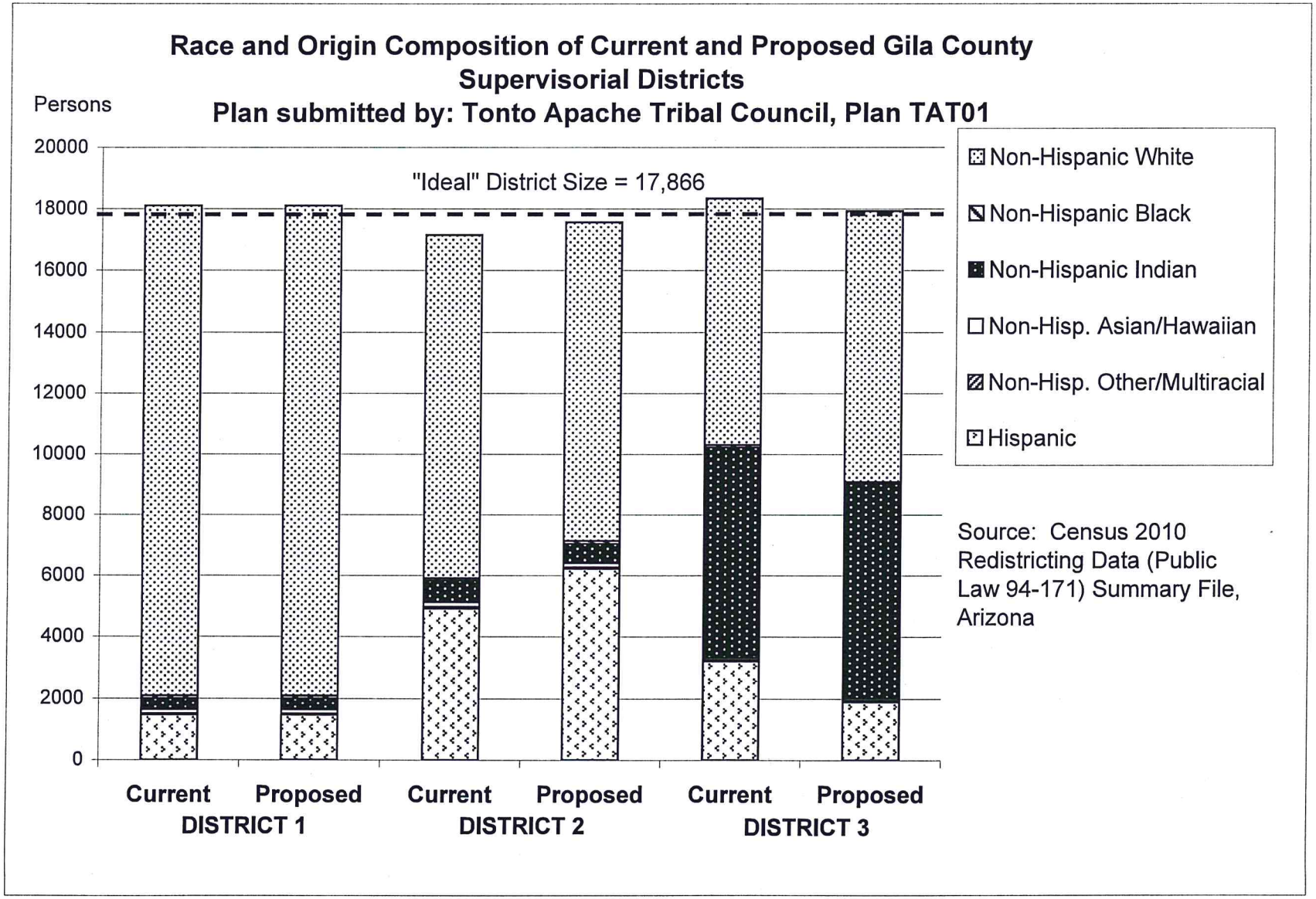
Number:	District 1	District 2	District 3	Total, All Districts
Hispanic, of any race	1,467	6,226	1,895	***9,588***
Non-Hispanic White	16,025	10,424	8,849	***35,298***
Non-Hispanic Black	87	96	65	***248***
Non-Hispanic American Indian	357	629	6,989	***7,975***
Non-Hispanic Asian	114	127	80	***321***
Non-Hispanic Hawaiian	22	11	6	***39***
Non-Hispanic other race	20	25	21	***66***
Non-Hispanic two or more races	13	24	25	***62***
Total Population	***18,105***	***17,562***	***17,930***	***53,597***
Percent:				
Hispanic, of any race	8.10%	35.45%	10.57%	***17.89%***
Non-Hispanic White	88.51%	59.36%	49.35%	***65.86%***
Non-Hispanic Black	0.48%	0.55%	0.36%	***0.46%***
Non-Hispanic American Indian	1.97%	3.58%	38.98%	***14.88%***
Non-Hispanic Asian	0.63%	0.72%	0.45%	***0.60%***
Non-Hispanic Hawaiian	0.12%	0.06%	0.03%	***0.07%***
Non-Hispanic other race	0.11%	0.14%	0.12%	***0.12%***
Non-Hispanic two or more races	0.07%	0.14%	0.14%	***0.12%***
Total Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***
Ideal Population	17,866	17,866	17,866	***Total***
Total Population	18,105	17,562	17,930	***deviation:***
Numeric deviation from Ideal Value	239	-304	64	***543***
Percent deviation from Ideal Value	1.34%	-1.70%	0.36%	***3.04%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

GILA COUNTY SUPERVISORIAL DISTRICTS
VOTING-AGE POPULATION BY RACE AND HISPANIC ORIGIN
PLAN SUBMITTED BY: Tonto Apache Tribal Council, Plan TAT01

Voting-Age Number:	District 1	District 2	District 3	Total, All Districts
Hispanic, of any race	947	4,331	1,241	***6,519***
Non-Hispanic White	13,806	8,643	7,473	***29,922***
Non-Hispanic Black	47	69	55	***171***
Non-Hispanic American Indian	266	422	4,457	***5,145***
Non-Hispanic Asian	90	103	59	***252***
Non-Hispanic Hawaiian	17	8	5	***30***
Non-Hispanic other race	9	18	17	***44***
Non-Hispanic two or more races	11	16	16	***43***
Voting-Age Population	***15,193***	***13,610***	***13,323***	***42,126***
Voting-Age Percent:				
Hispanic, of any race	6.23%	31.82%	9.31%	***15.48%***
Non-Hispanic White	90.87%	63.50%	56.09%	***71.03%***
Non-Hispanic Black	0.31%	0.51%	0.41%	***0.41%***
Non-Hispanic American Indian	1.75%	3.10%	33.45%	***12.21%***
Non-Hispanic Asian	0.59%	0.76%	0.44%	***0.60%***
Non-Hispanic Hawaiian	0.11%	0.06%	0.04%	***0.07%***
Non-Hispanic other race	0.06%	0.13%	0.13%	***0.10%***
Non-Hispanic two or more races	0.07%	0.12%	0.12%	***0.10%***
Voting-Age Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580


Race and Origin Composition of Current and Proposed Gila County Supervisorial Districts
Plan submitted by: Tonto Apache Tribal Council, Plan TAT01
Persons
20000
18000
16000
14000
12000
10000
8000
6000
4000
2000
0
"Ideal" District Size = 17,866
Current
Proposed
DISTRICT 1
Current
Proposed
DISTRICT 2
Current
Proposed
DISTRICT 3
Non-Hispanic White
Non-Hispanic Black
Non-Hispanic Indian
Non-Hisp. Asian/Hawaiian
Non-Hisp. Other/Multiracial
Hispanic
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary File, Arizona

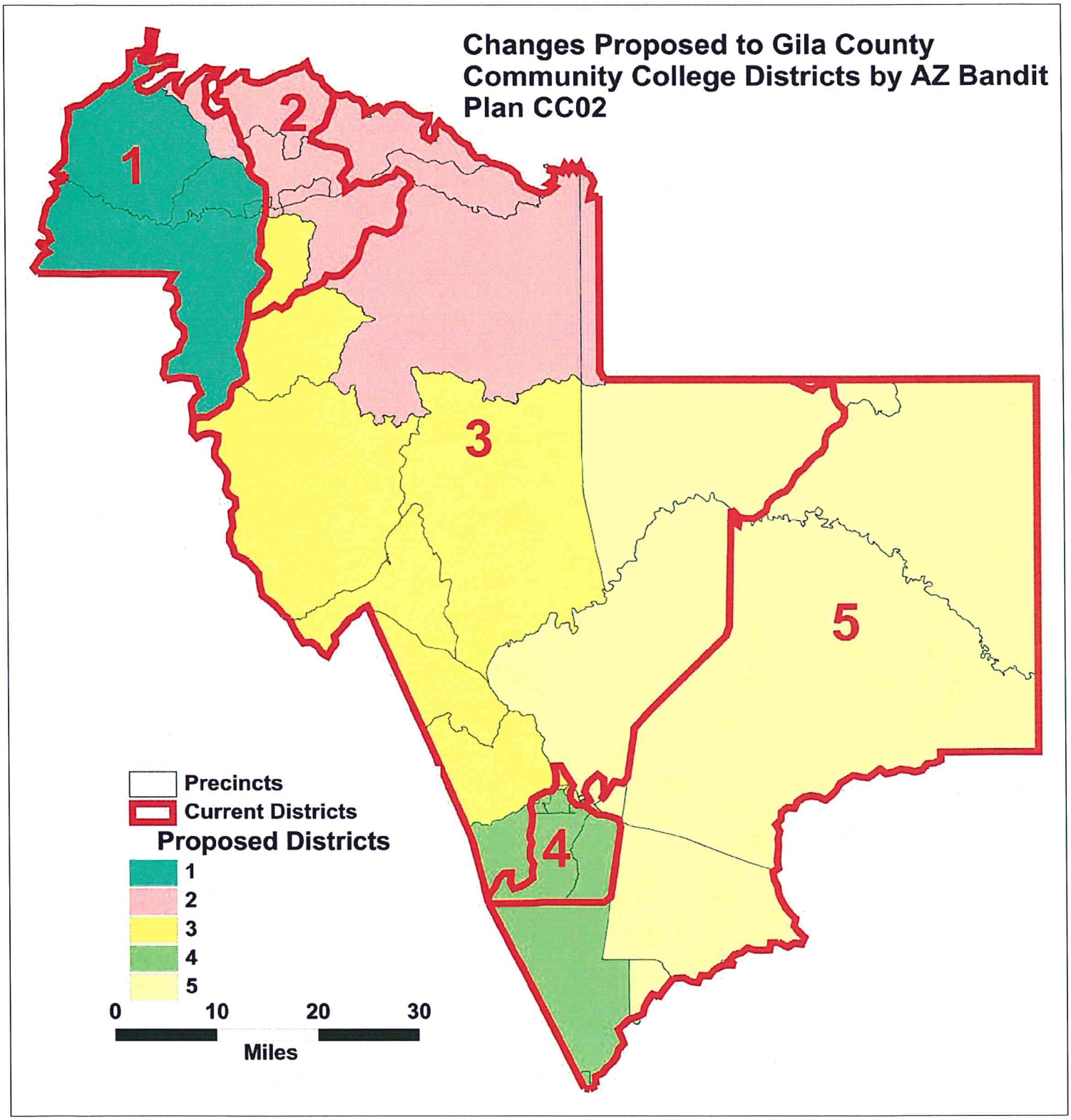
GILA COUNTY SUPERVISORIAL DISTRICTS
PLAN SUBMITTED BY: Tonto Apache Tribal Council, Plan TAT01

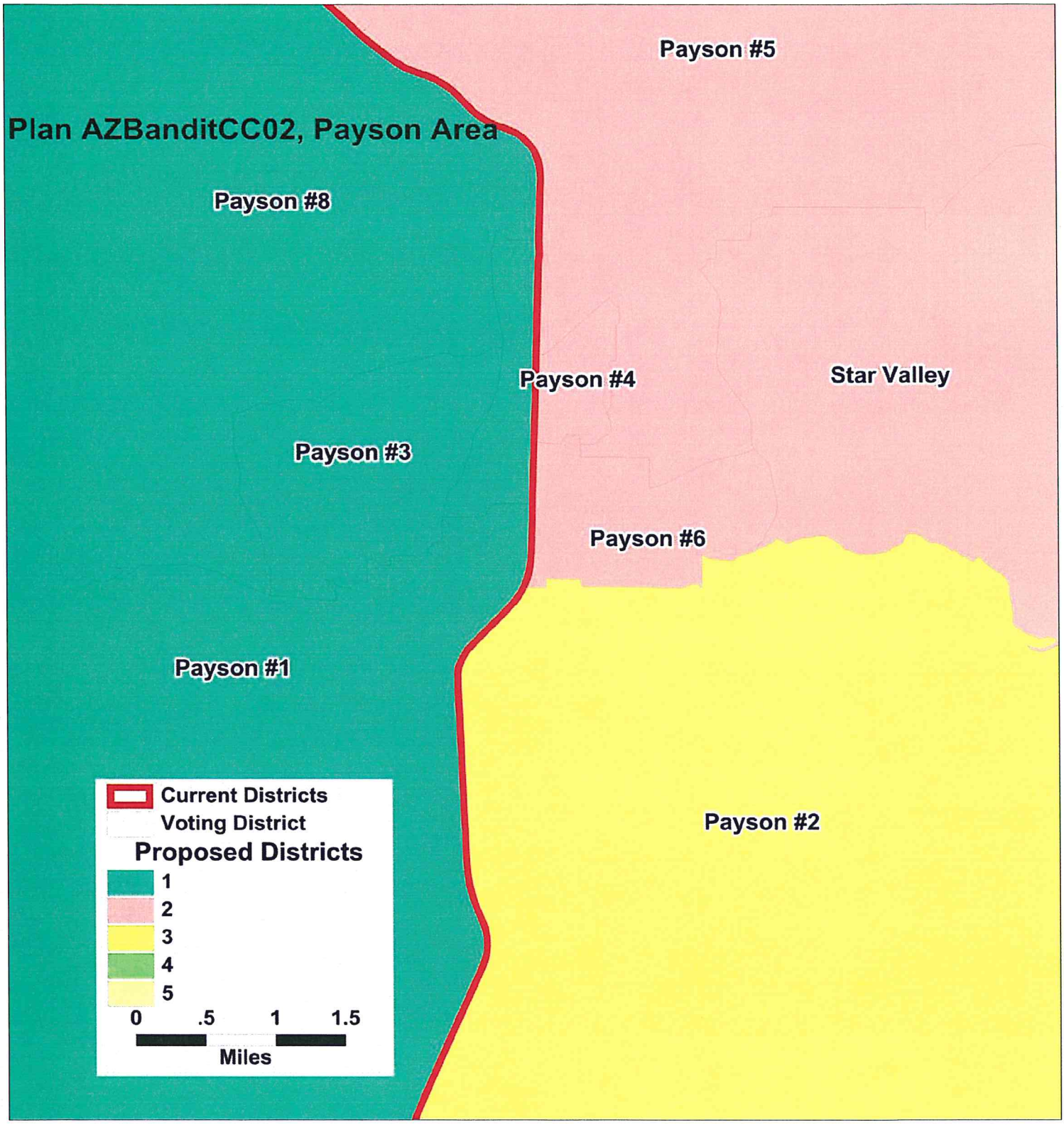
	Current	Proposed Plan	Change
Population, District 1	18,105	18,105	0
Population, District 2	17,151	17,562	411
Population, District 3	18,341	17,930	-411
Population deviation, District 1	239	239	
Population deviation, District 2	-715	-304	
Population deviation, District 3	475	64	
Percent deviation, District 1	1.34%	1.34%	
Percent deviation, District 2	-4.00%	-1.70%	
Percent deviation, District 3	2.66%	0.36%	
Total plan deviation, number	1,190	543	
Total plan deviation, percent	6.66%	3.04%	
Percent voting-age Hispanic, District 1	6.23%	6.23%	0.00%
Percent voting-age Hispanic, District 2	24.88%	31.82%	6.94%
Percent voting-age Hispanic, District 3	16.45%	9.31%	-7.14%
Percent V-A Non-Hispanic Native American, District 1	1.75%	1.75%	0.00%
Percent V-A Non-Hispanic Native American, District 2	3.63%	3.10%	-0.53%
Percent V-A Non-Hispanic Native American, District 3	32.77%	33.45%	0.68%
Percent V-A Non-Hispanic Black, District 1	0.31%	0.31%	0.00%
Percent V-A Non-Hispanic Black, District 2	0.46%	0.51%	0.05%
Percent V-A Non-Hispanic Black, District 3	0.46%	0.41%	-0.05%
Percent voting-age total minority residents, District 1	9.13%	9.13%	0.00%
Percent voting-age total minority residents, District 2	30.16%	36.50%	6.34%
Percent voting-age total minority residents, District 3	50.28%	43.91%	-6.37%

Consultant's Review Comments:

This plan reduces the total population deviation by more than half, bringing the total deviation to just over 3%.

The 6 percentage point increase in voting-age minority proportion in District 2 bolsters that district's demonstrated ability to elect candidates favored by minority voters. Under this plan, the voting-age Native American proportion in District 3 also rises, but further analysis will be needed to determine whether District 3's minority populations will continue to be able to elect candidates of their choice. This plan has a lot of potential; a good starting point.


Changes Proposed to Gila County Community College Districts by AZ Bandit Plan CC02
1
2
3
4
5
Precincts
Current Districts
Proposed Districts
1
2
3
4
5
0
10
20
30
Miles


Plan AZBanditCC02, Payson Area
Payson #5
Payson #8
Payson #4
Star Valley
Payson #3
Payson #6
Payson #1
Payson #2
Current Districts
Voting District
Proposed Districts
1
2
3
4
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0
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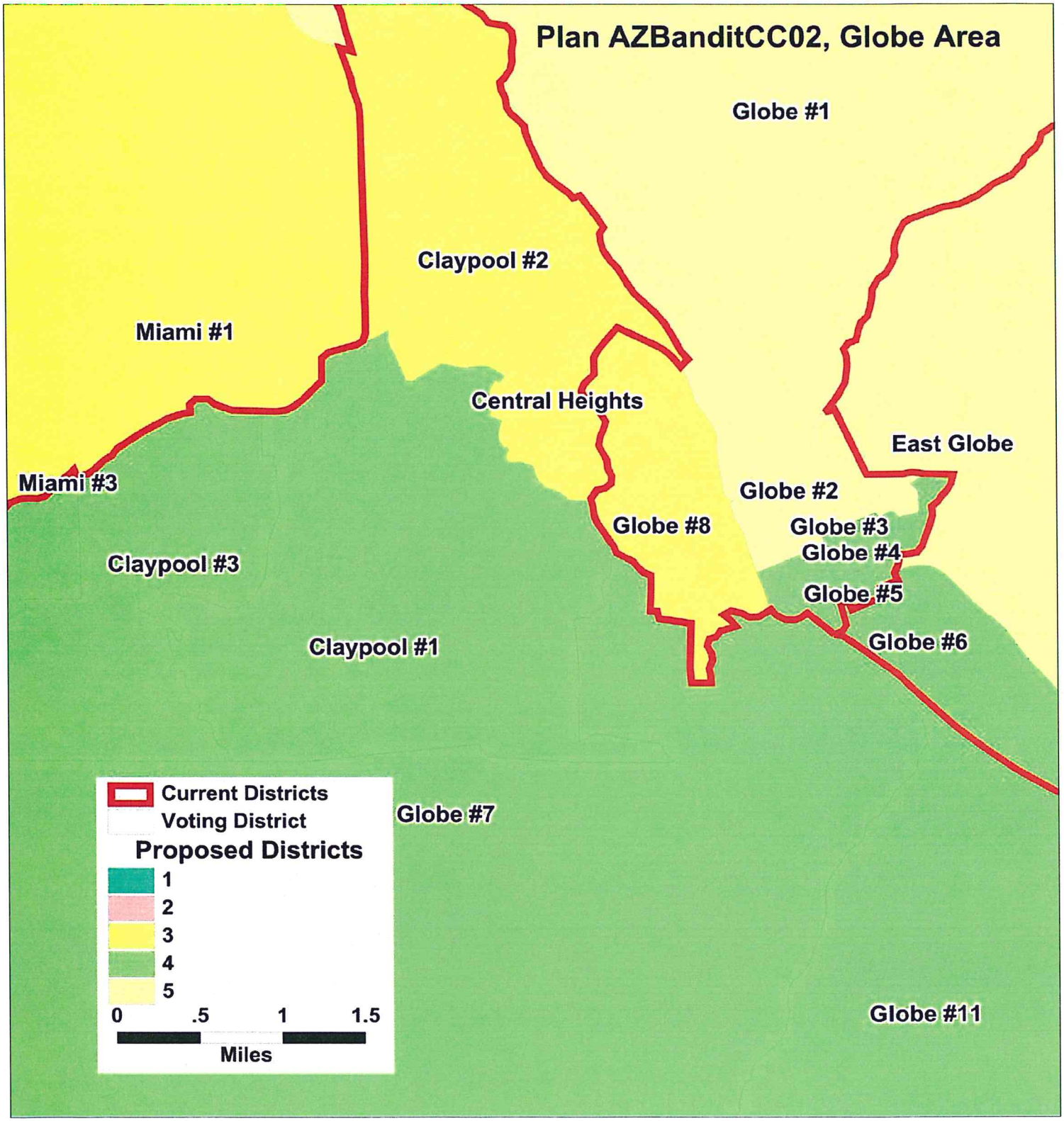
1.5
Miles


Plan AZBanditCC02, Globe Area
Globe #1
Claypool #2
Miami #1
Central Heights
East Globe
Miami #3
Globe #2
Globe #8
Globe #3
Globe #4
Claypool #3
Globe #5
Claypool #1
Globe #6
Current Districts
Voting District
Proposed Districts
1
2
3
4
5
0
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1
1.5
Miles
Globe #7
Globe #11

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
PLAN SUBMITTED BY: AZ Bandit, Plan CC02

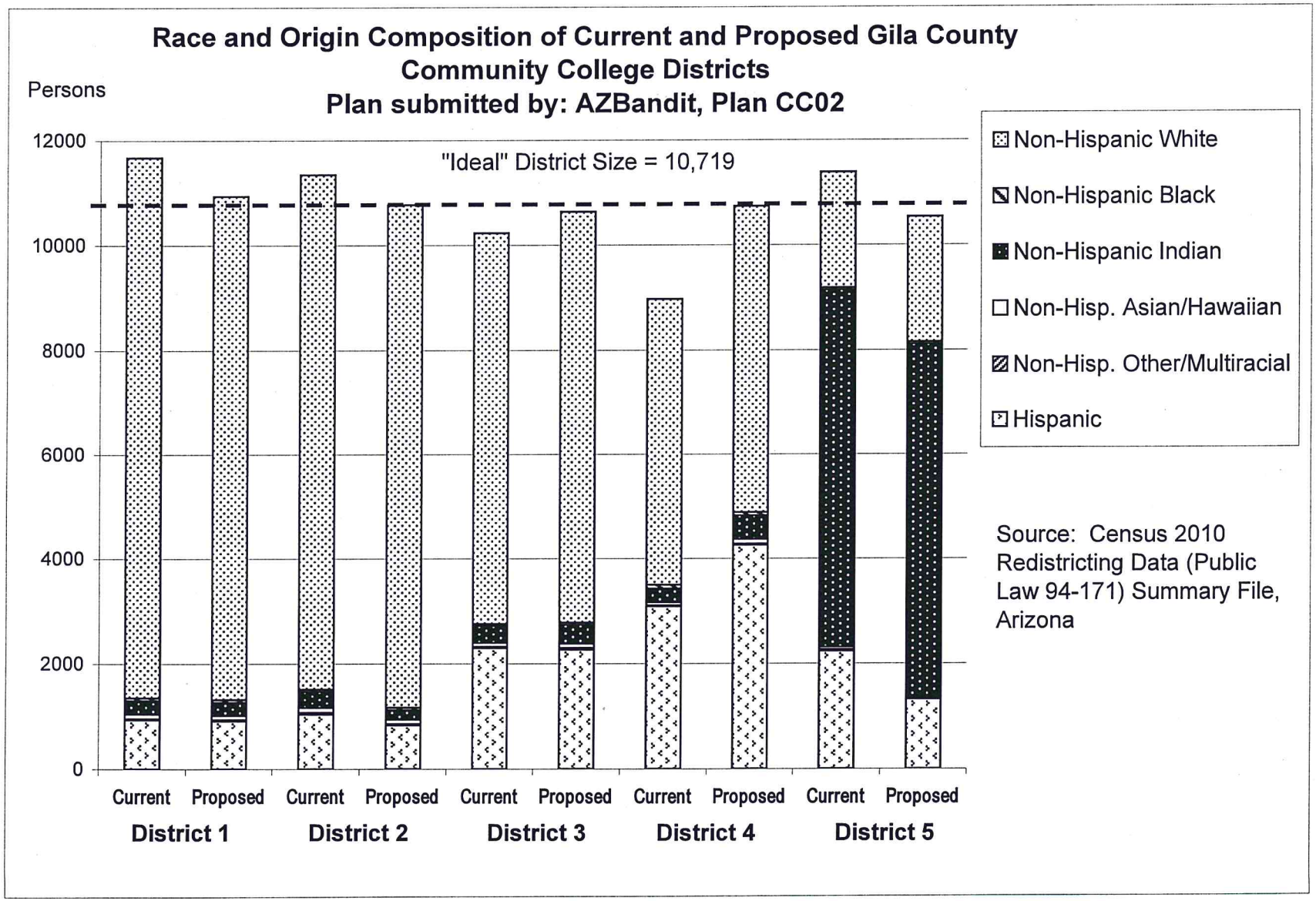
Number:	District 1	District 2	District 3	District 4	District 5	Total, All Districts
Hispanic, of any race	915	834	2,262	4,253	1,324	***9,588***
Non-Hispanic White	9,611	9,600	7,856	5,851	2,380	***35,298***
Non-Hispanic Black	55	46	45	59	43	***248***
Non-Hispanic American Indian	247	179	356	458	6,735	***7,975***
Non-Hispanic Asian	66	71	72	84	28	***321***
Non-Hispanic Hawaiian	13	14	10	2	0	***39***
Non-Hispanic other race	15	12	18	14	7	***66***
Non-Hispanic two or more races	8	11	13	14	16	***62***
Total Population	***10,930***	***10,767***	***10,632***	***10,735***	***10,533***	***53,597***
Percent:						
Hispanic, of any race	8.37%	7.75%	21.28%	39.62%	12.57%	***17.89%***
Non-Hispanic White	87.93%	89.16%	73.89%	54.50%	22.60%	***65.86%***
Non-Hispanic Black	0.50%	0.43%	0.42%	0.55%	0.41%	***0.46%***
Non-Hispanic American Indian	2.26%	1.66%	3.35%	4.27%	63.94%	***14.88%***
Non-Hispanic Asian	0.60%	0.66%	0.68%	0.78%	0.27%	***0.60%***
Non-Hispanic Hawaiian	0.12%	0.13%	0.09%	0.02%	0.00%	***0.07%***
Non-Hispanic other race	0.14%	0.11%	0.17%	0.13%	0.07%	***0.12%***
Non-Hispanic two or more races	0.07%	0.10%	0.12%	0.13%	0.15%	***0.12%***
Total Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***
Ideal Population	10,719	10,719	10,719	10,719	10,719	***Total***
Total Population	10,930	10,767	10,632	10,735	10,533	***deviation:***
Numeric deviation from Ideal Value	211	48	-87	16	-186	***397***
Percent deviation from Ideal Value	1.96%	0.44%	-0.82%	0.15%	-1.74%	***3.70%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
VOTING-AGE POPULATIONS BY RACE AND HISPANIC ORIGIN
PLAN SUBMITTED BY: AZ Bandit, Plan CC02

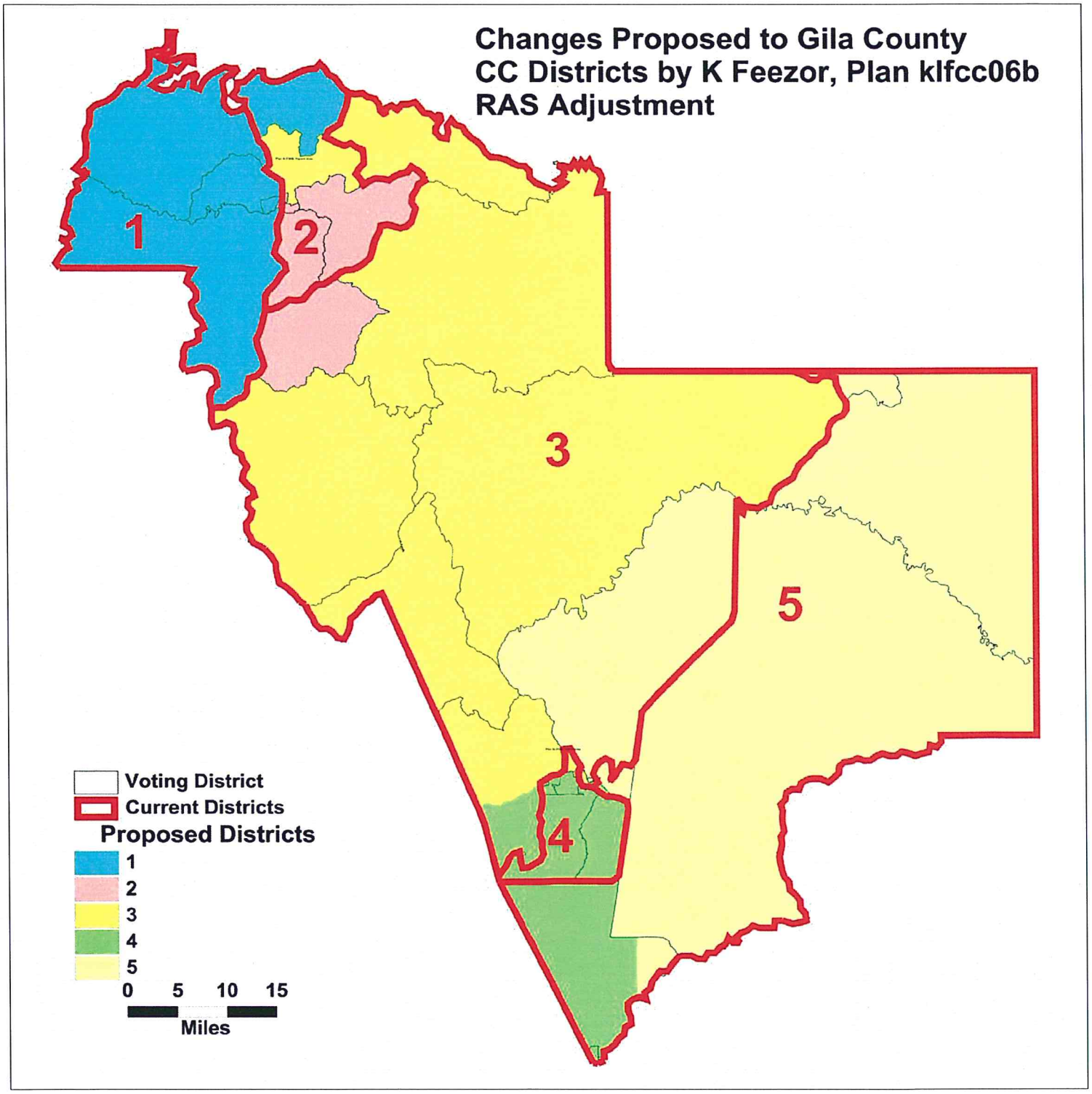
Voting-Age Number:	District 1	District 2	District 3	District 4	District 5	Total, All Districts
Hispanic, of any race	564	554	1,538	2,971	892	***6,519***
Non-Hispanic White	8,254	8,276	6,661	4,725	2,006	***29,922***
Non-Hispanic Black	33	21	37	38	42	***171***
Non-Hispanic American Indian	183	138	240	316	4,268	***5,145***
Non-Hispanic Asian	52	55	61	66	18	***252***
Non-Hispanic Hawaiian	8	13	8	1	0	***30***
Non-Hispanic other race	6	9	16	8	5	***44***
Non-Hispanic two or more races	6	9	8	9	11	***43***
Voting-Age Population	***9,106***	***9,075***	***8,569***	***8,134***	***7,242***	***42,126***
Voting-Age Percent:						
Hispanic, of any race	6.19%	6.10%	17.95%	36.53%	12.32%	***15.48%***
Non-Hispanic White	90.64%	91.20%	77.73%	58.09%	27.70%	***71.03%***
Non-Hispanic Black	0.36%	0.23%	0.43%	0.47%	0.58%	***0.41%***
Non-Hispanic American Indian	2.01%	1.52%	2.80%	3.88%	58.93%	***12.21%***
Non-Hispanic Asian	0.57%	0.61%	0.71%	0.81%	0.25%	***0.60%***
Non-Hispanic Hawaiian	0.09%	0.14%	0.09%	0.01%	0.00%	***0.07%***
Non-Hispanic other race	0.07%	0.10%	0.19%	0.10%	0.07%	***0.10%***
Non-Hispanic two or more races	0.07%	0.10%	0.09%	0.11%	0.15%	***0.10%***
Voting-Age Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***

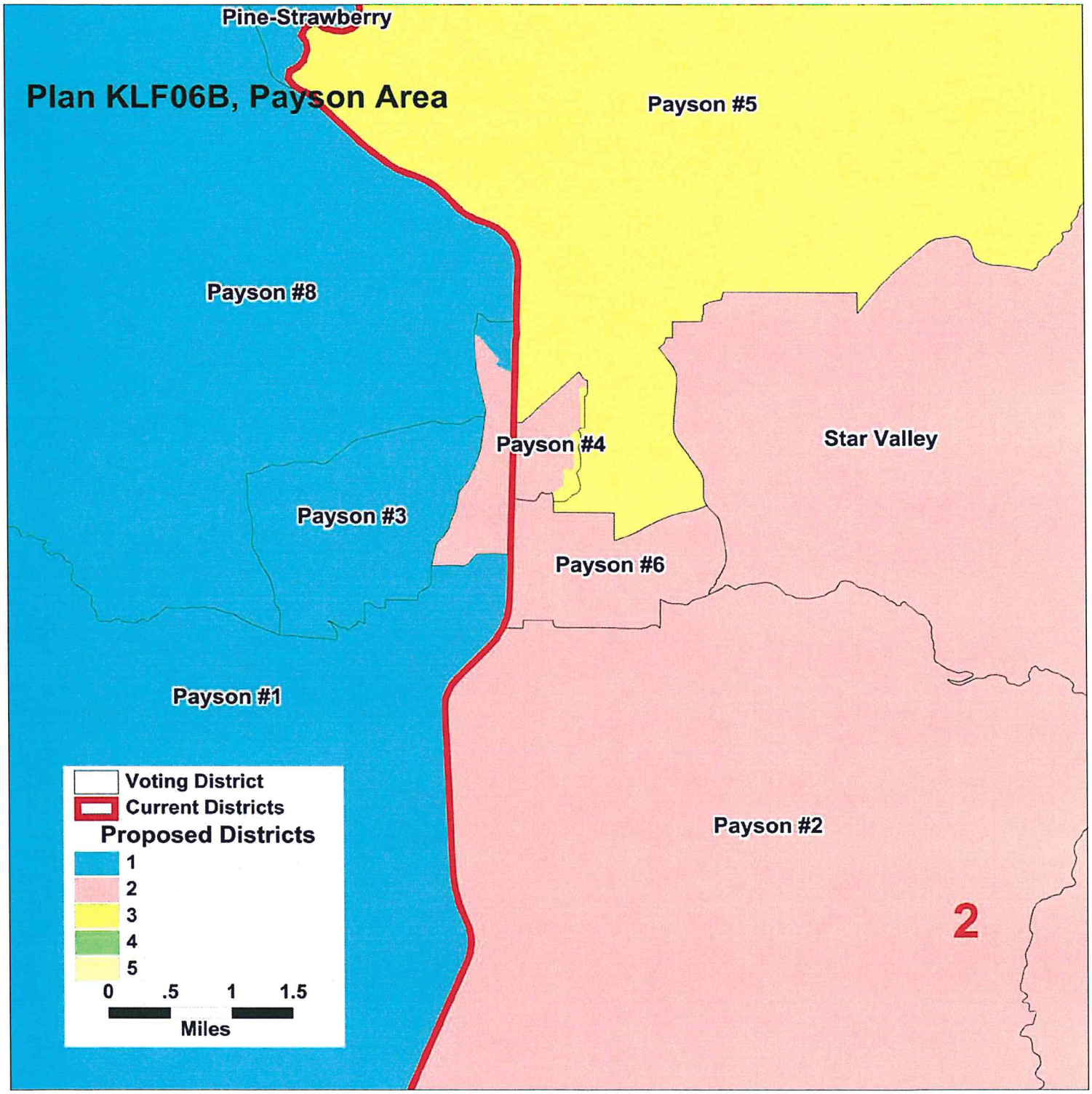
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

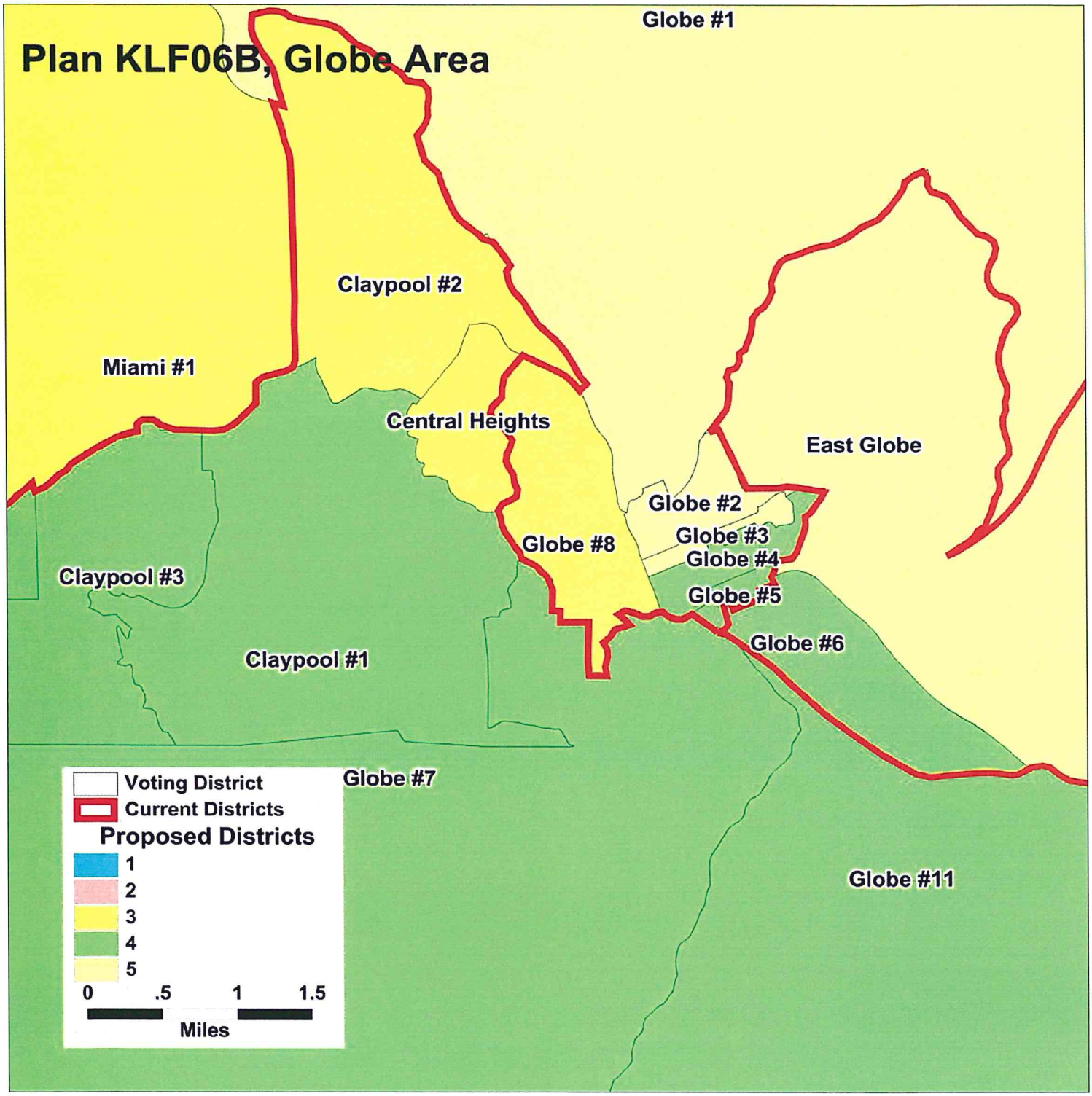

Race and Origin Composition of Current and Proposed Gila County Community College Districts
Plan submitted by: AZBandit, Plan CC02
Persons
12000
10000
8000
6000
4000
2000
0
"Ideal" District Size = 10,719
Current
Proposed
District 1
District 2
District 3
District 4
District 5
Non-Hispanic White
Non-Hispanic Black
Non-Hispanic Indian
Non-Hisp. Asian/Hawaiian
Non-Hisp. Other/Multiracial
Hispanic
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary File, Arizona

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
PLAN SUBMITTED BY: AZ Bandit, Plan CC02

	Current Districts	Proposed Plan	Change
Population, District 1	11,670	10,930	-740
Population, District 2	11,342	10,767	-575
Population, District 3	10,231	10,632	401
Population, District 4	8,972	10,735	1,763
Population, District 5	11,382	10,533	-849
Population deviation, District 1	951	211	
Population deviation, District 2	623	48	
Population deviation, District 3	-488	-87	
Population deviation, District 4	-1,747	16	
Population deviation, District 5	663	-186	
Percent deviation, District 1	8.87%	1.96%	
Percent deviation, District 2	5.81%	0.44%	
Percent deviation, District 3	-4.56%	-0.82%	
Percent deviation, District 4	-16.30%	0.15%	
Percent deviation, District 5	6.18%	-1.74%	
Total plan deviation, number	2,698	397	
Total plan deviation, percent	25.17%	3.70%	
Percent voting-age Hispanic, District 1	5.89%	6.19%	0.30%
Percent voting-age Hispanic, District 2	7.24%	6.10%	-1.14%
Percent voting-age Hispanic, District 3	19.20%	17.95%	-1.25%
Percent voting-age Hispanic, District 4	31.10%	36.53%	5.43%
Percent voting-age Hispanic, District 5	19.92%	12.32%	-7.60%
Percent voting-age Non-Hispanic Native American, District 1	1.93%	2.01%	0.08%
Percent voting-age Non-Hispanic Native American, District 2	2.37%	1.52%	-0.85%
Percent voting-age Non-Hispanic Native American, District 3	2.69%	2.80%	0.11%
Percent voting-age Non-Hispanic Native American, District 4	2.40%	3.88%	1.48%
Percent voting-age Non-Hispanic Native American, District 5	55.19%	58.93%	3.74%
Percent voting-age Non-Hispanic Black, District 1	0.35%	0.36%	0.01%
Percent voting-age Non-Hispanic Black, District 2	0.22%	0.23%	0.01%
Percent voting-age Non-Hispanic Black, District 3	0.35%	0.43%	0.08%
Percent voting-age Non-Hispanic Black, District 4	0.73%	0.47%	-0.26%
Percent voting-age Non-Hispanic Black, District 5	0.48%	0.58%	0.10%
Percent voting-age total minority residents, District 1	8.97%	9.36%	0.39%
Percent voting-age total minority residents, District 2	10.91%	8.80%	-2.11%
Percent voting-age total minority residents, District 3	23.12%	22.27%	-0.85%
Percent voting-age total minority residents, District 4	35.12%	41.91%	6.79%
Percent voting-age total minority residents, District 5	76.31%	72.30%	-4.01%


Changes Proposed to Gila County
CC Districts by K Feezor, Plan klfcc06b
RAS Adjustment
1
2
3
4
5
Voting District
Current Districts
Proposed Districts
1
2
3
4
5
0 5 10 15
Miles


Plan KLF06B, Payson Area
Pine-Strawberry
Payson #5
Payson #8
Payson #4
Star Valley
Payson #3
Payson #6
Payson #1
Payson #2
2
Voting District
Current Districts
Proposed Districts
1
2
3
4
5
0
.5
1
1.5
Miles


Plan KLF06B, Globe Area
Globe #1
Claypool #2
Miami #1
Central Heights
East Globe
Globe #2
Globe #3
Globe #4
Globe #8
Globe #5
Globe #6
Claypool #3
Claypool #1
Globe #7
Globe #11
Voting District
Current Districts
Proposed Districts
1
2
3
4
5
0
.5
1
1.5
Miles

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
PLAN SUBMITTED BY: K Feezor, Plan klf cc06b

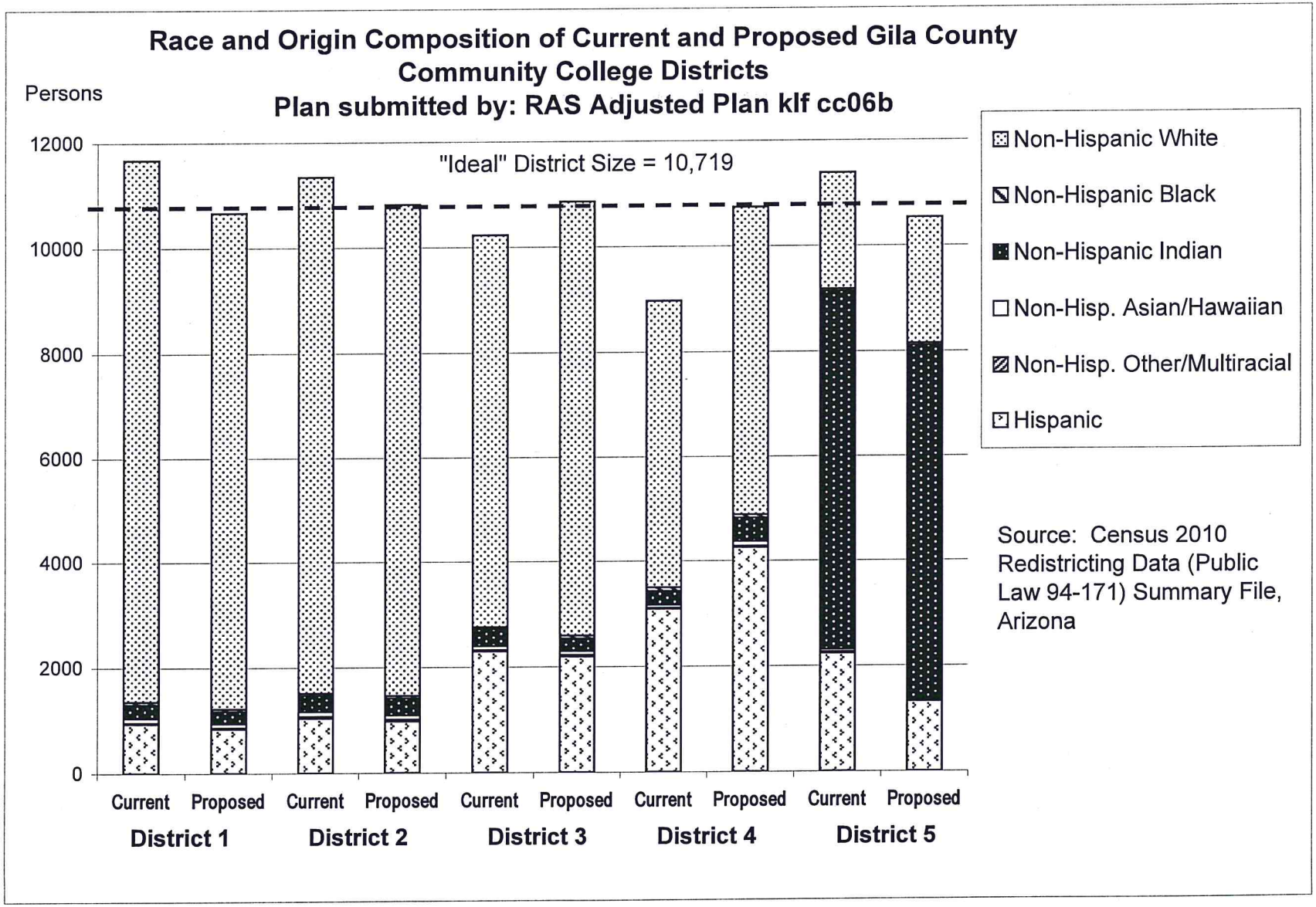
Number:	District 1	District 2	District 3	District 4	District 5	Total, All Districts
Hispanic, of any race	841	979	2,193	4,253	1,322	***9,588***
Non-Hispanic White	9,446	9,354	8,267	5,851	2,380	***35,298***
Non-Hispanic Black	47	44	55	59	43	***248***
Non-Hispanic American Indian	229	317	236	458	6,735	***7,975***
Non-Hispanic Asian	67	79	63	84	28	***321***
Non-Hispanic Hawaiian	16	9	12	2	0	***39***
Non-Hispanic other race	12	18	15	14	7	***66***
Non-Hispanic two or more races	7	12	13	14	16	***62***
Total Population	***10,665***	***10,812***	***10,854***	***10,735***	***10,531***	***53,597***
Percent:						
Hispanic, of any race	7.89%	9.05%	20.20%	39.62%	12.55%	***17.89%***
Non-Hispanic White	88.57%	86.51%	76.17%	54.50%	22.60%	***65.86%***
Non-Hispanic Black	0.44%	0.41%	0.51%	0.55%	0.41%	***0.46%***
Non-Hispanic American Indian	2.15%	2.93%	2.17%	4.27%	63.95%	***14.88%***
Non-Hispanic Asian	0.63%	0.73%	0.58%	0.78%	0.27%	***0.60%***
Non-Hispanic Hawaiian	0.15%	0.08%	0.11%	0.02%	0.00%	***0.07%***
Non-Hispanic other race	0.11%	0.17%	0.14%	0.13%	0.07%	***0.12%***
Non-Hispanic two or more races	0.07%	0.11%	0.12%	0.13%	0.15%	***0.12%***
Total Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***
Ideal Population	10,719	10,719	10,719	10,719	10,719	***Total***
Total Population	10,665	10,812	10,854	10,735	10,531	***deviation:***
Numeric deviation from Ideal Value	-54	93	135	16	-188	***323***
Percent deviation from Ideal Value	-0.51%	0.86%	1.26%	0.15%	-1.76%	***3.01%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
VOTING-AGE POPULATIONS BY RACE AND HISPANIC ORIGIN
PLAN SUBMITTED BY: K Feezor, Plan klf cc06b

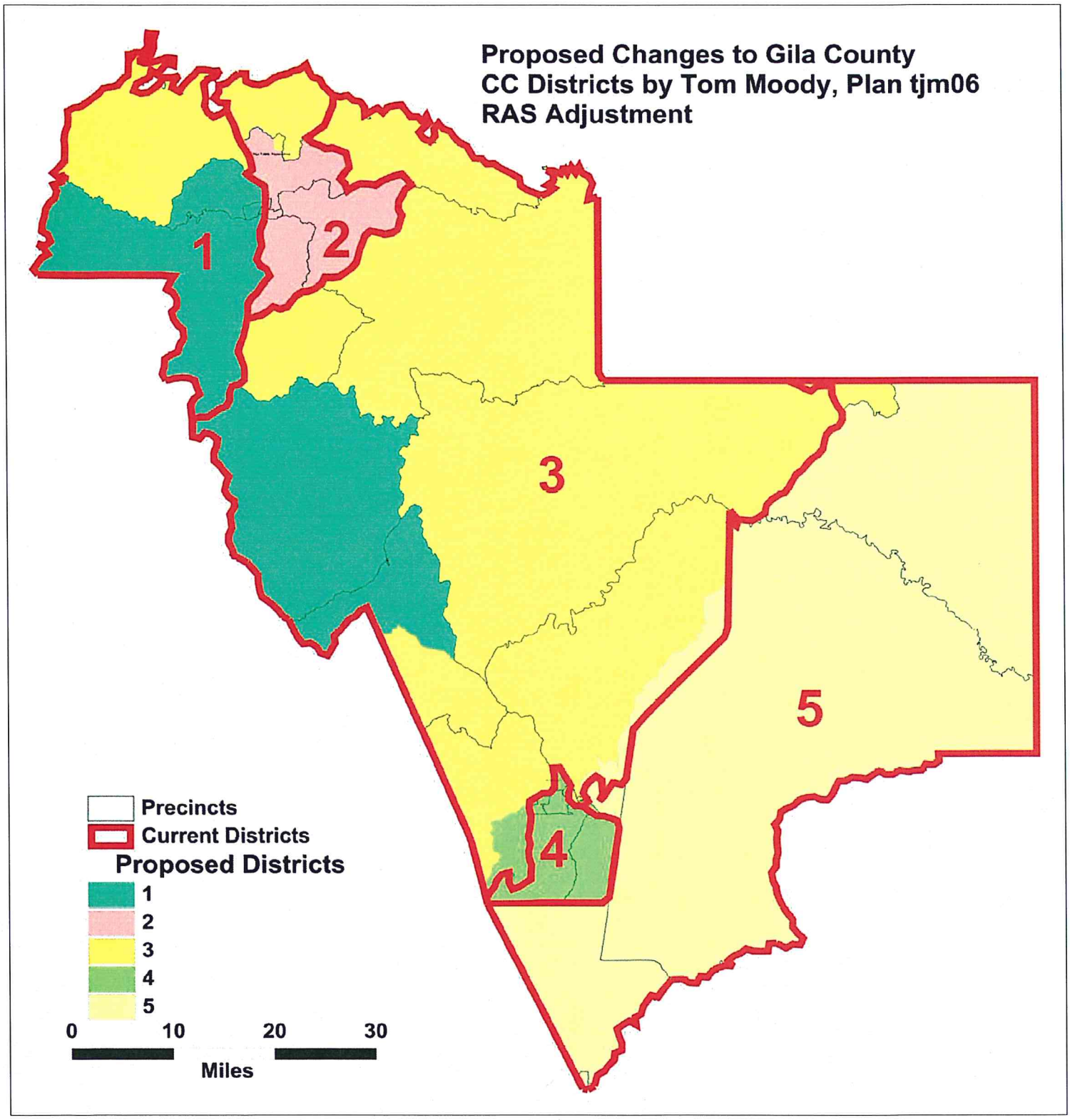
Voting-Age Number:	District 1	District 2	District 3	District 4	District 5	Total, All Districts
Hispanic, of any race	512	632	1,514	2,971	890	***6,519***
Non-Hispanic White	8,236	7,832	7,123	4,725	2,006	***29,922***
Non-Hispanic Black	29	24	38	38	42	***171***
Non-Hispanic American Indian	174	226	161	316	4,268	***5,145***
Non-Hispanic Asian	54	64	50	66	18	***252***
Non-Hispanic Hawaiian	11	8	10	1	0	***30***
Non-Hispanic other race	3	16	12	8	5	***44***
Non-Hispanic two or more races	5	8	10	9	11	***43***
Voting-Age Population	***9,024***	***8,810***	***8,918***	***8,134***	***7,240***	***42,126***
Voting-Age Percent:						
Hispanic, of any race	5.67%	7.17%	16.98%	36.53%	12.29%	***15.48%***
Non-Hispanic White	91.27%	88.90%	79.87%	58.09%	27.71%	***71.03%***
Non-Hispanic Black	0.32%	0.27%	0.43%	0.47%	0.58%	***0.41%***
Non-Hispanic American Indian	1.93%	2.57%	1.81%	3.88%	58.95%	***12.21%***
Non-Hispanic Asian	0.60%	0.73%	0.56%	0.81%	0.25%	***0.60%***
Non-Hispanic Hawaiian	0.12%	0.09%	0.11%	0.01%	0.00%	***0.07%***
Non-Hispanic other race	0.03%	0.18%	0.13%	0.10%	0.07%	***0.10%***
Non-Hispanic two or more races	0.06%	0.09%	0.11%	0.11%	0.15%	***0.10%***
Voting-Age Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***

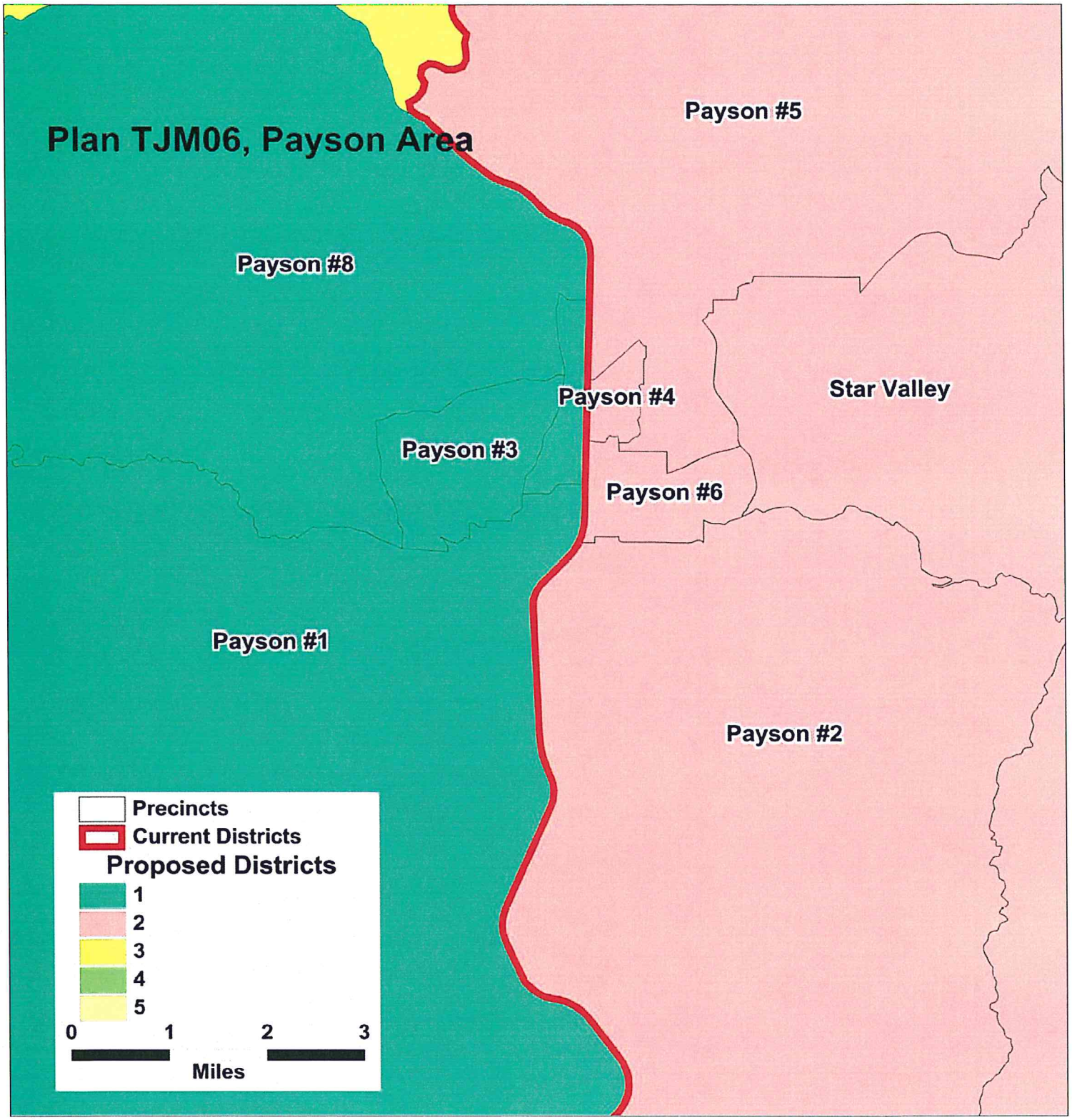
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

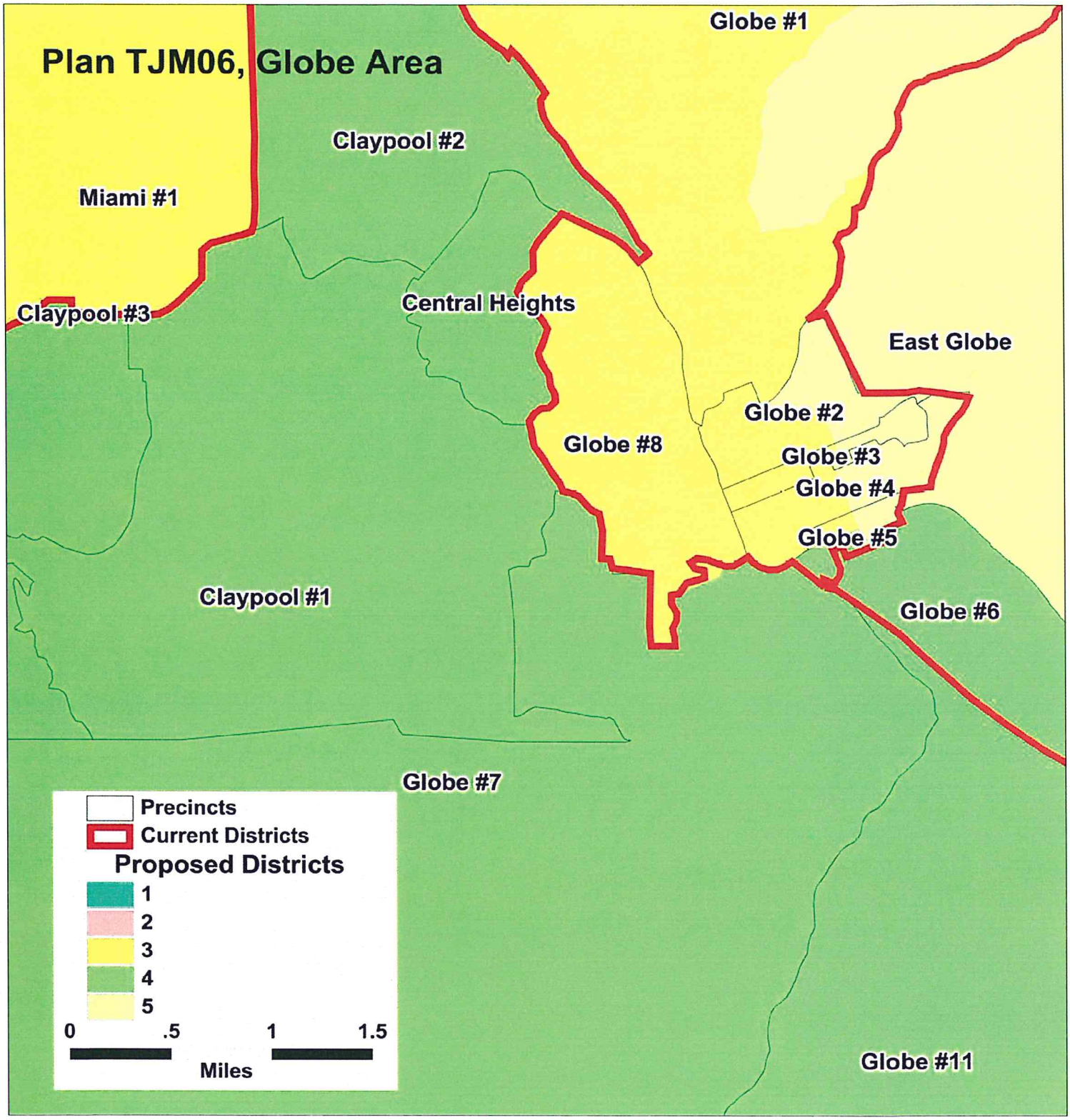

Race and Origin Composition of Current and Proposed Gila County Community College Districts
Plan submitted by: RAS Adjusted Plan klf cc06b
Persons
12000
10000
8000
6000
4000
2000
0
"Ideal" District Size = 10,719
Current
Proposed
District 1
District 2
District 3
District 4
District 5
Non-Hispanic White
Non-Hispanic Black
Non-Hispanic Indian
Non-Hisp. Asian/Hawaiian
Non-Hisp. Other/Multiracial
Hispanic
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary File, Arizona

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
PLAN SUBMITTED BY: K Feezor, Plan klf cc06b
RAS Adjustment

	Current Districts	Proposed Plan	Change
Population, District 1	11,670	10,665	-1,005
Population, District 2	11,342	10,812	-530
Population, District 3	10,231	10,854	623
Population, District 4	8,972	10,735	1,763
Population, District 5	11,382	10,531	-851
Population deviation, District 1	951	-54	
Population deviation, District 2	623	93	
Population deviation, District 3	-488	135	
Population deviation, District 4	-1,747	16	
Population deviation, District 5	663	-188	
Percent deviation, District 1	8.87%	-0.51%	
Percent deviation, District 2	5.81%	0.86%	
Percent deviation, District 3	-4.56%	1.26%	
Percent deviation, District 4	-16.30%	0.15%	
Percent deviation, District 5	6.18%	-1.76%	
Total plan deviation, number	2,698	323	
Total plan deviation, percent	25.17%	3.01%	
Percent voting-age Hispanic, District 1	5.89%	5.67%	-0.22%
Percent voting-age Hispanic, District 2	7.24%	7.17%	-0.07%
Percent voting-age Hispanic, District 3	19.20%	16.98%	-2.22%
Percent voting-age Hispanic, District 4	31.10%	36.53%	5.43%
Percent voting-age Hispanic, District 5	19.92%	12.29%	-7.63%
Percent voting-age Non-Hispanic Native American, District 1	1.93%	1.93%	0.00%
Percent voting-age Non-Hispanic Native American, District 2	2.37%	2.57%	0.20%
Percent voting-age Non-Hispanic Native American, District 3	2.69%	1.81%	-0.88%
Percent voting-age Non-Hispanic Native American, District 4	2.40%	3.88%	1.48%
Percent voting-age Non-Hispanic Native American, District 5	55.19%	58.95%	3.76%
Percent voting-age Non-Hispanic Black, District 1	0.35%	0.32%	-0.03%
Percent voting-age Non-Hispanic Black, District 2	0.22%	0.27%	0.05%
Percent voting-age Non-Hispanic Black, District 3	0.35%	0.43%	0.08%
Percent voting-age Non-Hispanic Black, District 4	0.73%	0.47%	-0.26%
Percent voting-age Non-Hispanic Black, District 5	0.48%	0.58%	0.10%
Percent voting-age total minority residents, District 1	8.97%	8.73%	-0.24%
Percent voting-age total minority residents, District 2	10.91%	11.10%	0.19%
Percent voting-age total minority residents, District 3	23.12%	20.13%	-2.99%
Percent voting-age total minority residents, District 4	35.12%	41.91%	6.79%
Percent voting-age total minority residents, District 5	76.31%	72.29%	-4.02%


Proposed Changes to Gila County
CC Districts by Tom Moody, Plan tjm06
RAS Adjustment
1
2
3
4
5
Precincts
Current Districts
Proposed Districts
1
2
3
4
5
0
10
20
30
Miles


Plan TJM06, Payson Area
Payson #5
Payson #8
Payson #4
Star Valley
Payson #3
Payson #6
Payson #1
Payson #2
Precincts
Current Districts
Proposed Districts
1
2
3
4
5
0
1
2
3
Miles


Plan TJM06, Globe Area
Globe #1
Claypool #2
Miami #1
Claypool #3
Central Heights
East Globe
Globe #2
Globe #8
Globe #3
Globe #4
Globe #5
Claypool #1
Globe #6
Globe #7
Globe #11
Precincts
Current Districts
Proposed Districts
1
2
3
4
5
0
.5
1
1.5
Miles

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
PLAN SUBMITTED BY: Tom Moody CCD PLAN tjm06

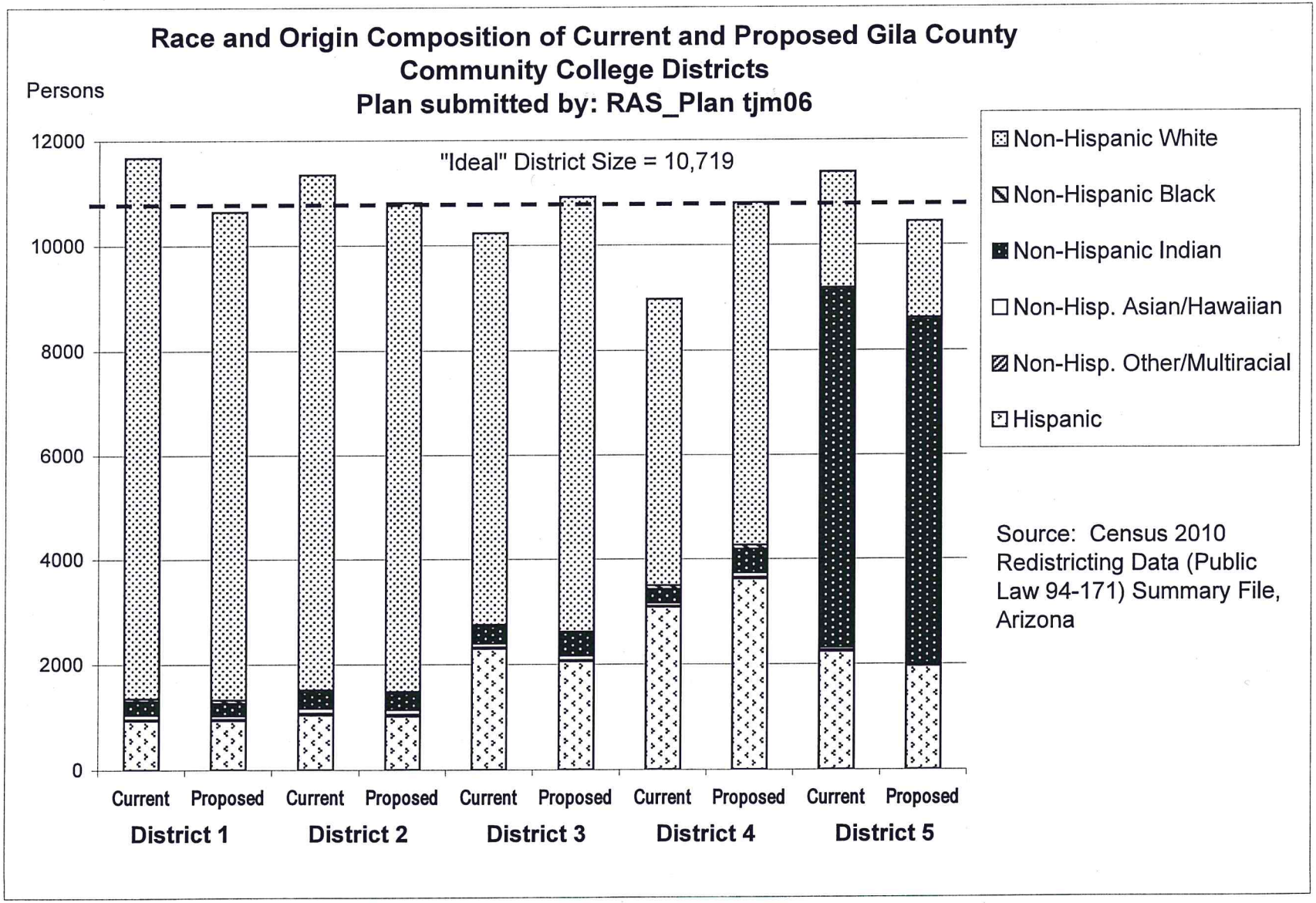
Number:	District 1	District 2	District 3	District 4	District 5	Total, All Districts
Hispanic, of any race	936	1,019	2,052	3,622	1,959	***9,588***
Non-Hispanic White	9,313	9,328	8,298	6,535	1,824	***35,298***
Non-Hispanic Black	61	39	31	73	44	***248***
Non-Hispanic American Indian	238	301	423	452	6,561	***7,975***
Non-Hispanic Asian	57	80	73	80	31	***321***
Non-Hispanic Hawaiian	9	8	13	9	0	***39***
Non-Hispanic other race	16	17	11	18	4	***66***
Non-Hispanic two or more races	7	14	14	11	16	***62***
Total Population	***10,637***	***10,806***	***10,915***	***10,800***	***10,439***	***53,597***
Percent:						
Hispanic, of any race	8.80%	9.43%	18.80%	33.54%	18.77%	***17.89%***
Non-Hispanic White	87.55%	86.32%	76.02%	60.51%	17.47%	***65.86%***
Non-Hispanic Black	0.57%	0.36%	0.28%	0.68%	0.42%	***0.46%***
Non-Hispanic American Indian	2.24%	2.79%	3.88%	4.19%	62.85%	***14.88%***
Non-Hispanic Asian	0.54%	0.74%	0.67%	0.74%	0.30%	***0.60%***
Non-Hispanic Hawaiian	0.08%	0.07%	0.12%	0.08%	0.00%	***0.07%***
Non-Hispanic other race	0.15%	0.16%	0.10%	0.17%	0.04%	***0.12%***
Non-Hispanic two or more races	0.07%	0.13%	0.13%	0.10%	0.15%	***0.12%***
Total Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***
Ideal Population	10,719	10,719	10,719	10,719	10,719	***Total***
Total Population	10,637	10,806	10,915	10,800	10,439	***deviation:***
Numeric deviation from Ideal Value	-82	87	196	81	-280	***476***
Percent deviation from Ideal Value	-0.77%	0.81%	1.82%	0.75%	-2.62%	***4.44%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
VOTING-AGE POPULATIONS BY RACE AND HISPANIC ORIGIN
PLAN SUBMITTED BY: Tom Moody CCD PLAN tjm06

Voting-Age Number:	District 1	District 2	District 3	District 4	District 5	Total, All Districts
Hispanic, of any race	581	662	1,443	2,455	1,378	***6,519***
Non-Hispanic White	8,012	7,920	7,206	5,239	1,545	***29,922***
Non-Hispanic Black	40	21	18	51	41	***171***
Non-Hispanic American Indian	178	218	306	303	4,140	***5,145***
Non-Hispanic Asian	46	65	55	67	19	***252***
Non-Hispanic Hawaiian	8	7	9	6	0	***30***
Non-Hispanic other race	7	13	9	11	4	***44***
Non-Hispanic two or more races	6	10	10	7	10	***43***
Voting-Age Population	***8,878***	***8,916***	***9,056***	***8,139***	***7,137***	***42,126***
Voting-Age Percent:						
Hispanic, of any race	6.54%	7.42%	15.93%	30.16%	19.31%	***15.48%***
Non-Hispanic White	90.25%	88.83%	79.57%	64.37%	21.65%	***71.03%***
Non-Hispanic Black	0.45%	0.24%	0.20%	0.63%	0.57%	***0.41%***
Non-Hispanic American Indian	2.00%	2.45%	3.38%	3.72%	58.01%	***12.21%***
Non-Hispanic Asian	0.52%	0.73%	0.61%	0.82%	0.27%	***0.60%***
Non-Hispanic Hawaiian	0.09%	0.08%	0.10%	0.07%	0.00%	***0.07%***
Non-Hispanic other race	0.08%	0.15%	0.10%	0.14%	0.06%	***0.10%***
Non-Hispanic two or more races	0.07%	0.11%	0.11%	0.09%	0.14%	***0.10%***
Voting-Age Percent	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***	***100.00%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580


Race and Origin Composition of Current and Proposed Gila County Community College Districts
Plan submitted by: RAS_Plan tjm06
Persons
12000
10000
8000
6000
4000
2000
0
"Ideal" District Size = 10,719
Current
Proposed
District 1
District 2
District 3
District 4
District 5
Non-Hispanic White
Non-Hispanic Black
Non-Hispanic Indian
Non-Hisp. Asian/Hawaiian
Non-Hisp. Other/Multiracial
Hispanic
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary File, Arizona

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
PLAN SUBMITTED BY: Tom Moody CCD PLAN tjm06
RAS Adjustment

	Current Districts	Proposed Plan	Change
Population, District 1	11,670	10,637	-1,033
Population, District 2	11,342	10,806	-536
Population, District 3	10,231	10,915	684
Population, District 4	8,972	10,800	1,828
Population, District 5	11,382	10,439	-943
Population deviation, District 1	951	-82	
Population deviation, District 2	623	87	
Population deviation, District 3	-488	196	
Population deviation, District 4	-1,747	81	
Population deviation, District 5	663	-280	
Percent deviation, District 1	8.87%	-0.77%	
Percent deviation, District 2	5.81%	0.81%	
Percent deviation, District 3	-4.56%	1.82%	
Percent deviation, District 4	-16.30%	0.75%	
Percent deviation, District 5	6.18%	-2.62%	
Total plan deviation, number	2,698	476	
Total plan deviation, percent	25.17%	4.44%	
Percent voting-age Hispanic, District 1	5.89%	6.54%	0.65%
Percent voting-age Hispanic, District 2	7.24%	7.42%	0.18%
Percent voting-age Hispanic, District 3	19.20%	15.93%	-3.27%
Percent voting-age Hispanic, District 4	31.10%	30.16%	-0.94%
Percent voting-age Hispanic, District 5	19.92%	19.31%	-0.61%
Percent voting-age Non-Hispanic Native American, District 1	1.93%	2.00%	0.07%
Percent voting-age Non-Hispanic Native American, District 2	2.37%	2.45%	0.08%
Percent voting-age Non-Hispanic Native American, District 3	2.69%	3.38%	0.69%
Percent voting-age Non-Hispanic Native American, District 4	2.40%	3.72%	1.32%
Percent voting-age Non-Hispanic Native American, District 5	55.19%	58.01%	2.82%
Percent voting-age Non-Hispanic Black, District 1	0.35%	0.45%	0.10%
Percent voting-age Non-Hispanic Black, District 2	0.22%	0.24%	0.02%
Percent voting-age Non-Hispanic Black, District 3	0.35%	0.20%	-0.15%
Percent voting-age Non-Hispanic Black, District 4	0.73%	0.63%	-0.10%
Percent voting-age Non-Hispanic Black, District 5	0.48%	0.57%	0.09%
Percent voting-age total minority residents, District 1	8.97%	9.75%	0.78%
Percent voting-age total minority residents, District 2	10.91%	11.17%	0.26%
Percent voting-age total minority residents, District 3	23.12%	20.43%	-2.69%
Percent voting-age total minority residents, District 4	35.12%	35.63%	0.51%
Percent voting-age total minority residents, District 5	76.31%	78.35%	2.04%

Gila County Redistricting Advisory Committee
Report to the Board of Supervisors – August 15, 2011

GOAL: The goal of the committee was to meet, inform and review public input and to provide the Board of Supervisors with at least two formal recommendations for consideration.

COMMITTEE: The committee consisted of one Native American, three Hispanic and eight Anglos. Five Democrats, four Republicans, two Party Not Designated and one Independent. There were also five alternates. All committee members were volunteers.

The committee members were:

Gary Andress	James Muhr	Roberto Sanchez
Mac Feezor	Bob Pastor	Joe Skamel
Bob Dalby	David Prechtel	Loretta Stone
Tom Moody	Adelaido Rodriguez	Mike Vogel

The alternate members were:

Paul Bates	Christine Harrison	Linda Pearce
Bob Hibbert	Marvin Mull	

COMMITTEE MEETINGS: The committee held nine meetings between 22 March and 29 July 2011.

Our first meeting took place in Star Valley on 22 March 2011. Mr. B. Chambers briefed the committee on Open Meeting Law. Redistricting criteria and the Voting Rights Act of 1965 were discussed by Mr. Bruce Adelson. Census Data and documenting and recording public input were reviewed by Mr. Tony Sissons and finally committee responsibilities, redistricting principles, public participation consideration and general information was provided by Linda Eastlick, Director Gila County Department of Elections.

At our second meeting on 12 April 2011 the committee selected Mr. Roberto A. Sanchez, a resident of Star Valley as the Chairperson and Mr. Gary Andress from Claypool as the Vice Chair. Linda Eastlick presented the committee with general

information, i.e. travel reimbursement, availability of interactive mapping tool on line and the Redistricting Principles.

During our 10 May 2011 meeting, Mr. Chambers briefed the committee on general information regarding emails and open meeting law. Mr. Sissons discussed receiving and documenting public input and the on-line redistricting mapping tool. The committee discussed and presented the idea of having study groups. Linda Eastlick informed the committee on dates and locations for the first round of public information meetings.

Linda Eastlick presented the committee with information regarding citizen handout materials, the mapping submission process, and submission forms at our 6 June 2011 meeting. The committee was briefed on collecting information and committee members were provided a Power Point presentation which they then could use for presentation at community meetings. Linda also discussed the tentative redistricting timeline and informed the committee of the Board of Supervisors approval of revised guidelines to include Study Groups.

At our 19 July 2011 meeting, Linda Eastlick reviewed changes to the redistricting timeline including presentation of maps to the Board of Supervisors on 15 August 2011. The committee then separated into study groups for round table discussions. The purpose of the study groups was to review mapping alternatives submitted by the public and discuss public opinions expressed during the first round of public meetings. Maps were reviewed to see how closely they met the Constitutional one person, one vote criteria and the Voting Rights Act. Mr. Andress chaired the College Distinct study group and Mr. Sanchez chaired the Supervisorial District study group.

The study groups had Mr. Sissons make minor adjustments to some of the maps they were seriously considering for submission to the Board of Supervisors. The Supervisorial study group decided to meet again on Tuesday 26 July 2011 to select the maps to be presented to the full committee.

The College District Study Group was able to select three maps to submit to the full committee at the 19 July 2011 meeting. A total of eight college district maps were submitted. Five maps were rejected due to large population or minority deviations which would not be approved by the Department of Justice.

The Supervisors District study group met again on Tuesday, 25 July 2011 and after review of the maps revised by the consultant and further discussion, they selected three maps to present to the full committee.

At our 29 July 2011 meeting, the committee voted unanimously to approve the three maps recommended by the College District Study Group and the three maps recommended by the Supervisorial Study Group. Twenty-one maps were submitted for the Supervisorial Districts. Most of the maps were extremely retrogressive and/or did not meet required population deviations or the redistricting principle of being contiguous.

PUBLIC MEETINGS: From June 8 thru 6 July, the Gila County Election staff, together with redistricting committee members conducted a series of eleven public meetings in Gila County:

Meetings were held in:

San Carlos	Globe	Payson
Star Valley	Young	Tonto Basin (2 meetings)
Pine/Strawberry	Town of Miami	
Tonto Apache Tribal Counsel		
White Mountain Tribal Counsel		

These meetings were held inform citizens about why redistricting is taking place and to encourage input from the public regarding what changes they would recommend to the district maps. The public was also informed as to the procedures to be followed when submitting changes and the requirements of the Constitution and the Voting Rights Act of 1965. The public was encouraged to participate in the redirecting process by voicing their concerns and submitting ideas, comments and maps.

MAPPING ALTERNATIVES: The committee recommends the following maps for your consideration. None of the maps have drawn any incumbents out of their districts. All maps meet the Constitutional requirement of one person, one vote. The college maps may require slight adjustments for minority percentage reductions. The Tonto Apache recommended map has been submitted “as is” for the Board to review and it too will require adjustments for minority percentage reductions.

Supervisorial District Maps

Map submitted by Mr. Tom Moody, TJM01. This map meets all the requirements of the Constitution and the Voting Rights Act. The deviation from the ideal district size of 17,866, is 1.02%. There are minor variances in voting age minority population changes, none of which are significant nor retrogressive. This plan keeps the Tonto Apache Tribe in District 2.

Map submitted by Mrs. K. Feezor, KLFSP01. This map also meets all the requirements of the Constitution and the Voting Rights Act. The deviation from the ideal district size of 17,866 is 1.66%. There are minor variances in voting age minority population changes, none of which are significant nor retrogressive. This plan places all three tribes into District 3, however, it does not move Gisela from District 2 to District 3 as recommended by Tonto Apache Tribal Council.

Map submitted by the Tonto Apache Tribal Council, TAT01. This map was submitted by the Tonto Apache Tribal Council. It meets the requirements of the Constitution as the deviation from ideal district size of 17,866 is 3.04%. However, the Redistricting Advisory Committee is concerned that (1) the voting-age Hispanic population in District 3 is decreased by 7.14%; and (2) total minorities in District 3 are decreased by 6.37%. The Committee and the consultants believe this plan has a lot of potential, but it will require additional adjustments by the consultants if the Board selects this alternative for further public review and discussion.

College District Maps

Map submitted by Tom Moody, TJM06. This map meets the requirements of the Constitution as the deviation from ideal district size of 10,719 is 4.44%.
The plan does produce minority voting age variance reductions as follows:

Percent voting-age Hispanic, District 3	-3.27%.
Percent voting-age total minority residents, District 3	-2.69%

Map submitted by Mrs. K. Feezor, KLF06B. This map meets the requirements of the Constitution as the deviation from the ideal district size of 10,719 is 3.01%.
The plan produces minority voting age variance reductions as follows:

Percent voting age Hispanic, District 3	-2.22%
Percent voting-age Hispanic, District 5	-7.63%

Percent voting-age total minority residents, District 3	-2.99%
Percent voting-age total minority residents, District 5	-4.02%

Map submitted by Blaine Kimball, AZBandit CC02. This map meets the requirements of the Constitution as the deviation from the ideal district size of 10,719 is 3.70%. The plan produces minority voting age voting age variance reductions as follows:

Percent voting-age Hispanic, District 5	-7.60%
Percent voting-age total minority residents, District 2	-2.11%
Percent voting-age total minority residents, District 5	-4.01%

All three college plans will require additional adjustments by the consultants to address reductions in minority populations.

Respectfully

Roberto A. Sanchez
Chairperson, RAC for Gila County

ARF-751 **Regular Agenda Item Item #: 2- B**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	Stephen Cullen, Ph.D.	Submitted By:	Linda Rodriguez, County Manager
Department:	County Manager		
Presenter's Name:	Don McDaniel		

Information

Request/Subject

Arizona Public Service Landlord Tenant Rider between Gila County and Gila Community College (GCC).

Background Information

On March 29, 2011, Tom Harris of PV Advanced Concepts made a presentation before the Board of Supervisors regarding solar energy incentives through the Arizona Public Service (APS) Solar for Schools and Government Program.

On April 19, 2011, the Board of Supervisors approved applications to APS Schools and Government Program for solar energy funding in coordination with PV Advanced Concepts at no up-front capital investment to Gila County.

Evaluation

PV Advanced Concepts has made a similar presentation to Gila Community College and its Governing Board approved proceeding with an application. The attached APS Landlord Tenant Rider between Gila County and Gila Community College must be approved and signed by both entities in order for the College to proceed with an application.

This agreement defines the roles and responsibilities of each entity. As Landlord, the County will have no financial (direct or indirect) obligation. The College assumes all responsibility and obligation to submit an application and any subsequent costs related to an award of funds.

Further, the County currently pays the utility bills for the College and this would reduce that bill and decrease the County's cost to assist GCC.

Conclusion

Approving this Rider and authorizing the Chairman to sign would allow GCC to make an application for this Renewable Energy System and thereby reduce its cost of power, which in turn would reduce the County's cost of assisting the College. Signing the Rider will not bind the County to any costs or obligations resulting from the applications or approved systems for GCC.

Recommendation

Staff recommends that the Board of Supervisors approve the APS Landlord Tenant Rider between Gila County and Gila Community College and authorize the Chairman to sign the Rider.

Suggested Motion

Information/ Discussion/Action to authorize the Chairman's signature on the APS Landlord Tenant Rider between Gila County and Gila Community College. **(Don McDaniel)**

Attachments

Link: APS Landlord-Tenant Rider for College
Link: Disclosure of Dual Representation-GC and College

APS Renewable Energy

LANDLORD/TENANT RIDER

LANDLORD INFORMATION

Landlord Name Gila County

Phone 928 425-3231 Email dmcDANIEL@co.gila.az.us

Mailing Address 1400 E. ASH ST., GLOBE, AZ 85501

PLEASE NOTE THAT LANDLORD MUST HAVE AN ACTIVE LANDLORD TENANT TRANSFER OF SERVICE AGREEMENT ON FILE WITH THE COMPANY IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THE INCENTIVE PROGRAM.

TENANT INFORMATION

Tenant Name Gila Community College

Phone 928 425-8481 Email STEVE.CULLEN@EAC.EDU

Mailing Address 8274 Six Shooter Canyon, Globe, AZ 85501

Recipient of Incentive Payment ☐ Landlord ☒ Tenant ☐ 3rd Party

If payment will go to a 3rd Party, please specify name and address of the recipient to receive payment (must be the System dealer, installer, or manufacturer).

ROLES AND RESPONSIBILITIES

Owner of Renewable Energy System ☐ Landlord ☒ Tenant

Party responsible for maintenance of the Renewable Energy System ☐ Landlord ☒ Tenant

NOTE: Your signature below is your acknowledgement that the owner of the Renewable Energy System and the party responsible for maintenance of the System are jointly responsible for compliance with the Terms and Conditions for APS's Renewable Energy Incentive Program.

Responsible Party for APS Account ☐ Landlord ☒ Tenant

ALL PARTIES ARE BOUND TO PROMPTLY INFORM APS BEFORE THERE IS ANY CHANGE TO THE ROLES AND RESPONSIBILITIES SPECIFIED IN THIS LANDLORD/TENANT RIDER. A CHANGE TO THE ROLES AND RESPONSIBILITIES MAY RESULT IN THE NECESSITY TO COMPLETE AN AMENDED AGREEMENT.

LANDLORD	TENANT
Name (Please Print)	Robert Ashford (Please Print)
Signature	Signature
Date	8-3-2011

DISCLOSURE OF DUAL REPRESENTATION

In approving the preceding Intergovernmental Agreement between Gila County Community College District(Provisional), Gila County and Graham County Community College District d/b/a Eastern Arizona College, Gila County Attorney Daisy Flores has represented Gila County and Gila County Community College District (Provisional).

Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County and Gila County Community College District (Provisional), Daisy Flores has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by her responsibilities to the other.

However, it is possible in the future that if any dispute arises from this IGA, and Gila County and Gila County Community College District (Provisional) are adverse to each other, Daisy Flores may have to invoke the requirements of Ethical Rule 1.7.

///

Arizona Ethical Rule 1.7 is as follows:

> Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:
>
> (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
> (1) the representation of one client will be directly adverse to another client; or
> (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client. a former client or a third person or by a personal interest of the lawyer.
>
> (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:
> (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client:
> (2) the representation is not prohibited by law; and:
> (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

Therefore, the undersigned acknowledges this dual representation and acknowledges that if the Rule's conflict of interest occurs, Daisy Flores may have to withdraw her representation of one or both clients.

Date	Michael A. Pastor, Chairman Gila County Board of Supervisors
08-11-11 Date	Robert S. Ashford, Chairman Gila County Community College District Board

ARF-742 **Regular Agenda Item Item #: 2- C**

Regular BOS Meeting

Date: 08/15/2011

Submitted For: Jacque Griffin, Asst. County Manager/Librarian

Submitted By: Jacque Griffin, Asst County Manager/Library District

Department: Asst County Manager/Library District

Fiscal Year: Budgeted?:

Contract Dates Begin & End:

Grant?:

Matching Requirement?: Fund?:

Presenter's Name:

Information

Request/Subject

Agreement with Creative Empire, LLC. d/b/a Mango Languages to provide access to online subscription for Gila County libraries.

Background Information

The Gila County Library District provides for access to a variety of materials and online resources on behalf of the public libraries to benefit the residents of Gila County. Language learning resources have been an often requested resource by the public. In past years, the Library District purchased a subscription to a different language product that then became unavailable for public library use. Last year, at the request of the public library staff, the Gila County Library District began providing access to the Mango Languages product. This year, we would like to enter into a three-year agreement with Creative Empire, LLC. d/b/a Mango Languages to ensure continuity of access to this online subscription.

Evaluation

The Mango Languages product is an online application designed to help someone learn a new language. The Full Language Package provides 35 foreign languages as well as 15 English as a Second Language product for English language learners. Grouped into 100 lessons, it provides language basics as well as conversational skills. The parent company is firmly committed to the public library market, encouraging access to all language learners. The public library staff in Gila County reviewed a number of language materials and collectively chose Mango Languages both for its variety and its economical price. Access to this online resource is available both in the library and from home through the Gila County Library District website.

Conclusion

The Mango Languages product provides access to 35 foreign languages as well as 15 English as a second language product. The company is committed to providing language learning resources to the library market, and is currently in use in one in five libraries in North America. In Gila County, all eight affiliate libraries indicated that access to a language learning product provides their customers with a much requested resource, and that Mango Languages was their choice for a language learning product.

Recommendation

Gila County Library District staff recommend approval of the agreement between the Gila County Library District and Creative Empire, LLC. d/b/a Mango Languages for the provision of a Library Premium Subscription for a Full Language Package for three years, beginning on September 1, 2011, through August 30, 2014, at the rate of $3,142.00 per year.

Suggested Motion

(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 an agreement between Gila County Library District and Creative Empire, LLC. d/b/a Mango Languages for the provision of a Library Premium Subscription for a Full Language Package, for three years, beginning on September 1, 2011, through August 30, 2014, at the rate of $3,142 per year. **(Jacque Griffin)**
(Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Attachments

Link: Mango Languages Agreement 2011-2014

30445 Northwestern Hwy. Suite 300, Farmington Hills, MI 48334 mangolanguages.com
Toll Free: 877-Mango-11 Business Phone: 248-254-7450 Fax: 248-254-7424

Mango Languages Terms of Sale

These Terms of Sale (the "Agreement") is between **Gila County Library District** and Creative Empire, LLC. d/b/a Mango Languages ("Mango"), a Michigan Limited Liability Company.

1.PRODUCTS AND TERM. Mango shall provide Library certain products ("Products") under the terms of this Agreement. The Products provided under this Agreement are identified as Library Premium Subscription including all languages. This Agreement shall be effective as of 9/1/2011, and shall remain in full force and effect to and including 8/31/2014.

2.PAYMENT. Payment for the Products shall be made within 30 days of Library's receipt or initial use of the Products. Such payment shall be made by checks, wire transfers, or other immediately available funds.

3. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE PRODUCTS AND SERVICES PURCHASED FROM MANGO ARE PROVIDED "AS IS". MANGO DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. To the maximum extent permitted by applicable law, neither Mango nor its licensors or distributors shall be liable to the Library for any lost profits, cost of substitute goods or services, or any form of indirect, special, incidental, consequential or punitive damages from any causes of action arising with respect to the products or services that you purchase from Mango, whether arising in tort (including negligence), contract, strict liability or otherwise, whether or not such party has been advised of the possibility of such damage. In no event shall Mango's aggregate liability under this Agreement exceed the amount actually paid by you for the applicable products.

4. WEB-SITE/SOFTWARE ACCESS. To the extent that any Products are accessed through Mango's web-site or software programs, Mango hereby grants the Library's Authorized Users a limited license to access and make use of such Products. "Authorized Users" means users who are registered borrowers of the Library, those that are walk-ins, and those who are remote users accessing the service through the library's web site. Library will make reasonable efforts to protect Mango's proprietary information (including but not limited to Mango's Intellectual Property) and will notify Mango promptly if it discovers there is unauthorized use of Mango's Products and will cooperate with Mango to mediate the situation.

5. WEB-SITE LICENSE AND CONDITIONS. As a condition of the web-site licensed granted in paragraph 4, above, such license, Library agrees:

a. not to download or modify any part of the Website, except with the express and prior written consent of Mango;
b. not to download or copy any account information for the benefit of another merchant;
c. not to resell or make any commercial use of this Website or its contents;
d. not to reproduce, duplicate, copy, sell, resell or otherwise exploit the Website for any commercial purpose without express written consent of Mango;
e. not to make any derivative use of this Website or its contents;
f. not to frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Mango except for the purposes of this agreement and for promoting the product.
g. not to use any meta tags or any other "hidden text" utilizing the Mango name or trademarks without the express written consent of Mango;
h. While Mango attempts to insure that its Website is normally available 24 hours a day, Mango shall not be liable if for any reason its Website is unavailable at any time or for any period; provided however, that Mango shall use best efforts to provide adequate capacity and bandwidth to support the Library's needs and provide service on a 24 hour basis except for routine maintenance (for which the Library is pre-notified). In the event that Mango fails to provide such service for five days within a 30 day period, Mango shall provide a pro rata refund for the 30 day period in question.
i. Access to Mango's Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Mango's control.
j. Any rights not expressly granted in these terms are reserved.

6. INDEMNIFICATION. Mango and the Library agree to indemnify, defend and hold one another, and all of their respective directors, officers, employees, attorneys and agents harmless from and against any loss, claim, judgment, liability, damage, action or cause of action (including reasonable attorneys' fees and court costs) arising out of or in connection with (a) a third party claim that the Library's possession and/or use of the Products infringe or misappropriate the patent, copyright, trademark or other intellectual property rights of a third party, or (b) the negligence or willful misconduct of either Mango or the Library or their respective officers employees and/or agents.

Initial SP

30445 Northwestern Hwy. Suite 300, Farmington Hills, MI 48334 mangolanguages.com
Toll Free: 877-Mango-11 Business Phone: 248-254-7450 Fax: 248-254-7424

7. SUPPORT. Mango shall support the Library by responding to emails and phone calls from the Library. Mango shall make reasonable efforts to respond to all customer support issues between the hours of 9 a.m. and 5 p.m. Eastern Standard Time, Monday through Friday.

8. UPDATES. Mango shall from time to time, update its online software and language lesson content. The Library shall only receive updates to the Mango Languages Library Edition and any changes or enhancements to Mango's "consumer edition" and/or other editions will not necessarily be made to the Library Edition.

9. ACCESS. Mango intends to provide Authorized Users unlimited access to the Mango Library edition. In the event that the Library's Authorized Users exceed what Mango deems reasonable usage during the term of the agreement, Mango shall assume that either the number of cardholders in the Library was grossly underestimated or there is piracy of Mango's service from outside sources. Under such circumstances Mango reserves the right to restrict or limit access to Mango's web-site. In the event of such circumstances, Mango shall make every effort to provide notice to and cooperate with Library prior to Mango's restriction or limitation of access to its Web-site and Products.

10. INTELLECTUAL PROPERTY. All materials on the Mango Web Site or Products, including without limitation, text, images, logo, software, Audio Content and video clips, databases, e-mails, and posted comments and reviews (collectively, the "Content"") are owned or controlled by Mango and/or it licensors, who retain all right, title, and interest in and to the Content. The Web Site and Content are protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws. Library shall use all "reasonable" efforts to ensure that all Authorized Users are appropriately notified of the importance of respecting Mango's intellectual property rights.

11. APPLICABLE LAW. This Agreement shall be construed and interpreted under the laws of the state of Arizona, excluding conflicts of any law provisions.

12. FORCE MAJEURE. Neither party shall be in default if failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond a party's control, including acts of nature, God, civil commotion, terrorism, strikes, power outages, internet connectivity outages, labor disputes, and government demands or requirements. The party anticipating or claiming a force majeure occurrence shall notify the other party, in writing as soon as possible, detailing the occurrence and providing a recovery and time table plan.

13. GENERAL. This Agreement constitutes the entire agreement between Mango and the Library with respect to the subject matter hereof and supersede all prior agreements with respect to the same. Failure by Mango to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. In the event that any portion of this Agreement is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. The parties represent and warrant to the other that they each have the right and power to enter into and fully perform its obligations under this Agreement or Invoice and has obtained all necessary licenses, permissions, consents to fulfill their respective obligations.

Signatures below indicate acceptance of these terms:

Library Name: Gila County Library District

Amount: $3,142

Authorized Library Representative: _____

Title: _____

Signature: _____ Date: _____

Creative Empire, LLC. d/b/a Mango Languages

Authorized Mango Representative: Steve Peralis

Signature: _____ Date: 7/14/11

Initial SP

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

Anti-Terrorism Warranty. Pursuant to A.R.S. §35-397, Mango certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

Any breach of Mango'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 a material breach of this Agreement, such that Gila County Library District ("Client") shall have the right to suspend or termination this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Mango 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 Client approval), as soon as possible so as not to delay project completion.

Mango Languages shall advise each subcontractor of Client's rights, and the subcontractor's obligations, under this section.

Any additional costs attributable directly or indirectly to remedial action under this section shall be the responsibility of Mango.

Steve Perry Date 7/14/11 _____ Date_____

On behalf of Mango Languages : Chairman, Board of Directors

Approved as to form:

_____

Chief Deputy County Attorney

30445 Northwestern Hwy. Suite 300, Farmington Hills, MI 48334 mangolanguages.com
Toll Free: 877-Mango-11 Business Phone: 248-254-7450 Fax: 248-254-7424

Exhibit A -Library Premium Subscription

The Library Edition of the following courses will be made available to your library:

Full Language Package

Initial SP

ARF-748 **Regular Agenda Item Item #: 2- D**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	Joseph Heatherly, Finance Director	Submitted By:	Marian Sheppard, Clerk of the Board of Supervisors
Department:	Finance Department		
Presenter's Name:	Don McDaniel		

Information

Request/Subject

Resolution No. 11-08-10 providing for the collection of taxes for all jurisdictions for FY 2011-2012

Background Information

The annual adoption of Gila County's budget and setting the County's primary and secondary property tax rates by the Board of Supervisors is a requirement of the Arizona Revised Statutes.

Evaluation

The specific applicable statutes are as follows:

42-17151. County, municipal, community college and school tax levy

A. On or before the third Monday in August each year, the governing body of each county, city, town, community college district and school district shall:

1. Fix, levy and assess the amount to be raised from primary property taxation and secondary property taxation. This amount, plus all other sources of revenue, as estimated, and unencumbered balances from the preceding fiscal year, shall equal the total of amounts proposed to be spent in the budget for the current fiscal year.

42-18003. Delivery of roll to county treasurer; resolution for collecting taxes

A. On or before October 1 of each year the assessment and tax roll and the cross-index shall be delivered to the county treasurer.

B. On completing the assessment and tax roll, the county board of supervisors shall adopt a resolution for the collection of taxes by the county treasurer as provided by law from the persons who are listed in the roll. The county treasurer is thereafter responsible for collecting the totals of all taxes levied on the roll.

C. The roll attached to the county board of supervisors' resolution for collecting taxes is the treasurer's authority to collect the levied taxes.

Conclusion

This date of Monday, August 15, 2011, has been set for the Board of Supervisors to set the primary and secondary property tax rates for fiscal year 2011-2012 for all taxing jurisdictions within Gila County and convey tax rates for all taxing jurisdictions to the County Treasurer. By adopting Resolution No. 11-08-10, it provides for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2011-2012.

Recommendation

Staff recommends that the Board of Supervisors set the primary and secondary property tax rates for fiscal year 2011-2012 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer and that the Board adopt Resolution No. 11-08-10.

Suggested Motion

Information/Discussion/Action to set primary and secondary property tax rates for 2011 for all taxing jurisdictions within Gila County and convey tax rates for all jurisdictions to the County Treasurer, and adopt Resolution No. 11-08-10 providing for the collection of taxes for all jurisdictions by the County Treasurer for fiscal year 2011-2012. **(Don McDaniel)**

Attachments

Link: Resolution No. 11-08-10

Link: Tax Levies and Rates Comparison Sheet

RESOLUTION NO. 11-08-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROVIDING FOR THE COLLECTION OF TAXES FOR ALL JURISDICTIONS BY THE COUNTY TREASURER FOR FISCAL YEAR 2011-2012.

WHEREAS, the Gila County Board of Supervisors has received notification of tax rates set by all jurisdictions within Gila County, and has compiled said tax rate information by jurisdiction in Exhibit A, attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED that, in accordance with A.R.S. §42-18003, the Board of Supervisors adopts this Resolution calling for the collection of taxes for the jurisdictions listed in Exhibit A by the County Treasurer as provided by law from the persons named in the tax roll and directs that a copy of this Resolution be conveyed to the County Treasurer.

PASSED AND ADOPTED this 15th day of August 2011, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

_____

Marian Sheppard
Chief Deputy Clerk

_____

Michael A. Pastor, Chairman

Gila County, Arizona

Net Assessed Valuations

Tax Levies and Tax Rates

Tax Year 2011

Exhibit A

	Tax Authority	Primary - - Secondary	Net Assessed Valuation	Levy Amount	Tax Rate
	STATE OF ARIZONA				
02002	School Equalization	LCV (Primary)	517,793,688	2,205,283	0.4259
	GILA COUNTY				
02000	Gila County General Purpose	LCV (Primary)	517,793,688	21,695,556	4.1900
52000	Gila County	FCV (Secondary)	526,039,289		
	COUNTY-WIDE DISTRICTS				
08150	Gila Community College	LCV (Primary)	517,793,688	3,538,084	0.6833
14900	Gila County Library District	FCV (Secondary)	526,039,289	1,052,334	0.2000
11900	Fire District Assistance Tax	FCV (Secondary)	526,039,289	526,039	0.1000
	FIRE DISTRICTS				
11202	Tri-City/Central Heights	FCV (Secondary)	18,375,844	321,842	1.7514
11204	East Verde Park	FCV (Secondary)	3,018,885	67,843	2.2473
11205	Pine/Strawberry	FCV (Secondary)	72,169,809	2,102,537	2.9133
11206	Canyon	FCV (Secondary)	8,245,905	220,776	2.6774
11207	Whispering Pines	FCV (Secondary)	10,418,057	246,512	2.3662
11208	Houston Mesa	FCV (Secondary)	4,920,130	142,684	2.9000
11212	Christopher/Kohl	FCV (Secondary)	24,673,929	617,959	2.5045
11213	Tonto Basin	FCV (Secondary)	18,098,785	543,776	3.0045
11214	Gisela	FCV (Secondary)	1,537,811	40,000	2.6011
11215	Round Valley/Oxbow Estates	FCV (Secondary)	5,032,077	118,254	2.3500
11216	Pleasant Valley	FCV (Secondary)	7,237,033	93,611	1.2935
11217	Beaver Valley	FCV (Secondary)	3,877,725	87,249	2.2500
11218	Hellsgate	FCV (Secondary)	28,600,880	929,529	3.2500
	SANITARY DISTRICTS				
21251	Northern Gila County	FCV (Secondary)	194,416,727	1,166,500	0.6000
21253	Cobre Valley	FCV (Secondary)	2,917,458		
21255	Pinal Sanitary & Imprvmnt Dist	FCV (Secondary)	13,159,615		
	STREET LIGHTING DISTRICTS				
13252	Pine SLID	FCV (Secondary)	1,486,189	2,007	0.1350
13253	Miami Gardens SLID	FCV (Secondary)	261,266	3,269	1.2512
13254	Apache Hills SLID	FCV (Secondary)	108,710	3,265	3.0034
13255	East Verde Park SLID	FCV (Secondary)	3,018,885	4,404	0.1459
13257	Upper Glendale SLID	FCV (Secondary)	128,078	872	0.6808
13258	Claypool Lower Miami SLID	FCV (Secondary)	4,103,552	31,642	0.7711
13259	Central Heights Country Club Mi	FCV (Secondary)	3,766,676	22,872	0.6072
	WATER DISTRICTS				
16000	Rim Trail Domestic Water ID	FCV (Secondary)	2,233,723	40,000	1.7907
16010	Canyon County Imp Dist	FCV (Secondary)	974,569		
16040	Pine/Strawberry WID	FCV (Secondary)	61,998,809	300,000	0.4839
16050	Tonto Village DOM WID	FCV (Secondary)	2,087,499	-	0.0000
16060	Strawberry Hollow WWID	FCV (Secondary)	1,366,360		
16080	Strawberry Hollow DWID	FCV (Secondary)	1,366,360		
16090	Pine Creek Canyon DWID	FCV (Secondary)	3,922,050	88,050	2.2450
	CITIES AND TOWNS				
04151	City of Globe	LCV (Primary)	40,000,263	528,004	1.3200
54151	City of Globe	FCV (Secondary)	40,988,720		
04152	Town of Hayden	LCV (Primary)	9,152,527	698,330	7.6299
54152	Town of Hayden	FCV (Secondary)	9,155,673		
04153	Town of Miami	LCV (Primary)	4,545,309	166,727	3.6681
54153	Town of Miami	FCV (Secondary)	4,589,425		
04154	Town of Winkelman	LCV (Primary)	707,084	41,798	5.9112
54154	Town of Winkelman	FCV (Secondary)	708,735		
04155	Town of Payson	LCV (Primary)	201,988,013	619,054	0.3065
54155	Town of Payson	FCV (Secondary)	203,431,006	61,921	0.0329
04156	Town of Star Valley	LCV (Primary)	18,548,384		
54156	Town of Star Valley	FCV (Secondary)	18,624,630		

Gila County, Arizona
Net Assessed Valuations
Tax Levies and Tax Rates
SCHOOL DISTRICTS
Tax Year 2011

Exhibit A

Gila County, Arizona Authority	Purpose	Primary- -Secondary	Net Assessed Valuation	Levy Amount	Tax Rate	Total Tax Rate
05005 Young Elem SD #5	Maint/Oper, Spec Ed, Trans	Primary	18,815,784	1,156,926	6.1487	
05005 Young Elem SD #5	Capital Outlay	Primary	18,815,784	-	-	
05005 Young Elem SD #5	Soft Capital Outlay	Primary	18,815,784	9,796	0.0521	6.2008
05012 Pine/Strawberry SD #12	Maint/Oper, Spec Ed, Trans	Primary	71,886,110	2,496,000	3.4722	
05012 Pine/Strawberry SD #12	Capital Outlay	Primary	71,886,110	354,677	0.4934	
05012 Pine/Strawberry SD #12	Soft Capital Outlay	Primary	71,886,110	24,991	0.0348	4.0004
05033 Tonto Basin Elem SD #33	Maint/Oper, Spec Ed, Trans	Primary	15,086,400	716,041	4.7463	
05033 Tonto Basin Elem SD #33	Capital Outlay	Primary	15,086,400	10,230	0.0678	
05033 Tonto Basin Elem SD #33	Soft Capital Outlay	Primary	15,086,400	-	-	4.8141
07001 Globe Unified SD #1	Maint/Oper, Spec Ed, Trans	Primary	48,409,882	1,234,192	2.5495	
07001 Globe Unified SD #1	Capital Outlay	Primary	48,409,882	188,054	0.3885	
07001 Globe Unified SD #1	Soft Capital Outlay	Primary	48,409,882	-	-	2.9380
57001 Globe Unified SD #1	Debt Service	Secondary	48,800,691	660,762	1.3540	1.3540
07010 Payson Unified SD #10	Maint/Oper, Spec Ed, Trans	Primary	287,468,967	11,096,963	3.8602	
07010 Payson Unified SD #10	Capital Outlay	Primary	287,468,967	257,143	0.0895	
07010 Payson Unified SD #10	Soft Capital Outlay	Primary	287,468,967	-	-	
07010 Payson Unified SD #10	Adjacent Public Ways	Primary	287,468,967	-	-	3.9497
57010 Payson Unified SD #10	Debt Service	Secondary	291,813,161	2,389,582	0.8189	
57010 Payson Unified SD #10	Override	Secondary	291,813,161	1,217,545	0.4172	1.2361
07040 Miami Unified SD #40	Maint/Oper, Spec Ed, Trans, Dropout	Primary	56,642,261	1,751,361	3.0920	
07040 Miami Unified SD #40	Capital Outlay	Primary	56,642,261	-	-	
07040 Miami Unified SD #40	Soft Capital Outlay	Primary	56,642,261	-	-	3.0920
57040 Miami Unified SD #40	Override	Secondary	57,851,804	591,385	1.0222	1.0222
07041 Hayden/Winkelman SD #41	Maint/Oper, Spec Ed, Trans, K-3	Primary	17,403,731	807,408	4.6393	
07041 Hayden/Winkelman SD #41	Capital Outlay	Primary	17,403,731	-	-	
07041 Hayden/Winkelman SD #41	Soft Capital Outlay	Primary	17,403,731	-	-	4.6393
57041 Hayden/Winkelman SD #41	Debt Service	Secondary	17,425,547	-	-	
57041 Hayden/Winkelman SD #41	Repay State	Secondary	17,425,547	815,000	4.6770	4.6770
07020 San Carlos Unified SD #20	Maint/Oper, Spec Ed, Trans	Primary	2,080,553	-	-	
07020 San Carlos Unified SD #20	Capital Outlay	Primary	2,080,553	-	-	
07020 San Carlos Unified SD #20	Soft Capital Outlay	Primary	2,080,553	-	-	-
57020 San Carlos Unified SD #20	Debt Service	Secondary	2,145,092	-	-	
57020 San Carlos Unified SD #20	Override	Secondary	2,145,092	-	-	-
30003 CVIT	Joint Technology District Arrangeme	Secondary	126,223,134	63,112	0.0500	0.0500
30001 NAVIT	Joint Technology District Arrangeme	Secondary	291,813,161	145,907	0.0500	0.0500

GILA COUNTY
TAX LEVIES & RATES
TAX YEARS COMPARISON

TOTAL LEVIES:	Tax Yr 2011		Tax Yr 2010	
Primary				
County	$ 21,695,556	33.7%	$ 23,818,540	37.5%
Community College	$ 3,538,084	5.5%	$ 3,398,263	5.4%
Cities and Towns	$ 2,053,913	3.2%	$ 2,067,505	3.3%
School Districts	$ 20,103,782	31.3%	$ 17,905,097	28.2%
School Equalization	$ 2,205,283	3.4%	$ 2,025,997	3.2%
Total Primary	$ 49,596,618	77.1%	$ 49,215,402	77.6%
Secondary				
Library Districts	$ 1,052,334	1.6%	$ 1,201,968	1.9%
Fire Assistance	$ 526,039	0.8%	$ 600,838	0.9%
Special Districts	$ 7,195,453	11.2%	$ 7,257,666	11.4%
Cities and Towns	$ 61,921	0.1%	$ 145,000	0.2%
School Districts	$ 5,883,293	9.1%	$ 5,011,316	7.9%
Total Secondary	$ 14,719,040	22.9%	$ 14,216,788	22.4%
Total Levies	$ 64,315,658	100.0%	$ 63,432,190	100.0%

NET ASSESSED VALUATION:		
Primary	517,793,688	568,461,573
Secondary	526,039,289	600,837,768
NEW CONSTRUCTION:	10,536,575	28,791,698

AVERAGE TAX RATE:	Tax Yr 2010	Tax Yr 2010
Primary	$ 9.5785	$ 8.6576
Secondary	$ 2.7981	$ 2.3662
Total Average Tax Rate	$ 12.3766	$ 11.0238

Schools/Library	50.9%	Schools/Library	46.6%
City/Towns	3.3%	City/Towns	3.5%
Special Districts	12.0%	Special Districts	12.3%
Gila County	33.8%	Gila County	37.6%
Total	100.0%	Total	100.0%

ARF-738 **Regular Agenda Item Item #: 2- E**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	Malissa Buzan, CAP/Housing Services Manager		
Submitted By:	Carolyn Haro, Community Services Division		
Department:	Community Services Division		
Division:	Comm. Action Program/Housing Servs.		
Fiscal Year:	2011	Budgeted?:	No
Contract Dates Begin & End:	preapplication		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Malissa Buzan		

Information

Request/Subject

Rural Addressing Preservation Grant Preapplication

Background Information

A new grant opportunity is now available to add to funding for housing rehabilitation projects. A Preapplication must be submitted as a prerequisite to submitting a grant application to the United States Department of Agriculture (USDA) Rural Housing Service for Rural Housing Preservation Grant to total $100,000. This grant funding will allow the Gila County Health and Community Services Housing Division to add additional homes in Gila County for housing rehabilitation for low-income homeowners.

Evaluation

This Preapplication must be submitted in order to be eligible to apply for a USDA Rural Housing Preservation Grant and, if the grant application is approved, it will enable the Gila County Housing Department to add additional homes for rehabilitation. Funds will be leveraged along with URRD funding, APS funding and Southwest Gas funding to complete rehabilitation projects. The program is only available for eligible low-income homeowners within Gila County.

USDA is currently requesting preapplication materials to be submitted before actual grant application materials are released for submission.

Conclusion

Grant application would benefit Gila County by adding additional homes for housing rehabilitation.

Recommendation

Gila County Housing Services Department staff recommends the Board of Supervisors' approval to submit preapplication grant materials to USDA Rural Housing Service for Rural Housing Preservation Grant in the amount of $100,000.

Suggested Motion

Information/Discussion/Action to approve the submission of a United States Department of Agriculture, Rural Housing Service, Rural Housing Preservation Grant Preapplication in the amount of $100,000. **(Malissa Buzan)**

Attachments

Link: Application SF424

Link: Equal Opportunity Agreement

Link: Property Identification

Link: Request for Environmental Information

Link: Certification-Primary Covered Transactions

Link: Certification - lower tier covered transactions

Link: Drugfree Workplace

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

2. DATE SUBMITTED August 11, 2011

Applicant Identifier

1. TYPE OF SUBMISSION:

Application
- ☐ **Construction**
- ☐ **Non-Construction**

Preapplication
- ☑ **Construction**
- ☐ **Non-Construction**

3. DATE RECEIVED BY STATE

State Application Identifier

4. DATE RECEIVED BY FEDERAL AGENCY

Federal Identifier

5. APPLICANT INFORMATION

Legal Name: Gila County

Organizational Unit: Community Services Division, CAP/Housing

Address *(give city, county, State, and zip code):*
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Name and telephone number of person to be contacted on matters involving this application *(give area code)*
Malissa Buzan
928-402-8693

6. EMPLOYER IDENTIFICATION NUMBER *(EIN):*
☐☐ — ☐☐☐☐☐☐☐

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

A. State
B. County
C. Municipal
D. Township
E. Interstate
F. Intermunicipal
G. Special District
H. Independent School Dist.
I. State Controlled Institution of Higher Learning
J. Private University
K. Indian Tribe
L. Individual
M. Profit Organization
N. Other (Specify) _____

8. TYPE OF APPLICATION:

☑ **New** ☐ **Continuation** ☐ **Revision**

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

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

_____

9. NAME OF FEDERAL AGENCY:

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:
1 0 — 4 3 3

TITLE: Rural Housing Preservation Grants

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Gila County Rural Housing Preservation Project

12. AREAS AFFECTED BY PROJECT *(Cities, Counties, States, etc.):*
Gila County, Arizona

13. PROPOSED PROJECT

Start Date	Ending Date
11/1/11	9/30/12

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant AZ-001

b. Project AZ-001

15. ESTIMATED FUNDING:

a. Federal	$ 100,000.00
b. Applicant	$ .00
c. State	$ .00
d. Local	$ .00
e. Other	$ 33,000.00
f. Program Income	$ .00
g. TOTAL	$ 133,000.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:

DATE _____

b. No. ☑ PROGRAM IS NOT COVERED BY E. O. 12372
☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ **Yes** **If "Yes," attach an explanation.** ☑ **No**

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

a. Type Name of Authorized Representative	b. Title	c. Telephone Number
Michael A. Pastor	Chairman, Board of Supervisors	(928) 425-3231

d. Signature of Authorized Representative

e. Date Signed

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:
1.	Self-explanatory.
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).
3.	State use only (if applicable).
4.	If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank.
5.	Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application.
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.
7.	Enter the appropriate letter in the space provided.
8.	Check appropriate box and enter appropriate letter(s) in the space(s) provided: -- "New" means a new assistance award. -- "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. -- "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation.
9.	Name of Federal agency from which assistance is being requested with this application.
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.
11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.

Item:	Entry:
12.	List only the largest political entities affected (e.g., State, counties, cities).
13.	Self-explanatory.
14.	List the applicant's Congressional District and any District(s) affected by the program or project.
15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate *only* the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

Form RD 400-1
(Rev 5-00)

UNITED STATES DEPARTMENT OF AGRICULTURE

FORM APPROVED
OMB No. 0575-0018

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated August 15, 2011 between

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds $10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.

(g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary, that it will furnish USDA and the Secretary such information such as, but not limited to, Form AD 560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

_____	_____
Recipient	Recipient
	Michael A. Pastor, Chairman, Board of Supervisors
(CORPORATE SEAL)	Name of Corporate Recipient
Attest:	By _____
_____	President
Secretary	

Form AD-1048 (1/92)

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE.)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	*PR/AWARD NUMBER OR PROJECT NAME*
GilaCounty Community Services Division	GC Rural Housing Preservation
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE	
Michael A.Pastor, Chairman, Boardof Supervisors	
SIGNATURE(S)	*DATE*

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

USDA
Form RD 1940-20
(Rev. 4-06)

Position 3

FORM APPROVED
OMB No. 0575-0094

REQUEST FOR ENVIRONMENTAL INFORMATION

Name of Project
Gila County Rural Housing Pres

Location
Gila County, Arizona

Item 1a. Has a Federal, State, or Local Environmental Impact Statement or Analysis been prepared for this project?
☐ Yes ☐ No ☐ Copy attached as EXHIBIT I-A.

1b. If "No." provide the information requested in Instructions as EXHIBIT I.

Item 2. The State Historic Preservation Officer (SHPO) has been provided a detailed project description and has been requested to submit comments to the appropriate Rural Development Office. ☑ Yes ☐ No Date description submitted to SHPO _____

Item 3. Are any of the following land uses or environmental resources either to be affected by the proposal or located within or adjacent to the project site(s)? *(Check appropriate box for every item of the following checklist).*

	Yes	No	Unknown
1. Industrial	☐	☐	☐
2. Commercial	☐	☐	☐
3. Residential	☑	☐	☐
4. Agricultural	☐	☐	☐
5. Grazing	☐	☐	☐
6. Mining, Quarrying	☐	☐	☐
7. Forests	☐	☐	☐
8. Recreational	☐	☐	☐
9. Transportation	☐	☐	☐
10. Parks	☐	☐	☐
11. Hospital	☐	☐	☐
12. Schools	☐	☐	☐
13. Open spaces	☐	☐	☐
14. Aquifer Recharge Area	☐	☐	☐
15. Steep Slopes	☐	☐	☐
16. Wildlife Refuge	☐	☐	☐
17. Shoreline	☐	☐	☐
18. Beaches	☐	☐	☐
19. Dunes	☐	☐	☐
20. Estuary	☐	☐	☐
21. Wetlands	☐	☐	☐
22. Floodplain	☐	☐	☐
23. Wilderness *(designated or proposed under the Wilderness Act)*	☐	☐	☐
24. Wild or Scenic River *(proposed or designated under the Wild and Scenic Rivers Act)*	☐	☐	☐
25. Historical, Archeological Sites *(Listed on the National Register of Historic Places or which may be eligible for listing)*	☐	☐	☐
26. Critical Habitats *(endangered/threatened species)*	☐	☐	☐
27. Wildlife	☐	☐	☐
28. Air Quality	☐	☐	☐
29. Solid Waste Management	☐	☐	☐
30. Energy Supplies	☐	☐	☐
31. Natural Landmark *(Listed on National Registry of Natural Landmarks)*	☐	☐	☐
32. Coastal Barrier Resources System	☐	☐	☐

Item 4. Are any facilities under your ownership, lease, or supervision to be utilized in the accomplishment of this project, either listed or under consideration for listing on the Environmental Protection Agency's List of Violating Facilities? ☐ Yes ☑ No

_____
(Date)

Signed: _____
(Applicant)

Gila County Rural Housing Preservation Project
(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0094. The time required to complete this information collection is estimated to average 6 to 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County Community Services Division — Gila County Housing Preserv

Organization Name — PR/Award Number or Project Name

Michael A. Pastor, Chairman, Board of Supervisors

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) — Date

Clear Form

Form AD-1047 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Guide: Grantee's Process for Identifying Properties Requiring Rural Development Environmental Assessments

I. Before beginning work on a particular dwelling, we (grantee) agree to answer the following questions in accordance with the accompanying guidelines:

A. **Floodplains, Wetlands, and Coastal Barrier Resources System (CBRS)**

1. Is the dwelling located in a 100-year floodplain?

The grantee will check the latest Federal Emergency Management Agency (FEMA) Floodplain Insurance Rate Maps to determine if the property is located in a 100-year floodplain. These maps are provided by FEMA to each community which has been mapped, and may be reviewed at local municipal or county governmental offices. FEMA maps may be purchased from FEMA's Flood Map Distribution Center by calling 1-800-333-1363. In addition, Rural Development County Offices maintain an unofficial set of the maps. If a community has not been mapped, information regarding floodplains may be obtained from the Soil Conservation Service (SCS), the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, the U.S. Geological Survey offices, or regional or State agencies established for flood prevention purposes.

The grantee will check with the Rural Development County Supervisor if a dwelling appears to be in a questionable location. When advised to do so by Rural Development or one of the above agencies, the grantee will obtain the services of a registered engineer or appropriate environmental professional to make the floodplain determination.

2. Is the dwelling located in a wetland?

The grantee will check with the local SCS office to determine if the dwelling is located in a wetland protected by Executive Order 11990, "Protection of Wetlands." When advised to do so by SCS or Rural Development, the grantee will obtain the services of an appropriate environmental professional to make the wetland determination.

If the dwelling is located in a floodplain or a wetland, the grantee will do no work on the dwelling until Rural Development completes an environmental assessment. The grantee will abide by the decisions resulting from the assessment, including mitigation measures or a decision to reject the dwelling for the Housing Preservation Grant (HPG) program. The applicant will provide the Rural Development official performing the assessment a copy of the proposed mitigation measures for properties located in floodplains or wetlands submitted with Form RD 1940-20, "Request for Environmental Information."

3. Is the dwelling located in the CBRS?

If the dwelling is located on or adjacent to a coast of the United States or the Great Lakes, the grantee will check with the U.S. Fish and Wildlife Service to determine if the property is part of the CBRS. Rural Development County Offices servicing coastal areas may also have CBRS maps.

If a dwelling is located within the CBRS, the dwelling is ineligible for the HPG program.

B. **Historic and Archaeological Properties**

4. Does the dwelling or property have any historic or archaeological value?

The grantee will develop in consultation with the State Historic Preservation Officer (SHPO) a process to ensure full compliance with the spirit and intent of RD Instruction 2000-FF. The process will take into account the national historic preservation objectives set forth in Attachment 1 of Exhibit A of RD Instruction 2000-FF, and will encourage the rehabilitation of historic buildings in a manner that realistically meets the needs of very low- and low-income property owners while preserving the historic and architectural character of such buildings.

The grantee will identify properties that are listed or eligible for listing on the National Register of Historic Places. This will be accomplished by evaluating the property as set forth in Attachment 2 of Exhibit A of RD Instruction 2000-FF.

At a minimum, the grantee will contact the SHPO and request comments when any of the following conditions occur:

(a) The dwelling proposed for rehabilitation and/or repair is older than 50 years;

(b) Regardless of age, the property appears to have significant historic and/or archaeological features, including, but not limited to:

(1) The dwelling appears to have unusual architectural features which are not typically found in the area;

(2) A graveyard or burial ground of any type is known to be on the property;

(3) The property contains or is known to have contained a significant number of artifacts such as arrowheads, stone tools, etc.;

(4) The property is located in or adjacent to a currently listed historic district or site.

(c) Any other conditions agreed upon by the grantee and SHPO under the terms of RD Instruction 2000-FF.

When planning the rehabilitation of a historic property for a proposed recipient, the grantee will comply with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings to the extent practicable.

If, after consulting with SHPO, it is determined the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings cannot be reasonably met, or it is determined a historic property will be adversely affected, the grantee will furnish all necessary information and initiate formal consultation to afford the Advisory Council on Historic Preservation an opportunity to comment. Attachment 3 of Exhibit A of RD Instruction 2000-FF provides additional guidance on this subject.

If at any time during renovation work one of the above conditions mentioned in paragraphs (a) through (c) of this section becomes apparent, the grantee will immediately cease work on the property and contact the SHPO and Rural Development. The grantee will abide by the directions of the SHPO and Rural Development concerning further work on the property.

C. Other Environmental Considerations

5. Does the property contain any areas where chemicals or petroleum products are stored, disposed of, or appear to have been released into the environment?

If the grantee discovers such a condition on the property, the grantee will not remove or handle any of these materials. The grantee will immediately consult with the occupants/owners of the dwelling regarding the situation and will contact Rural Development and, if appropriate, the local Health Department or environmental regulatory agency for further guidance.

6. Are there adjacent land uses which now or in the future present a potential detriment to the quality of the environment of the subject property?

The grantee will do a thorough reconnaissance of the surrounding area and determine if there are: noise sources (railroads, airports, industry, heavily traveled highways, etc.); safety or sanitary problems; air pollution sources; or severe deficiencies in services such as fire protection, crime control, etc.

If any of the adverse environmental conditions noted in paragraphs 5 and 6 of this section are discovered, the grantee will do no work on the dwelling until Rural Development has been consulted. The grantee will abide by the decisions resulting from the consultation and/or assessment, including mitigation measures or a decision to reject the dwelling for the HPG program.

II. We (the grantee) will answer each of these questions on each property considered for inclusion in the HPG program, and will document the recipient file with our findings. If none of the questions are answered "Yes," we will document such in the recipient file and will proceed with the repair/rehabilitation of the property as planned. We will monitor the work being done to insure that all construction wastes are properly disposed of. We will fully cooperate with and assist Rural Development in the preparation of any necessary environmental reviews on the property.

SUBMITTED BY:

Micharl A. Pastor	**Chairman, Board ofSupervisors**
Grantee	Title
Signature	Date

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U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160, of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the MAY 25, 1990, Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

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

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

(e) Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

5515 S. Apache Avenue, Suite 200

Globe, Arizona 85501

Check ☐ if there are workplaces on file that are not identified here.

Gila County Community Services Division	Gila County Housing Preservation Project
Organization Name	Award Number or Project Name
Michael A. Pastor, Chairman, Board of Supervisors	
Name and Title of Authorized Representative	
Signature	Date

Instructions for Certification

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.

2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If know, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

``Controlled substance'' means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

``Conviction'' means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

``Criminal drug statute'' means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

``Employee'' means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all ``direct charge'' employees; (ii) all ``indirect charge'' employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if sued to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

ARF-640 **Regular Agenda Item Item #: 2- F**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	Malissa Buzan, CAP/Housing Services Manager		
Submitted By:	Cecilia Bejarano, Community Services Division		
Department:	Community Services Division		
Division:	Comm. Action Program/Housing Servs.		
Fiscal Year:	2010-2011	Budgeted?:	Yes
Contract Dates Begin & End:	April 1, 2011- 4/1/2012		
Grant?:	No		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Malissa Buzan		

Information

Request/Subject

Subscription Service Agreement with CAPLUCK, Inc.

Background Information

This is a new contract between CAPLUCK, Inc. and Gila County Community Action Program, Housing Services, in the amount of $3,500 for a year-long subscription for a data collection and demographic program. This data collection and demographic program is being implemented by all Community Action Programs (CAPs) throughout Arizona in order to universalize the collection process for the Results Oriented Management Agency (ROMA) Plan.

Evaluation

By the Gila County Board of Supervisors approving the CAPLUCK Inc. Subscription Service Agreement, the Community Action Program, Housing Services Department, will be able to collect data and demographic information with the same method as all Arizona Community Action agencies thus resulting in a more accurate Results Oriented Management Agency Plan.

Conclusion

It is important that the Board of Supervisors approve the Subscription Service Agreement between Gila County Community Action Housing Services and CAPLUCK, Inc. so the data collection and demographic information collection is accurate and acceptable to the Results Oriented Management Agency Plan.

The Arizona Community Action Association will pay a one-time installation and setup charge of $1,500 plus $3,500 for the first year's subscription, which begins on April 1, 2011, and ends on March 31, 2012. Thereafter, Gila County Community Action Program/Housing Services will pay the $3,500 yearly cost. This Service Agreement may be terminated by either party by providing 180-day written notice before the beginning of the next annual billing period. The agreement cannot be terminated during the annual subscription term.

Recommendation

The Community Action Program/Housing Services Manager recommends that the Board of Supervisors approve the Subscription Service Agreement with CAPLUCK, Inc.

Suggested Motion

Information/Discussion/Action to approve a Subscription Service Agreement between CAPLUCK, Inc and the Gila County Division of Community Services, Community Action Program/Housing Services, whereby CAPLUCK, Inc. will provide software services that will allow for the universal collection of data and demographics of assistance provided to eligible citizens residing in Gila County at a charge of $3,500 per year.**(Malissa Buzan)**

Attachments

Link: Subscription Service Agreement with CAPLUCK, Inc.

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement (this "Agreement") is made as of the Effective Date 4-1-2011 by and between CAPLUCK, Inc. ("COMPANY" or "LICENSOR") and **Gila County CAP** ("SUBSCRIBER" or "LICENSEE"). COMPANY and SUBSCRIBER hereby agree that the following terms and conditions will apply to the services and software provided (Community Action Management System) by COMPANY to SUBSCRIBER.

WHEREAS, COMPANY provides certain software services via a website ("Website") to Designated Log In page provided by Company (the "Services"); and

WHEREAS, SUBSCRIBER desires to use the Services upon the terms contained herein.

THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1. "Authorized Platform" means the computer or operating system, or both, on which Licensee is authorized to use the Software pursuant to this Agreement. The Authorized Platform, Windows Operating System with Internet Explorer.
1.2. "Authorized Site" means a location at which Licensee is authorized to use the Software. The Authorized Site is Agency Locations.
1.3. "Documentation" means all user manuals and other written material created by Licensor to describe the functionality or assist in the use of the Software.
1.4. "Licensee" means Agency and includes any employee, consultant, or contractor of Licensee, provided that the employee, consultant, or contractor is using the Software in the performance of his or her duties as an employee, consultant, or contractor of Licensee.
1.5. "License Fee" means the fee to be paid by Licensee to Licensor as consideration for the license granted under this Agreement and the right to use the Software and the Documentation.
1.6. "Licensor" means CAPLUCK Solutions, Inc.
1.7. "Software" means the computer program or programs marketed as "Community Action Agency Data Management System" in object code form only, and the any Product Documentation. Software includes any updates, modification, bug fixes, updates, enhancements, or other modifications. It does not include any version of the Software that constitutes a separate product because of differences in function or features.

2. THE SERVICE. Subject to all terms and conditions of this Agreement, COMPANY will provide the SUBSCRIBER with the use of the Community Action Agency Management System

3. TERM. The initial term of this Agreement shall be twelve months from the Effective Date (the "Initial Term").Thereafter, this Agreement can be renew for additional one (1) year terms ("Renewal Terms") unless Subscriber notifies Company in writing no later than 60 days prior to the expiration of the then current Term that it desires to terminate the Agreement (collectively, the Initial Term and any Renewal Terms constitute the "Term").

4. Subscription FEE. The yearly Total Annual Usage Fee in the amount of **$3500.00 /** Year and as set forth in Exhibit A of is due upon execution of this Agreement.

5. BILLING PERIOD AND PAYMENT METHOD. COMPANY shall charge and collect subscription fees on an annual basis. An invoice will automatically be issued to a SUBSCRIBER at the beginning of this Agreement for the initial Total Annual Usage Fee and any Setup Fees. Invoices are billed in U.S. Dollars and payable by check or money order in U.S. Dollars drawn on a U.S. Bank. The SUBSCRIBER agrees to pay the Total Annual Usage Fee annually, for its account in accordance with the usage fee and billing terms in effect at the time the fees are due and payable. Invoice amounts are exclusive of all taxes, levies, or duties that may be imposed by taxing authorities having jurisdiction over the SUBSCRIBER's access location.

6. INVOICE ERRORS. The SUBSCRIBER must contact COMPANY in writing within 45 days of the date of an invoice claimed to reflect a billing error to be eligible to receive a credit or adjustment.

7. **NON-PAYMENT.** In the event the SUBSCRIBER account becomes more than 30 days overdue, COMPANY reserves the right to suspend the Service provided to the SUBSCRIBER and terminate this Agreement without any obligation and liability to SUBSCRIBER.

8. SERVICE ACCESS AND AVAILABILITY. The SUBSCRIBER shall be solely responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Service, and for paying all third-party access charges incurred while using the Service.

9. SECURITY. SUBSCRIBER shall notify COMPANY immediately of any unauthorized use of its account (including, if applicable, the passwords and accounts of each user accessing the Service by means of an account established by SUBSCRIBER) or any other breach of security. COMPANY will not be liable for any loss or damage arising from SUBSCRIBER's failure to comply with these requirements

10. PROPRIETARY SOFTWARE AND LICENSE. Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a nonexclusive, nontransferable license in the Software, to use and reproduce the Software exclusively for the Service as described in paragraph 1 above. Except as specifically granted in this Agreement, Licensor owns and retains all right, title, and interest in the Software, Documentation, and any and all related materials. This Agreement does not transfer ownership rights of any description in the Software,

Documentation, or any related materials to Licensee or any third party. Licensee shall not modify, reverse engineer, or decompile the Software, or create derivative works based on the Software. Licensee shall not distribute the Software to any persons or entities other than Licensee's employees, consultants, or contractors. Licensee may not sell the Software to any person or make any other commercial use of the software. Licensee shall retain all copyright and trademark notices on the Software and Documentation and shall take other necessary steps to protect Licensor's intellectual property rights.

10.1 Licensee may not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without Licensor's prior written consent, which will not be unreasonably withheld. This Agreement shall be binding upon the successors and assigns of the parties to this Agreement.

10.2-The SUBSCRIBER acknowledges, and agrees, that the SUBSCRIBER, its employees and agents, are expressly prohibited, directly or indirectly, from attempting to discover the source code, underlying algorithms, or technology of the Software; renting, leasing, selling, assigning, or transferring rights to the Software; modifying or making derivative works based on the Software; or using the Software in any service bureau or timeshare capacity. The SUBSCRIBER acknowledges, and agrees, that COMPANY retains exclusive ownership throughout the world of its Software, including portions or copies, and all rights not expressly granted to the SUBSCRIBER are reserved by COMPANY.

11. USE RESTRICTIONS. SUBSCRIBER may not use the Service for spamming, chain letters, junk mail or distribution lists to contact any person who has not given specific permission to be included in such list. SUBSCRIBER agree not to transmit, or permit SUBSCRIBER's employees to transmit, through the Service any unlawful, harassing, libelous, abusive, threatening, vulgar, obscene or otherwise objectionable material of any kind. SUBSCRIBER agree to only use the Service for purposes authorized herein, in compliance with all applicable laws including, without limitations, copyright, trademark, obscenity and defamation laws. Unlawful activities may include (without limit) storing, distributing or transmitting any unlawful material, attempting to compromise the security of any networked account or site, or making direct threats of physical harm. SUBSCRIBER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST ANY CLAIM OR ACTION THAT ARISES FROM SUBSCRIBER'S USE OF THE SERVICE IN AN UNLAWFUL MANNER OR IN ANY MANNER INCONSISTENT WITH THE RESTRICTIONS AND POLICIES STATED HEREIN.

12. TERMINATION OF SERVICE AGREEMENT. The SUBSCRIBER or COMPANY may terminate this Service Agreement by notifying the other party with a 180 day written notice before the beginning of the next annual billing period. Contract cannot be terminated during the annual subscription. Upon termination of the Service Agreement for any reason, the SUBSCRIBER, and all users accessing the Service using the SUBSCRIBER account, will

immediately be denied access to the Service. After termination, COMPANY will remove all data in the SUBSCRIBER account.

13. RIGHTS ON TERMINATION. Licensor has and reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized use of Software. On termination all rights granted to Licensee under this Agreement cease and Licensee will promptly cease all use and reproduction of the Software and Documentation, and Licensee will promptly return all copies of the Software to Licensor or destroy all of Licensee's copies of the Software and so certify to Licensor in writing within fourteen (14) days of termination. All indemnity provisions set forth herein shall survive any termination of this Agreement, as will any cause of action or claim of either party, whether in law or in equity, arising out of any breach or default. All client data can be available to client after the contact is terminated with no outstanding invoices. Data will be exported from CAP60 Data Base and transferred to client.

14. SUBSCRIBER SUPPORT. COMPANY, or its designee(s), shall provide Email or Telephone support during normal business hours (9:00am to 5:00pm Pacific Standard Time Zone) Monday-Friday, except on holidays.

15. **SUBSCRIBER DATA.** COMPANY warrants that all data inputted into the Service by the SUBSCRIBER (SUBSCRIBER Data), or its agents, is and shall remain the exclusive property of the SUBSCRIBER. The SUBSCRIBER acknowledges, and agrees, that SUBSCRIBER shall remain solely responsible for the accuracy, integrity, reliability, quality, and legality, of SUBSCRIBER Data, and COMPANY shall not be held accountable or liable for any correction, deletion, loss, destruction, or failure to store any such SUBSCRIBER Data. All SUBSCRIBER Data is considered confidential. COMPANY will not share, rent, sell, trade or otherwise disclose any personally identifiable information or SUBSCRIBER identifiable information.

16. **SUBSCRIBER'S REPRESENTATIONS AND WARRANTIES.** SUBSCRIBER represent and warrant to us that (a) SUBSCRIBER are at least 18 years old; (b) SUBSCRIBER have the right, power and authorization necessary to enter into and perform this Agreement; and (c) that SUBSCRIBER will obtain all necessary consents from the parents or guardians of children that may be required to comply with applicable law, rule or authority for use, collection, transmission and storage of SUBSCRIBER Data on the Internet,

17. **RELATIONSHIP OF PARTIES.** COMPANY, in providing the Services, is acting as an independent contractor and does not undertake by this Agreement or otherwise to perform any regulatory or contractual obligation of the SUBSCRIBER. COMPANY has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by COMPANY under this Agreement.

18. DISCLAIMER OF WARRANTIES. SUBSCRIBER ACKNOWLEDGE AND AGREE THAT THE PRODUCT AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF COMPANY, ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "COMPANY PARTIES") GUARANTEES THE TIMELINESS, ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THE PRODUCTS OR SERVICES, OR THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED, ERROR FREE OR VIRUS FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS WEBSITE AND THE TIMELINESS, USEFULNESS, ACCURACY OR COMPLETENESS OF THE PRODUCTS AND SERVICES IS ASSUMED SOLELY BY SUBSCRIBER. ALL OF THE COMPANY PARTIES HEREBY SPECIFICALLY DISCLAIM ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL OF THE COMPANY PARTIES DISCLAIM ANY WARRANTIES WITH RESPECT TO ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEBSITE, THE PRODUCTS OR SERVICES.

19. OWNERSHIP. COMPANY is the sole and exclusive owner of, the Software and Documentation and all Intellectual Property Rights therein. Except for the limited license granted herein the SUBSCRIBER acquires no rights therein.

20. INDEMNITY. SUBSCRIBER shall defend COMPANY against any third party claim, action, suit or proceeding resulting from SUBSCRIBER's use of the Product or Services, SUBSCRIBER's acts, omissions or misrepresentations under this Agreement, and/or SUBSCRIBER's breach of this Agreement. SUBSCRIBER shall indemnify COMPANY for all losses, damages, liabilities and all reasonable expenses and costs (including attorneys' fees) incurred by COMPANY as a result of any such claim, action, suit or proceeding. COMPANY shall provide SUBSCRIBER with reasonable written notice of any claim, action, suit or proceeding for which COMPANY is seeking indemnity, grant control of the defense and settlement to SUBSCRIBER, and reasonably cooperate with SUBSCRIBER at the SUBSCRIBER's expense. Notwithstanding the foregoing, SUBSCRIBER shall not enter into any settlement that would in any way affect COMPANY's continued use of the Products or the Website and/or continued offering of the Services.

21. LIMITATION OF LIABILITY. In the event of any Software is defective, Licensee's exclusive remedy shall be for Licensor to replace defective Software media; if Licensor is

unable to replace the media within thirty (30) days of notification by Licensee of a defect, Licensee's sole remedy is to terminate this Agreement, at which time Licensor will refund any and all license or other fees paid by Licensee pursuant to this Agreement.

IN NO EVENT SHALL COMPANY, TOTAL LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY THE SUBSCRIBER TO COMPANY. FOR THE SERVICE UNDER THIS SERVICE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACT OF INJURY THAT GAVE RISE TO THE LIABILITY. NEITHER COMPANY NOR ITS LICENSORS SHALL BE LIABLE TO ANYONE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OR INACCURACY OF DATA, REVENUE, OR PROFITS) ARISING OUT OF, OR IN CONNECTION WITH, THIS SERVICE OR THE INABILITY TO USE THE SERVICE, EVEN IF COMPANY, LLC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22.1 CONFIDENTIALITY: Licensee acknowledges that the Software and Documentation, and all information relating to the business and operations of the Licensor that Licensee learns or has learned during or prior to the term of this Agreement, are the valuable, confidential, and proprietary information of the Licensor. During the period this Agreement is in effect, and at all times afterwards, Licensee, and its employees, contractors, consultants, and agents, will: (a) safeguard the confidential information with the same degree of care that it uses to protect its own confidential information; (b) maintain the confidentiality of this information; (c) not use the information except as permitted under this Agreement; and (d) not disseminate, disclose, sell, publish, or otherwise make available the information to any third party without the prior written consent of Licensor.

22.2. Limitations on Confidentiality Restrictions. Section 22.1 does not apply to any information that: (a) is already lawfully in the receiving party's possession (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of the receiving party; (c) is disclosed to the receiving party by a third party who may transfer or disclose such information without restriction; (d) is required to be disclosed by the receiving party as a matter of law (provided that the receiving party will use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order therefore); (e) is disclosed by the receiving party with the disclosing party's approval; and (f) is independently developed by the receiving party without any use of confidential information. In all cases, the receiving party will use all reasonable efforts to give the disclosing party ten (10) days' prior written notice of any disclosure of information under this agreement.

GENERAL PROVISIONS.

24. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of California, United States of America, without giving effect to principles

of conflict of laws. Any dispute arising under this Agreement shall be resolved by binding arbitration to be administered by ADR Services, Inc.; or if that entity is not available; or if that entity is not available by American Arbitration Association; or if that entity is not available, by a retired judge agreed to by the parties or appointed by a court of competent jurisdiction

25. Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

26. Headings. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.

27. Notice. Any notices provided pursuant to this Agreement shall be in writing.

28. Entire Agreement. This Agreement, including the Exhibits attached hereto, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. It may be changed only by a writing signed by both parties. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

29. Survival. All provisions of this Agreement relating to proprietary rights, confidentiality and non-disclosure, indemnification and limitation of liability shall survive the completion of the Services or any termination of this Agreement.

30. **No Publicity.** SUBSCRIBER may not use COMPANY's name, or any trademark, service mark, trade name or logo of COMPANY without the prior written consent of COMPANY in each instance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

COMPANY

By:__Hamid Kohan_____

Its:___ President_____

SUBSCRIBER

Gila County CAP

By:_____

Michael A. Pastor, Chairman

Title: Gila County Board of Supervisors

Approved as to form:

_____

Bryan Chambers

Chief Deputy County Attorney

Exhibit A

Pricing Schedule Head Start Solution

COST SCHEDULE

	Includes	Fee
Setup	**Installation and Setup** (one time only) Includes: Unlimited Online Training Paid by the AZCAA	------ **$1,500.00**
Annual Subscription	**Unlimited Web-Access to CAP60 Solutions** **Unlimited Live Technical Support** **Unlimited Users** **Application Hosting and Bandwidth** **Regular Updates and Enhancements** **Regular Nightly Backup** **Annual Subscription Fee** Payable by AZCAA **Using reporting system only****	**Net** **$3,500.00**

ATTACHMENT "A"

(CAP60)

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

ANTI-TERRORISM WARRANTY

Pursuant to **A.R.S. §35-397** the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

CANCELLATION

This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.**

COMPANY

By: _____

Hamid Kohan
President

ARF-676 **Regular Agenda Item Item #: 2- G**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	Steve Stratton, Public Works Division Director		
Submitted By:	Shannon Coons, Public Works Division		
Department:	Public Works Division		
Fiscal Year:	2012	Budgeted?:	Yes
Contract Dates Begin & End:	9-27-2001 thru 9-26-2031		
Grant?:	No		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Amendment No. 1 to Ground Lease and Use Agreement -Central Heights Complex with MUSD (Miami Unified School District).

Background Information

Gila County is pursuing a grant from Arizona Public Service Company (APS) for solar energy savings in a 20-year period. In order to participate in the grant, the existing lease in place between Gila County and the Miami Unified School District (MUSD) for the Central Heights County Complex must be extended another 10 years and an APS Landlord/Tenant Rider must be signed. The MUSD Board is meeting August 8, 2011, and will sign the Lease Amendment to extend the lease and the APS Landlord/Tenant Rider. The APS Grant Application for the solar energy project is due August 31, 2011.

Evaluation

Gila County has invested a great deal of time and money into the Central Heights County Complex that was once a school. The MUSD doesn't have a use for the property and the County has a need for the space. Adding another 10 years to the Ground Lease and Use Agreement will show the MUSD that Gila County has a plan to maintain the property until at least September 2031. The solar investment that Gila County is applying for will also be an added benefit to the property.

Conclusion

With the extension of the Lease and the approval of the APS Landlord/Tenant Rider, Gila County can apply for the APS solar energy grant for this property. The grant application is due August 31, 2011.

Recommendation

Staff of the Public Works Division recommends the approval of Amendment No. 1 to the Ground Lease and Use Agreement-Central Heights Complex and the APS Landlord/Tenant Rider form for the Solar Power Energy Grant Application which is due August 31, 2011.

Suggested Motion

Information/Discussion/Action to authorize the Chairman's signature on Amendment No. 1 to the Ground Lease and Use Agreement-Central Heights Complex between Gila County and the Miami Unified School District to extend the Agreement for an additional 10 years beyond the original termination date of September 26, 2021, to September 26, 2031, and the APS Landlord/Tenant Rider form. **(Steve Stratton)**

Attachments

Link: MUSD - APS Landlord/Tenant Rider

Link: Amendment No. 1 to Ground Lease and Use Agreement-Central Heights Complex

Link: Original Lease
Link: Dual Representation Form - GC and MUSD

APS Renewable Energy

LANDLORD/TENANT RIDER

LANDLORD INFORMATION

Landlord Name Miami Unified School District No. 40

Phone (928) 425-3085 Email Lteague41@hotmail.com

Mailing Address 4739 E. Ragus Road, Globe, Arizona 85501 Central Height School Building

PLEASE NOTE THAT LANDLORD MUST HAVE AN ACTIVE LANDLORD TENANT TRANSFER OF SERVICE AGREEMENT ON FILE WITH THE COMPANY IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THE INCENTIVE PROGRAM.

TENANT INFORMATION

Tenant Name Gila County; Michael A. Pastor, Chairman Board of Supervisors

Phone (928) 425-3231 Email mpastor@co.gila.az.us

Mailing Address 1400 East Ash Street, Globe, Arizona 85501

Recipient of Incentive Payment ☐ Landlord ☐ Tenant ☒ 3RD Party

If payment will go to a 3rd Party, please specify name and address of the recipient to receive payment (must be the System dealer, installer, or manufacturer).

Tioga Energy 123 Mission Street, 9th Floor
San Francisco, California 94105 (415) 625-0715

ROLES AND RESPONSIBILITIES

Owner of Renewable Energy System ☒ Landlord ☐ Tenant

Party responsible for maintenance of the Renewable Energy System ☐ Landlord ☒ Tenant

NOTE: Your signature below is your acknowledgement that the owner of the Renewable Energy System and the party responsible for maintenance of the System are jointly responsible for compliance with the Terms and Conditions for APS's Renewable Energy Incentive Program.

Responsible Party for APS Account ☐ Landlord ☒ Tenant

ALL PARTIES ARE BOUND TO PROMPTLY INFORM APS BEFORE THERE IS ANY CHANGE TO THE ROLES AND RESPONSIBILITIES SPECIFIED IN THIS LANDLORD/TENANT RIDER. A CHANGE TO THE ROLES AND RESPONSIBILITIES MAY RESULT IN THE NECESSITY TO COMPLETE AN AMENDED AGREEMENT.

LANDLORD

Robert Mawson, President
Name (Please Print)

Signature

8/8/11
Date

TENANT

Michael A. Pastor, Chairman
Name (Please Print)

Signature

Date

862-20CA (4-07)

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

Michael M. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr.,, County Manager,
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

GROUND LEASE AND USE AGREEMENT

CENTRAL HEIGHTS COMPLEX

AMENDMENT NO. 1

Effective September 27, 2001, Gila County and Miami Unified School District No. 40, entered into a Ground and Use Lease Agreement whereby Gila County agreed to lease the property at 5515 S. Apache Avenue, Globe, AZ, commonly known as "Central Heights School".

Per page 2, Covenants No. 2, of the agreement, the lease shall be in effect for a twenty (20) year term, and shall automatically be extended by additional five (5) year increments. The lease will expire September 26, 2021.

Amendment No. 1 will allow the lease period to be extended through September 26, 2031, and shall automatically be extended by additional five (5) year increments unless written notice is given by either party no less than twelve (12) months prior to the expiration date of an intent not to renew the lease.

All other terms and conditions shall remain in accordance with the original agreement through the extension period of September 26, 2031.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 8th day of August, 2011.

AMENDMENT #1

LESSEE

GILA COUNTY BOARD OF SUPERVIORS:

_____

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

_____

Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, Gila County Attorney**

LESSOR

MIAMI UNIFIED SCHOOL DISTRICT NO. 40:

Robert

Robert Mawson, President, Governing Board

ATTEST:

Tom Castaneda

Tom Castaneda, Clerk

APPROVED AS TO FORM:

_____

Attorney for Lessor

GILA CO, AZ, LINDA HAUGHT ORTEGA - RECORDER, BY: GILA COUNTY BOARD OF SUP
DATE: 10/31/2001 TIME: 11:59 PAGE #: 0001 OF 0008 FEE #: 2001 16558 **

SEP 26 2001

After recording, please deliver to: Marian Sheppard, BOS

GROUND LEASE AND USE AGREEMENT

THIS GROUND LEASE AND USE AGREEMENT (the "Lease") is made as of the 27th day of September, 2001, by and between Miami Unified School District No. 40, a political subdivision of the State of Arizona, hereinafter referred to as "Lessor", and Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "Lessee".

RECITALS:

1. Lessor owns that certain real property and improvements (hereinafter referred to as "the Real Property"), located in the County of Gila, State of Arizona, and described as Assessor Parcel Number 20709141, 5515 S. Apache Avenue, Globe, AZ, commonly known as the "Central Heights School."

2. Lessee conducts Gila County governmental services and is in need of additional property and improvements within which to locate certain governmental departments.

3. Lessor and Lessee desire to enter into a mutually beneficial agreement whereby Lessor provides the Real Property and Lessee provides improvements, renovations, equipment, and other tangible personal property, (hereinafter "Assets"), all of which shall be used by Lessor pursuant to this Lease.

4. This Agreement is entered into pursuant to the powers granted to Lessor pursuant to A.R.S. §15-342(7), and to Lessee pursuant to A.R.S. §11-251(54).

COVENANTS:

For valuable consideration and the mutual promises and covenants herein contained, the Lessor and Lessee agree as follows:

1. Leased Premises: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, pursuant to the provisions of this Lease, the Real Property described above, along with all buildings, ground space, appurtenances, curtilege, playground, parking areas (hereinafter, the "Leased Premises"), together with the right to use the parking areas on the Real Property for Lessee's employees, agents, public, and other invitees.

2. Term. This Lease shall be for a twenty (20) year term, commencing on the date hereof (hereinafter the "Term"), and shall automatically be extended by additional five (5) year increments, unless written notice is given by either party, no less than 12 months prior to the expiration date, of an intent not to renew the Lease.

3. Rent. Lessee intends to construct permanent renovations and improvements to the Leased Premises. The consideration for this Lease shall be the value of Lessee's renovation investment, which renovations shall become Lessor's pursuant to Section 10. Such renovations and improvements shall include a roof with a 40 year life, and permanent connection of waste water disposal to the City of Globe's wastewater discharge system.

4. Surrender of Premises. Lessee shall, on the expiration of the Term or terms hereby created, or upon other termination of this Lease, quit and surrender the Leased Premises in good order, condition and repair.

5. Purpose of Lease. The Leased Premises shall be open to the public during the hours and days on which Gila County government is in operation. At this date, Lessee intends to locate the following governmental departments in the Leased Premises:

A. Gila County Community Services Division

B. Gila County Elections Department

C. Gila County Library District

D. Gila County Public Fiduciary

E. University of Arizona Cooperative Extension Office

However, Lessee may modify or add additional departments or other general office purposes as the Leased Premises may accommodate.

6. Utilities, Janitorial Services and Supplies. Lessee shall fully and promptly establish and pay for all gas, heat, light, power, water, janitorial services, and refuse collection, furnished to or consumed upon the Leased Premises during the Term hereof. All other costs and expenses of every kind incurred in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted hereon, including but not limited to telephone service, telephone lines required for computer linkups and supplies and materials shall be provided and paid for by Lessee. Lessor shall not be liable for any interruption or failure in the supply of any utilities to the Leased Premises unless such a failure is the result of an act of the Lessor or Lessor's agents.

7. Insurance.

a. Building and Improvements. Lessor shall obtain and keep in force, a standard form property insurance policy or policies in the name of Lessor, at the expense of the Lessee, insuring against the perils of fire—extended coverage, vandalism, malicious mischief—special extended coverage

(all risk) loss or damage to the Leased Premises. The amount of such insurance shall be equal to the full (100%) replacement cost of the Leased Premises as the same shall exist from time to time, but in no event more than the commercially reasonable and available insurable value thereof. Such building and improvement casualty insurance policy shall additionally insure the Lessee-installed improvements and fixtures to the Leased Premises but shall not insure Lessee's personal property and trade fixtures which shall be insured by Lessee individually under Paragraph 7(c). If the coverage is available and commercially appropriate, such policy or policies shall insure against all risk of direct physical loss or damage (except perils of flood and/or earthquake), including coverage for debris removal and any required upgrading, demolition, reconstruction, replacement of any portion of the Leased Premises as a result of a covered loss.

b. Liability Insurance. Lessee agrees to provide, pay for and keep in force during the term of this Lease and any extension thereof, at its sole cost and expense, a policy or policies of comprehensive general liability insurance protecting Lessee and Lessor against claims for bodily injury, personal injury, and property damage based upon or resulting form the ownership, use, occupancy or maintenance of the Leased Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis, providing single-limit coverage in amounts as shown:

Personal Injury:	$2,000,000 per person
	$5,000,000 per accident
Property Damage:	$ 500,000

Lessee shall use its best efforts to provide an endorsement on each policy or policies whereby the insurer gives to Lessor at least thirty (30) days written notice prior to alteration, cancellation or other occurrence which in any way affects the coverage provided. Lessor shall be named as an additional insured on such policies of comprehensive general liability insurance.

c. Lessee's Personal Property and Trade Fixtures. Lessee shall obtain and keep in force, a standard form property insurance policy or policies in the name of Lessee, at the expense of Lessee, insuring against the perils of fire—extended coverage, vandalism, malicious mischief—special extended coverage (all) risk) loss or damage to the Leased Premises upon the personal property of Lessee and any trade fixtures of Lessee located at the Leased Premises. Lessee shall alone be entitled to the receipt of all insurance proceeds paid for in connection with any of the trade fixtures and personal property of Lessee unsured under such policy.

d. Insurance Policies. All policies maintained pursuant to this Lease shall be with companies or entities duly licensed and properly authorized to transact such business in the state of Arizona. Lessor specifically approves Lessee's obtaining and maintaining any such policies with the

Arizona Counties Insurance Pool ("ACIP"). Each party shall, at the request of the other party, deliver to the other party evidence of such policies of insurance or certificate evidencing the existence and amounts of the required insurance. Failure of any party to obtain a policy of insurance required by this section shall entitle the other party to obtain the policy required hereunder and seek reimbursement for such costs and any losses occurring from such party's failure to maintain the insurance required.

e. Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils insured hereunder whether due to the negligence of Lessor or Lessee or their agents, employees, contractors and/or invitees. The parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor, Lessee, as the case may be so long as the insurance is not invalidated thereby.

8. Damage or Destruction

a. Insured Loss Damage. Subject to the provisions of subsection (c) below, if the Leased Premises are damaged or destroyed by any casualty or element and such damage and casualty does not occur within the last six (6) months of any term which has not been extended by Lessee, this Lease shall continue in full force and effect at the option of the Lessee and Lessee may, in its sole discretion, require Lessor to utilize the proceeds from any property insurance to restore, repair or rebuild the Leased Premises to substantially the same condition they were in before their damage or destruction. Such funds shall be advanced for the rebuilding of the Leased Premises to substantially the same condition they were in before their damage or destruction. Such funds shall be advanced for the rebuilding of the Leased Premises to Lessee to fund the rebuilding of the Leased Premises consistent with proper construction financing requirements and procedures. In the event Lessee elects to repair the Leased Premises, Lessee shall be responsible for any construction management and oversight required for the rebuilding required for the rebuilding of the Leased Premises which shall be done in accordance with the rules and regulations governing such matters. In the event Lessee does not desire to repair the damage to the Leased Premises, and damage exceeds $100,000.00, Lessee may upon written notice terminate this Lease and neither party shall have any further liability to the other except for any continuing indemnity obligations required under this Lease.

b. Uninsured Loss Damage. Subject to the provisions of subsection (c) below, if at any time during the Term of this Lease there is damage which is not an insured loss, unless caused by a grossly negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessee may at Lessee's option either (i) repair such damage as soon as reasonably possible at Lessee's expense, in which event this Lease shall continue in full force and effect, or (ii) if damage

exceeds $100,000.00, give written notice to Lessor of termination of this Lease and neither party shall have any further liability to the other except for any continuing indemnity obligations required under this Lease.

c. Damage Near End of Term. At any time during the last six (6) months of any term which has not been extended by Lessee there is damage, whether or not an insured loss, either party may at its option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to the other party within sixty (60) days after the date of occurrence of such damage.

d. Lessee's Trade Fixtures and Personal Property. Lessor shall not be required to make any repairs or replacement of any Lessee trade fixtures or personal property. Any and all insurance proceeds for Lessee's trade fixtures and personal property shall belong solely to Lessee and shall be utilized by Lessee as Lessee determines appropriate in its sole discretion as set forth in subsection 7(c) above.

9. Repairs. Lessor shall not be responsible for maintenance or repairs of any kind on or to the Leased Premises. Lessee shall, at all times during the term hereof, at its own cost and expense, maintain, replace and keep in good condition and repair the Leased Premises and improvements placed or erected on the Leased Premises and the mechanical systems therefor. Lessee shall keep the Leased Premises free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished or obligations incurred by or at the instance of Lessee. Similarly, Lessor shall not use or allow any liens or activities on the Leased Premises that would interfere with Lessee's use and enjoyment of the Leased Premises.

10. Construction of Improvements; Changes and Alterations; Delivery of Premises. Lessee shall have the right, with Lessor's consent (which consent shall not be unreasonably withheld) to construct improvements, additions or renovations on the Leased Premises during the Term, or any extension period. Lessor shall notify Lessee of its intended improvements, additions or renovations. If Lessor does not protest within thirty (30) days of notification, Lessee's consent shall be deemed granted.

Trade fixtures and furniture may be removed by Lessee at the end of the Term, provided any damage to the Leased Premises done by removal shall be repaired by Lessee. Lessor shall cooperate with Lessee in the acquisition of all permission and permits, licenses, etc. required for such improvements/alterations/renovations.

11. Access to Premises. Lessor or Lessor's agents shall be entitled to enter the Leased Premises at all reasonable hours for any reasonable purpose, including but not limited to, inspection of the Leased Premises.

12. Assignment, Subletting and Successors. Lessee shall have the right to sublet all or part of the Leased Premises with Lessor's consent (which consent shall not be unreasonably withheld.)

13. Entire Agreement. This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than are herein set forth. No representations have been made to, or relied upon by, either party or anyone acting for or on behalf of either party by any person, which are not fully and completely set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

14. Partial Invalidity. If any term, convenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law, unless the partial invalidity shall make the remaining portion of the Lease unreasonable to enforce.

15. Notices. All notices, demands or elections of whatsoever sort which this Lease requires or permits either party to give to the other, shall be in writing and shall be personally delivered or shall be delivered by certified mail, return receipt requested, addressed to the respective parties as follows:

LESSEE:

Gila County
County Administrator
1400 E. Ash Street
Globe, AZ 85501

LESSOR:

Miami Unified School District No. 40
Governing Board President
PO Drawer H
Miami, AZ 85539

Miami Unified School District No. 40
Superintendent
PO Drawer H
Miami, AZ 85539

Either party may designate to the other in writing, given in accordance with this paragraph, a different address for service of notice. Notice by registered or certified mail shall be deemed served upon receipt.

16. Governing Law and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Should suit be brought by Lessor or Lessee to enforce or to recover on any of the terms and conditions contained in this Lease, the substantially prevailing party therein shall be entitled to reasonable attorneys' fees and court costs.

17. Waiver. No waiver of any covenant of this Lease or a breach of such covenant shall constitute a waiver of any covenant or the continued breach of the covenant.

18. This Lease may be cancelled by either party under the conditions specified in A.R.S. §38-511.

19. Indemnification by Lessee. Lessee agrees to indemnify, defend, and hold harmless Lessor from and against any assessment, claim, demand, obligation, liability, loss, cost, damage, or expense, including without limitation, interest, penalties, and reasonable attorneys' fees resulting from, arising out of, or relating to any breach or default in the performance by Lessee of any covenant or agreement of Lessee contained in this Lease; or any liability arising out of any and all actions, suits, proceedings, claims, demands, judgments, costs, and expenses caused by Lessee's actions or inactions.

Lessor shall promptly notify Lessee of any such liability, breach of warranty, inaccuracy, misrepresentation, or other claim arising under the foregoing indemnification provision. Lessee may contest and defend in good faith any claim of third parties covered by this section provided such contest is made without cost or prejudice to Lessor, and provided Lessee notifies Lessor within thirty (30) days from receipt of notice thereof of Lessee's desire to contest the claim. If Lessee does not notify Lessor of Lessee's desire to contest the claim, Lessee shall reimburse Lessor on demand for any payment actually made by Lessor at any time after the closing date with respect to any liabilities, obligations, expenditures, or claims to which the foregoing indemnity relates.

20. Indemnification by Lessor. Lessor agrees to indemnify, defend and hold harmless Lessee from and against any assessment, claim, demand, obligation, liability, loss, cost, damage, or expense, including without limitation, interest, penalties, and reasonable attorneys' fees resulting from, arising out of, or relating to any breach or default in the performance by Lessor of any covenant or agreement of Lessor contained in this Lease; or liability arising out of any and all actions, suits, proceedings, claims, demands, judgments, costs, and expenses caused by Lessor's actions or inactions.

Lessee shall promptly notify Lessor of any such Liability, breach of warranty, inaccuracy, misrepresentation, or other claim arising under the foregoing indemnification provision. Lessor may contest and defend in good faith any claim of third parties covered by this section provided such contest is made without cost or prejudice to Lessee, and provided Lessor notifies Lessee within thirty (30) days from receipt of notice thereof of Lessor's desire to contest the claim. If Lessor does not notify Lessee of Lessor's desire to contest the claim, Lessor shall reimburse Lessee on demand for any payment actually made by Lessee at any time after the closing date with respect to any liabilities, obligations, expenditures, or claims to which the foregoing indemnity relates.

IN WITNESS WHEROF, the parties hereto have executed this Lease the day and year first above written.

LESSOR:

MIAMI UNIFIED SCHOOL
DISTRICT NO. 40

by: _____
Robert Mawson
President, Governing Board

ATTEST:

by: _____
Clerk, Governing Board

APPROVED AS TO FORM:

_____
Attorney for Lessor

LESSEE:

GILA COUNTY

by: _____
Cruz Salas
Chairman, Board of Supervisors

ATTEST:

by: _____
Clerk, Board of Supervisors

APPROVED AS TO FORM:

_____
James W. Hazel, Jr.
Gila County Attorney

DISCLOSURE OF DUAL REPRESENTATION

In approving the preceding Intergovernmental Agreement between Miami Unified School District No. 40, Gila County Attorney Daisy Flores has represented Gila County and the Miami Unified School District No. 40.

Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County and the Miami Unified School District No. 40, Daisy Flores has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by her responsibilities to the other.

However, it is possible in the future that if any dispute arises from this IGA, and Gila County and the Miami Unified School District No. 40 are adverse to each other, Daisy Flores may have to invoke the requirements of Ethical Rule 1.7.

Arizona Ethical Rule 1.7 is as follows:

> Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:
>
> (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
> (1) the representation of one client will be directly adverse to another client; or
> (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client. a former client or a third person or by a personal interest of the lawyer.
>
> (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:
> (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client:
> (2) the representation is not prohibited by law; and:
> (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

Therefore, the undersigned acknowledges this dual representation and acknowledges that if the Rule's conflict of interest occurs, Daisy Flores may have to withdraw her representation of one or both clients.

_____	_____
Date	Michael A. Pastor, Chairman Gila County Board of Supervisors
_____	_____
Date	Robert Mawson, President Miami Unified School District No. 40 Governing Board

ARF-718 **Regular Agenda Item Item #: 2- H**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	Robert Hickman, Facilities Manager	Submitted By:	Valrie Bejarano, Finance Department
Department:	Public Works Division	Division:	Facilities
Fiscal Year:	FY 2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	10-4-2011 to 10-3-2012		
Grant?:	No		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Request for Proposals No. 070111-1 for County Facilities Janitorial Service Globe, Arizona

Background Information

For several years Gila County had hired a contractor to handle the evening custodial duties. In January 2011 a new contractor was awarded a contract to work for the County. In June 2011, Gila county exercised its right to cancel the contract and hired temporary custodians to clean the Globe buildings until a new contract can be put in place.

Evaluation

Using an outside contractor allows greater flexibility to meet the varying demands of the County needs concerning janitorial services.

Conclusion

The advertisement of RFP No. 070111-1 would result in the possible hiring of a contractor to provide janitorial services at Globe County facilites. The advertisement dates of Request for Proposals 070111-1 will be August 17 and 24, 2011.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors approve the advertisement of Request for Proposals No. 070111-1 for janitoral services of County facilities in Globe

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 070111-1 for janitorial services at County facilities located in Globe, Arizona. **(Steve Stratton)**

Attachments

Link: Request to Advertise RFP 070111-1

Link: Request for Proposals No. 070111-1 Janitorial Service

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

SEE GC2-7-111 (ART.1) OF PROCUREMENT PROCEDURES FOR INSTRUCTIONS TO PREPARE THIS FORM

All departments procuring purchases in excess of $50,000.00 that requires advertising for bids must follow the Procurement Procedure and must complete item "I" of this form prior to such a purchase. **The requesting Department is responsible for writing the necessary specifications and routing them, including this form, accompanied by a Bid Request Form to the Procurement Department.** THIS FORM MUST BE COMPLETE, ACCURATE, AND HAVE A COPY OF THE SPECIFICATIONS ATTACHED BEFORE ROUTING BEGINS. ALL CALLS FOR BID/PROPOSALS AND SPECIFICATIONS WILL BE IN ACCORDANCE WITH THE AZ. REVISED STATUTES AND THE GILA COUNTY PURCHASING CODE AND PROCEDURES.

I. IS THIS A CALL FOR BID: X PROPOSAL: _____ DEPARTMENT NAME: **Public Works Facilities Management**

FUNDING SOURCE: FUND NO.: **6880** DEPT NO.: **341** PROGRAM NO.: **102** LOCATION NO.: **000** ACCOUNT NO.: **4200.20** PJCT: _____

I. DESCRIPTION: List item(s) to be purchased, Purpose, Spec. Summary, Estimated Cost and Funding Source. It is the intent of this solicitation to establish a contract with a contractor to provide janitorial services for County facilities in Globe, AZ.

Signed: _____ Date: 7/25/11 Signature indicates material specifications are approved as written.
Elected Officials or Department Head

II. DEPARTMENTAL INFORMATION ONLY BID NO.: **070111-1**
(For Procurement Use Only)

Action Dates:

Department Receipt: ___/___/___ Placed on Agenda: **08 / 15 / 11**

Presented to Board: ___/___/___ Approved to Call: ___/___/___

Delivered to Paper: ___/___/___ Paper Name: **Arizona Silver Belt**

Advertised Dates: From: **08 / 17 / 11** To: **08 / 24 / 11**

Closing Date: **09 / 14 / 11** Bid Award Date: **10 / 04 / 11**

Awarded to: _____ P.O. No.: _____

Proposed Delivery Date: ___/___/___

III. OTHER APPROVAL (only as necessary)

Public Works: Dept. Head Sign: _____ Date: 7/25/11

Community Action: Dept. Head Sign: _____ Date: ___/___/___

MIS Department: Dept. Head Sign: _____ Date: ___/___/___

IV. APPROVED FUNDING

Finance Director Signature: _____ Date: ___/___/___

V. LEGAL AND ADMINISTRATIVE APPROVAL (Bid packet must be completed and attached)

Signed: _____ Date: ___/___/___
Bryan B. Chambers, Chief Deputy County Attorney (Approved as to form)
for Daisy Flores County Attorney

Signed: _____ Date: ___/___/___
Michael A. Pastor, Chairman, Board of Supervisors (Approved as to specifications and information)

VI. AWARD APPROVAL

Signed: _____ Date: ___/___/___
(Declaration that the Board of Supervisors approved the award as stated in Section V. of this page)
Michael A. Pastor, Chairman of the Board of Supervisors, Gila County

GILA COUNTY

REQUEST FOR PROPOSALS
070111-1

JANITORIAL SERVICE
GLOBE, ARIZONA

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member

COUNTY MANAGER
Don E. McDaniel Jr.

GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 070111-1
JANITORIAL SERVICE GLOBE, ARIZONA

Notice is hereby given that the Gila County Facilities and Land Management Department is requesting proposals from qualified Contractors to provide Janitorial Services for County facilities located in Globe, Arizona.

SUBMITTAL DUE DATE: 3:00 PM, Local AZ Time, Wednesday, September 14, 2011

RETURN PROPOSAL TO: Gila County Procurement
1400 East Ash Street
Globe, AZ 85501

MANDATORY PRE-BID MEETING: 10:00 AM, Thursday, September 1, 2011,
1400 E. Ash St., Globe, AZ (2nd Floor Reception Area)

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Procurement Department, until the time and date cited.

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

Questions regarding the technical aspects of this Request for Proposals shall be directed to: Robert Hickman, Facilities Manager, PH. 928-402-8591. Questions regarding the general terms and conditions of this Request for Proposals should be directed to, Valrie Bejarano, 928-402-8612

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Board of Supervisors 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 be returned unopened. **Late proposals shall not be considered**.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: August 17 and 24, 2011

Signed: _____ Date: _____
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: _____
Michael A. Pastor, Chairman, Board of Supervisors

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SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for janitorial services at several of its facilities. The Contractor shall furnish all necessary labor, supervision, equipment, transportation and all effort necessary to perform the required services at the designated locations.

Building Address	Square Footage	Floors	Bathrooms	Mop Closets	Storage Closets
Gila County Courthouse 1400 E. Ash St. Globe, AZ 85501	47,076	1st 2nd 3rd	8 7 10	1 0 1	1 0 0
Michaelson Building 149 S. Broad St. Globe, AZ 85501	7,952	1st 2nd	2 2	1 1	1 1
Health & Community Services 5515 S. Apache Ave. Globe, AZ 85501	27,581	1	6	3	1
WIC Building 5515 S. Apache Ave Globe, AZ 85501	1,792	1	1	1	0
Public Works Administration 745 N. Rose Mofford Way Globe, AZ 85501	11,000	1	2	1	0
Facilities/Sign Shop Building 725 N. Rose Mofford Way Globe, AZ 85501	2,256	1	2	1	0
Roads/Shop Office 1100 W. Besich Blvd Globe, AZ 85501	1,980	1	2	1	0
Guerrero Building 1400 E. Ash St. Globe, AZ 85501	5,976	1	2	0	0

Contract may be awarded to multiple Contractors depending on what is deemed to be in the best interest of Gila County.

Scope of Services continued...

SPECIFIC REQUIREMENTS

Building Areas and Janitorial Standards:

- **S**weeping and Dust Moping (Uncarpeted Areas)
  1. Vestibules, lobbies and entries
  2. Corridors
  3. Stairwells, stars and landings (interior)
  4. Elevators and elevator vestibules
  5. Offices, Courtrooms and Conference rooms

- **S**weeping and Dust Mopping Standards

  Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are <u>not</u> acceptable for use.

- **V**acuuming (Carpeted Areas)
  1. Lobbies and entries (interior)
  2. Stairwells, stairs and landings (interior)
  3. Corridors
  4. Offices, Courtroom and Conference rooms

- **D**usting and Vacuuming (Low Cleaning-Under 6')
  1. All furniture and fixtures (i.e.) file cabinets, tables, etc.
  2. Window sills, ledges, etc.
  3. Vending Machines
  4. Stairwells, stairs, landings and railings (interior)

- **D**usting and Vacuuming (High Cleaning-Over 6')
  1. Door casings
  2. Partitions, wood paneling, etc.

- **D**usting and Vacuuming Standards

  Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage. Tops of desks will also be excluded from dusting.

- **T**rash Removal
  1. Empty <u>all</u> trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet.
  2. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters.

- **T**rash Removal Standards

  All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash which is placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. Trash shall not be allowed to blow around. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle.

- **W**ashing

  1. Clean and sanitize urinals inside and out
  2. Clean and sanitize commodes inside and out.
  3. Clean mirrors
  4. Clean and sanitize miscellaneous restroom and toilet fixtures.
  5. Clean and sanitize restroom and toilet floors.
  6. Clean and sanitize restroom wash basin wall area and toilet wall area.
  7. Clean and sanitize shower rooms.
  8. Damp wipe all restroom and locker room ledges and sills.
  9. Spot clean walls, doors and trim.
  10. Clean and sanitize water fountains.
  11. Windows inside and outside of building

- **W**ashing Standards

  Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.

  A. Washing Glass: Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers. Use only soft cloths on Plexiglas. The washing shall not contaminate adjacent non-glass areas. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source. Sill and frames shall be damp wiped.

  B. Washing Non-Glass: All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration. They shall be left clean without streaks. Scrub brush or scour pad shall be used where necessary to loosen the dirt.

  C. Washing in Restroom, Public and Patient Areas: Restroom floors, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

- **D**amp Wiping Standards

  Surfaces shall be left clean and free from film or streaks upon completion of damp wiping.

- **D**isinfecting Standards

  Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes.

Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.

- **W**et Mopping
  All tile, wooden or hard surface floors.

- **W**et Mopping Standards
  After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stars, landings & elevator hard floors.

  There shall be no mop strings left on the floor. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are <u>not</u> acceptable for use.

- **P**olishing
  Clean and polish <u>all</u> brass and stainless steel (i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.).

- **P**olishing Metal Trim and Plumbing Hardware
  This shall be accomplished with metal polish. Chromium-plated, stainless steel and brass shall be polished with a dry cloth or textile disposable wipers. All surfaces shall be rubbed to a soft gloss with clean cloth or textile disposable wipers.

- **S**pray Buffing (Hard Surfaced Floors)
  Spray buff all lobbies, corridors, and conference rooms. Spray buff product to be of the same manufacturer as floor finish.

- **S**pot Cleaning Carpets
  A carpet adequately spot cleaned is free of all stains, deposits, or spills. (Exceptions: Any stain, contractor has made every attempt to remove by industry standards, and such stain has become permanent to the surface). Care will be taken to use a product or cleaning that will not harm or discolor the carpet fibers or backing.

Work Schedule

Cleaning services shall be provided, five (5) nights a week (excluding those weeks with an official holiday), Monday through Friday unless otherwise noted on Bid Reply Section for specific building. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where County offices are closed. There are 10 County holidays, and services will not be provided on these days unless the County agency makes such request and pays for these additional services.

- **Daily Schedule**
  1. Empty all wastebaskets; transport to specified area for removal. Replace liners as needed.

2. Clean all entryways and walkways six feet outside of entry.
3. Sweep or dusts mop all entrances, entryways, and lobbies.
4. Spot clean all glass and interior partitions.
5. Clean all restrooms.
    a. Clean and disinfect all drinking fountains.
    b. Clean and disinfect all sinks, toilets, and urinals.
    c. Remove all finger marks from walls, stalls, doors, and light switches.
    d. Damp wipe all ledges and sills.
    e. Clean all mirrors and ledges of mirrors.
    f. Sweep and mop all uncarpeted floors (Including Health Department Exam Rooms)
    g. Replenish all restroom with paper towels, tissue, and soap.
    h. Empty and remove trash.
6. Clean elevators, door tracks, and lobbies.
7. Remove trash from all buildings to the Shop garbage bin.
8. Clean all kitchens by sweeping, mopping floors and removing trash only.
9. Sweep and dust stairwells, stairs, and landings (interior). Wet mop, as needed.
10. Vacuum all courtrooms and offices with vacuum cleaner.

- **Two Times Weekly – (Minimum):**
    1. Vacuum all carpeted floors (including under desks) with a vacuum cleaner.
    2. Clean stairwells, steps and tread in the Courthouse using appropriate cleaning machine. Wipe down hand rails.

- **Two Times Weekly – (Minimum):**
    1. Dust furniture in lobby areas (top, side, and lower area), fixtures, ledges, and window sills using a treated dust cloth or feather duster.
    2. Remove all finger marks from furniture, fixtures, ledges and sills.
    3. Damp mop all quarry and tile floors.

- **Monthly**
    1. Wash baseboards, doors and door handles in all buildings.
    2. Clean light switches.

- **Semi-Annually**
    1. Wash windows inside and out of each building.
    2. Clean window blinds.

Billable Work

Carpet Cleaning Per County Request

- Carpet cleaning shall be performed as directed by the County on an as need basis. Carpet cleaning shall consist of shampooing or steam cleaning (after a thorough vacuuming).

Stripping and Waxing of Floors per County Request

- Stripping and waxing of floors shall be performed as directed by the County on an as need basis. All tile floors shall be stripped, all dirt and old wax removed, doors and baseboards cleaned, and three (3) coats of non-slip floor finish added.

Custodial Personnel / Subcontractors

Contractor must provide trained qualified personnel to perform the duties required under this contract. A list of persons, and their phone numbers, performing the work shall be provided by the Contractor to the County should the need arise in case of an emergency.

All individuals working for the awarded Contractor must pass a background check prior to working on Gila County property under this project. Investigation will include criminal record, driving record, personal references, past employment/volunteer status, educational/professional status. All questionable findings of background checks will be discussed with special panel of Gila County Management and Law Enforcement. (page 34)

The Contractor shall provide a job supervisor for this contract who shall be responsible to the County for the competent performance of all custodial work. The supervisor shall make sufficient daily routine inspections to insure work is performed as specified. In addition, Contractor supervisor shall direct the cleaning activities of the custodial staff.

Contractor supervisor shall inspect the building prior to employees leaving and any deficiencies will be corrected.

The Contractor shall provide to the County the name and phone number of the supervisor and alternate(s) who shall act for the Contractor when the supervisor is absent. This information shall be designated in writing to the Gila County Facilities and Land Management Manager prior to contract start date.

GENERAL REQUIREMENTS

Temporary Work Changes

Locations and janitorial service at the locations may change from time to time pending on the needs of the County. It is possible during the period of this Contract that new locations may be added and some locations removed from the schedule. These location changes shall be processed as an amendment to the contract requiring Board approval and shall result in no penalties to the County.

The County shall have the right to require Contractor's personnel to perform other cleaning duties on the premises as the County shall deem desirable or necessary and Contractor shall promptly comply with such requirements, provided however, that only such of Contractor's personnel who are performing cleaning services of a routine cleaning nature shall be utilized and provided further that the Contractor shall not be required to perform the effected routine cleaning services during such times. No change in payment rate for routine work will be made due to temporary work changes.

Contract Performance

If at any time during the term of the contract the performance becomes unsatisfactory to the County, the Contractor will be directed to provide adequate personnel or otherwise correct the unsatisfactory performance. Any cost to the County directly related to correction of unsatisfactory performance will be deducted from Contractor's billing. Contractor shall do all the work provided in the specifications and shall do additional extra and incidental tasks as may be considered necessary from time to time to complete the work in a satisfactory manner.

Scope of Services continued...

County Furnished Supplies

Gila County reserves the right to control all janitorial products and chemicals that will be used in each designated building. Copies of Material Safety Data Sheets on each chemical shall be kept on file.

The County is responsible for ordering Janitorial Supplies and will control inventory of the paper products, chemicals and cleaning products and shall be responsible for storage of these products and chemicals.

Contractor Equipment

Contractor shall provide their own equipment to perform the scope of work under this contract.

Contractor's equipment must be in good operating condition at all times and must meet OSHA standards. The appearance, cleanliness, and suitability for the job of all equipment must be acceptable to the County at all times.

Storage Space

Contractor shall store its supplies and equipment in storage areas and custodial closets designated by the County. Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations. Basins, sinks and drains will be wiped clean daily and sanitized at least weekly.

Safety

For all operations requiring the placing and movement of the Contractor's equipment, Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and County personnel.

All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property in and around areas of cleaning operations.

ADOSH Guidelines

Contractor will be familiar with and operate within guidelines set forth by the Arizona Division of Occupational Safety and Health which affects custodial and housekeeping operations. Contractor will insure that all employees assigned to this contract are knowledgeable of the current ADOSH guidelines affecting custodial and housekeeping operations.

INFORMATION REQUEST

Requests for additional information relating the ***Scope of Services*** should be directed to Robert Hickman, (928)402-8591, rhickman@co.gila.az.us.

Requests for additional information relating to the instruction or general conditions of this bid should be directed to Valrie Bejarano (928)402-8612, vbejarano@co.gila.az.us.

MANDATORY PRE-BID MEETING

There will be a mandatory pre-bid meeting held Thursday, September 1, 2011, 10:00 AM. The meeting will begin at the Globe Courthouse, 1400 E. Ash St., Globe, AZ, 2nd floor, and continue to the locations on page 3 of RFP packet.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

A. Sealed Proposals will be received by the Gila County Public Works Division, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.

B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

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

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 30.
2. Copies of all addenda must be attached to the submittal.

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

Inquires

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 5:00 pm, September 6, 2011 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A. Proposal results ARE NOT provided in response to telephone or written inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Public Works offices and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on Notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page, 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, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor(s) awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

3. The County is not responsible for any 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, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "JANITORIAL SERVICE", Bid No., "070111-1", Date "SEPTEMBER 14 2011", and time "3:00 PM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

    a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all Proposals; or portions thereof; or
        3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(s). 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(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.

5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of 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 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 31, BIDDERS OFFER PAGE, Exhibit "D" Bidders Qualification and Certification forms(s) pages 22-23.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the 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.

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.

Payment of Taxes: The Contractor shall be responsible for paying all applicable taxes.

Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W9 Form: In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511.**

Termination of Contract

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

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

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

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

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

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Services Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide janitorial services for Gila County, Globe, Arizona.

SECTION 1.0

General Purpose

1.1 All product specifications are **minimum.**

1.2 Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.

1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.

1.5 Contractor shall review its Proposal submission to assure the following requirements are met.

- 1.5.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
- 1.5.2 Qualification and Certification Forms
- 1.5.3 Price Sheet
- 1.5.4 References List
- 1.5.5 No Collusion Certification
- 1.5.6 Intentions Concerning Subcontracting
- 1.5.7 Legal Arizona Workers Act Compliance
- 1.5.8 Checklist & Addenda Acknowledgment
- 1.5.9 Offer Page
- 1.5.10 Gila County Human Resources Department Background Authorizaiton

SECTION 2.0

Proposal Pricing & Term

2.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.

2.2 The contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, cancelled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2)

additional one 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.

2.3 Profit costs may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisor's approval by an amendment to the contract prior to any such extension.

SECTION 3.0

Ordering and Delivery:

3.1 ORDERING: Gila County does not warrant the order of any equipment or services prior to actual need. Gila County's personnel may re-order equipment or services as it becomes necessary or based on the required needs within the County during the term of this contract.

3.2 PRODUCT DELIVERY: Gila County Facilities and Land Management Office. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

SECTION 4.0

4.1 **Evaluation of Proposal and Negotiations**

The Director shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal

4.2 **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 or any information derived from competing Proposals is prohibited.

  a. Any Response to a request for Clarification of a Proposal shall be in writing.
  b. Gila County shall keep a record of all Negotiations.

- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.

  a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.

b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.

- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.

  a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
  b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

INSURANCE PROVISIONS

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.

Insurance Requirements

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. Policy shall be endorsed to **include master key coverage**.
   b. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**
   c. Policy shall be endorsed to **include coverage for "care-custody-control"**.

2. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
   Combined Single Limit (CSL) $1,000,000
   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

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

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

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

4. **Fidelity Bond or Crime Insurance**
   Bond or Policy Limit $_____
   a. The bond or policy shall be issued with limits of 50% of the contract value or $50,000 - whichever amount is greater.
   b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
   c. The bond or policy shall **include coverage for third party fidelity.**
   d. The bond or policy shall **include coverage for extended theft and mysterious disappearance.**
   e. The bond or policy **shall not contain a condition requiring an arrest and conviction.**

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
   1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the 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, Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501, and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 070111-1 Janitorial Services, Globe, Arizona

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   _____
   _____
   _____

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractor.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
   d. List the specific qualifications the Contractor has in supplying the specified services.
   e. A 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.
   f. Gila County reserves the right to request additional information.
   g. Sealed list of equipment used in performing the services must accompany proposal.

Qualification & Certification continued…

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
(If Applicable)

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

7. **Current Contractor Business License Number:** _____
(If Applicable)

8. **Contractor must provide copies of all required Arizona Certifications in performing the scope of services provided in this request for proposals.**

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 070111-1 Janitorial Service, Globe, Arizona.

Contractor Name: _____ **Phone No.:** _____

Location	Square Foot	Cost Per Square Foot	Total Cost
Gila County Courthouse	47,076	$ _____	$ _____
Michaelson Building	7,952	$ _____	$ _____
Health & Community Services	27,581	$ _____	$ _____
WIC Building	1,792	$ _____	$ _____
Public Works Administration Building	11,000	$ _____	$ _____
Facilities/Sign Shop Building	2,256	$ _____	$ _____
Roads/Shop Office	1,980	$ _____	$ _____
Guerrero Building	5,976	$ _____	$ _____

BILLABLE WORK	
Description	**Price Per Square Foot**
Carpet Cleaning (Including strain removal.)	$ _____
Stripping and Waxing Floors	$ _____

*Each location shall be billed separately with location identified on invoice when submitted to County for payment. County Terms "Net 30".

All applicable taxes shall be included in proposed amount.

REFERENCE LIST

References

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

1. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

2. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

3. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____
   Job Description: _____
   _____
   _____

_____
Name of Business

_____
Signature of Authorized Representative

_____
Title

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

STATE OF ARIZONA)
)ss
COUNTY OF:)

_____
(Name of Individual)
being first duly sworn, deposes and says:

That he is _____
(Title)

of_____ and
(Name of Business)

That he is bidding on **Gila County BID NO. 070111-1 JANITORIAL SERVICE, GLOBE** and,

That neither he nor anyone associated with the said _____

_____
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ **My Commission expires:**
Notary Public

_____

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for **BID NO. 070111-1 JANITORIAL SERVICE, GLOBE**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the 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 Bid. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County 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. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

☐ It is my intention to subcontract a portion of the work.

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

_____
Name of Firm

_____
By: (Signature)

_____
Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) 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.

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION IN BIDDING	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____
BACKGROUND AUTHORIZATION	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2011

_____
Contractor:

_____
By:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Request for Sealed Proposals No. 070111-1 Janitorial Service. All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Globe, AZ on or before September 14, 2011, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

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

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

Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

CONTRACT NUMBER: 070111-1 Janitorial Service, Globe, Arizona

Contractor Submitting Proposal:

_____
Company Name

_____
Address

_____
City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

_____
Signature of Authorized Person to Sign

_____
Printed Name

_____
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 070111-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 070111-1**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2011

_____

Michael A. Pastor, Chairman of the Board

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

Gila County Human Resources Department
Background Authorization

I hereby give Gila County Human Resources the right to make a thorough investigation of my background including:

- Criminal Record
- Driving Record
- Personal References
- Past Employment/Volunteer Status
- Educational/Professional Status

And any other persons or sources as appropriate for the position for which I have expressed an interest.
I release from liability all persons, companies, and corporations supplying such information and indemnify and hold harmless Gila County from any liability which might result from such an investigation.
I understand that I do not have to agree to this background check, but that refusal to do so may exclude me from consideration.
I understand that information collected during this background check will be limited to that appropriate to determining my suitability for certain positions and that all such information collected during the check will be kept confidential.
I hereby extend my permission to those individuals or organizations contacted, for the purpose of this background check, to give their full and honest evaluation of my suitability of the described position and such other information, as they deem appropriate.

Signed: _____ Date: _____

Witnessed: _____ Date: _____

Name: _____ _____ _____
(Last) (First) (Initial)

DOB: _____/_____/_____ Social Security # _____-_____-_____

Driver's License # _____ State Issued: _____

ARF-737 **Regular Agenda Item Item #: 2- I**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	Steve Stratton, Public Works Division Director
Submitted By:	Shannon Boyer, Public Works Division
Department:	Public Works Division
Presenter's Name:	Steve Stratton

Information

Request/Subject

Adopt Resolution No. 11-08-09 for Erik and Cheryl Long Roadway Exchange & sign Quit Claim Deed

Background Information

Gila County is going to be doing a widening project on Russell Road and realignment of the intersection at Hope Lane and Russell Road. The County needs to acquire some land from Erik and Cheryl Long for the realignment . It was not necessary to have all of the current easement on Russell Road. The County is exchanging square foot for square foot by what it owns on Russell Road for land that Erik and Cheryl Long own on Hope Lane.

Evaluation

The exchange is beneficial to both parties and a land appraisal is not necessary since both properties are adjacent to each other. The evaluation would be the same.

Conclusion

It is in the best interest of Gila County to exchange the properties described in the Resolution.

Recommendation

Staff recommendation is to adopt the Resolution allowing the exchange of properties as described in Resolution No. 11-08-09, and to authorize the Chairman's signature on the Quit Claim Deed whereby Gila County is deeding property to Erik and Cheryl Long.

Attached to this agenda item is a recorded Quit Claim Deed whereby Erik and Cheryl Long deeded property to Gila County.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 11-08-09, which pertains to a roadway exchange between Erik C. and Cheryl D. Long and Gila County, and to authorize the Chairman's signature on a Quit Claim Deed for said roadway exchange. **(Steve Stratton)**

Attachments

Link: Resolution No. 11-08-09

Link: Resolution No. 11-08-09 Record of Survey

RESOLUTION NO. 11-08-09

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS FOR THE ROADWAY EXCHANGE OF THAT PROPERTY DESCRIBED AS FEE NO. 2011-007310, GILA COUNTY RECORDS, AND THAT PROPERTY DESCRIBED IN EXHIBITS "A" & "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF AND ISSUED BY QUIT CLAIM DEED, PURSUANT TO A.R.S. §28-7203

WHEREAS, A.R.S. §28-7203 authorizes the Gila County Board of Supervisors to exchange roadways with an abutting land owner; and,

WHEREAS, it is in the best interest of Gila County to exchange that roadway described in the legal description attached hereto; and,

WHEREAS, the abutting land owner has granted Gila County a new roadway in exchange for the roadway described in the attached legal descriptions.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Gila County Board of Supervisors that the property exchange described as Fee No. 2011-007310, Gila County Records, and in the attached Exhibits "A" & "B" be exchanged according to the legal descriptions. Quit Claim Deeds will be issued for said exchange and transfer of ownership.

PASSED AND ADOPTED this 15th day of August 2011, at Globe, Gila County, Arizona

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard
Chief Deputy Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

_____

Bryan Chambers
Chief Deputy County Attorney

Exhibit A

LEGAL DESCRIPTION
(A Portion of Russell Road adjacent to Parcel No. 207-23-017B)

Gila County Public Works **May 11, 2011**
Job No. GC2011-01 (Gila County to Long)

A parcel of land being in the Northeast Quarter of the Northwest Quarter of Section 27, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said parcel of land is a portion of that property described in Docket 864, Pages 85-86, records of the Gila County Recorder, Gila County, Arizona, having a boundary more particularly described as follows:

Commencing at a 1/2 inch pipe marking the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 27, from which point a 2 1/2" inch aluminum cap marking the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 27 bears South 00°17'15" West a distance of 1305.02 feet;

THENCE North 88°12'14"East along the north line of said Section 27, a distance of 32.02 feet to a point on the easterly right-of-way line of Russell Road;

THENCE South 00°17'15" West along said easterly right-of-way line a distance of 251.67 feet to the TRUE POINT OF BEGINNING;

THENCE North 89°42'45" West a distance of 4.50 feet;

THENCE South 00°17'15" West a distance 242.16 feet;

THENCE southeasterly 10.83 feet along a tangent curve to the left, having a radius of 30.98 feet, a central angle of 20°01'32" and whose chord bears South 24°24'11" East a distance of 10.77 feet to a point on the easterly right-of-way line of Russell Road;

THENCE North 00°17'15" East along said easterly right-of-way line a distance of 251.95 feet to the POINT OF BEGINNING, having an area of 0.026 acres, more or less.

SUBJECT TO: Arizona Revised Statute § 28-7210 - all rights-of-way or easements of existing sewer, gas, water, or similar pipelines and appurtenances, and for canals, laterals or ditches and appurtenances, and for electric, telephone and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

2011-007310 QCD Page: 2 of 3
06/30/2011 12:18:20 PM Receipt #: 11-3525
Rec Fee: $0 Gila Co Engr
Gila County, Az, Sadie Tomerlin Dalton, Recorder

Exhibit B

LEGAL DESCRIPTION
(A Portion of Parcel No. 207-23-017B)

Gila County Public Works
Job No. GC2011-01 (Long to Gila County)

May 11, 2011

A parcel of land being in the Northeast Quarter of the Northwest Quarter of Section 27, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said parcel of land is a portion of that property described in Docket 722, Pages 395-398 and Docket 802, Pages 784-785, records of the Gila County Recorder, Gila County, Arizona, having a boundary more particularly described as follows:

Commencing at a 1/2 inch pipe marking the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 27, from which point a 2 1/2" inch aluminum cap marking the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 27 bears South 00°17'15" West a distance of 1305.02 feet;

THENCE North 88°12'14"East along the north line of said Section 27, a distance of 32.02 feet to a point on the easterly right-of-way line of Russell Road;

THENCE South 00°17'15" West along said easterly right-of-way line a distance of 503.62 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South 00°17'15" West along said easterly right-of-way line a distance of 30.65 feet to a point on the northerly sideline of Hope (E. Landfill) Lane;

THENCE South 89°43'15" East a distance of 20.80 feet along said northerly sideline;

THENCE southeasterly 55.92 feet along a tangent curve to the right, having a radius of 70.00 feet, a central angle of 45°46'08" and whose chord bears South 66°50'11" East a distance of 54.44 feet to a point on said northerly sideline;

THENCE North 46°02'53" East a distance of 6.00 feet;

2011-007310 QCD Page: 3 of 3
06/30/2011 12:18:20 PM Receipt #: 11-3525
Rec Fee: $0 Gila Co Engr
Gila County, Az, Sadie Tomerlin Dalton, Recorder

THENCE northwesterly 67.76 feet along a curve to the left, having a radius of 101.02 feet, a central angle of 38°25'55" and whose chord bears North 57°56'00" West a distance of 66.50 feet;

THENCE continuing northwesterly 23.11 feet along a curve to the right, having a radius of 30.98 feet, a central angle of 42°44'00" and whose chord bears North 55°46'57" West a distance of 22.57 feet to the POINT OF BEGINNING, having an area of 0.026 acres, more or less.

RECORD OF SURVEY

SHOWING

THAT PROPERTY DESCRIBED IN
DOCKET 722, PGS 395-398,
DOCKET 802, PGS 784-785
AND DOCKET 864, PGS 85-86

SITUATE IN
THE NE 1/4 OF THE NW 1/4 OF SECTION 27
TOWNSHIP 1 NORTH, RANGE 15 EAST
GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA

STATE OF ARIZONA, COUNTY OF GILA
I DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED AND RECORDED AT THE REQUEST OF _____

DATE _____ TIME _____

SURVEY MAP NO _____ OFFICIAL RECORDS OF GILA COUNTY, WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

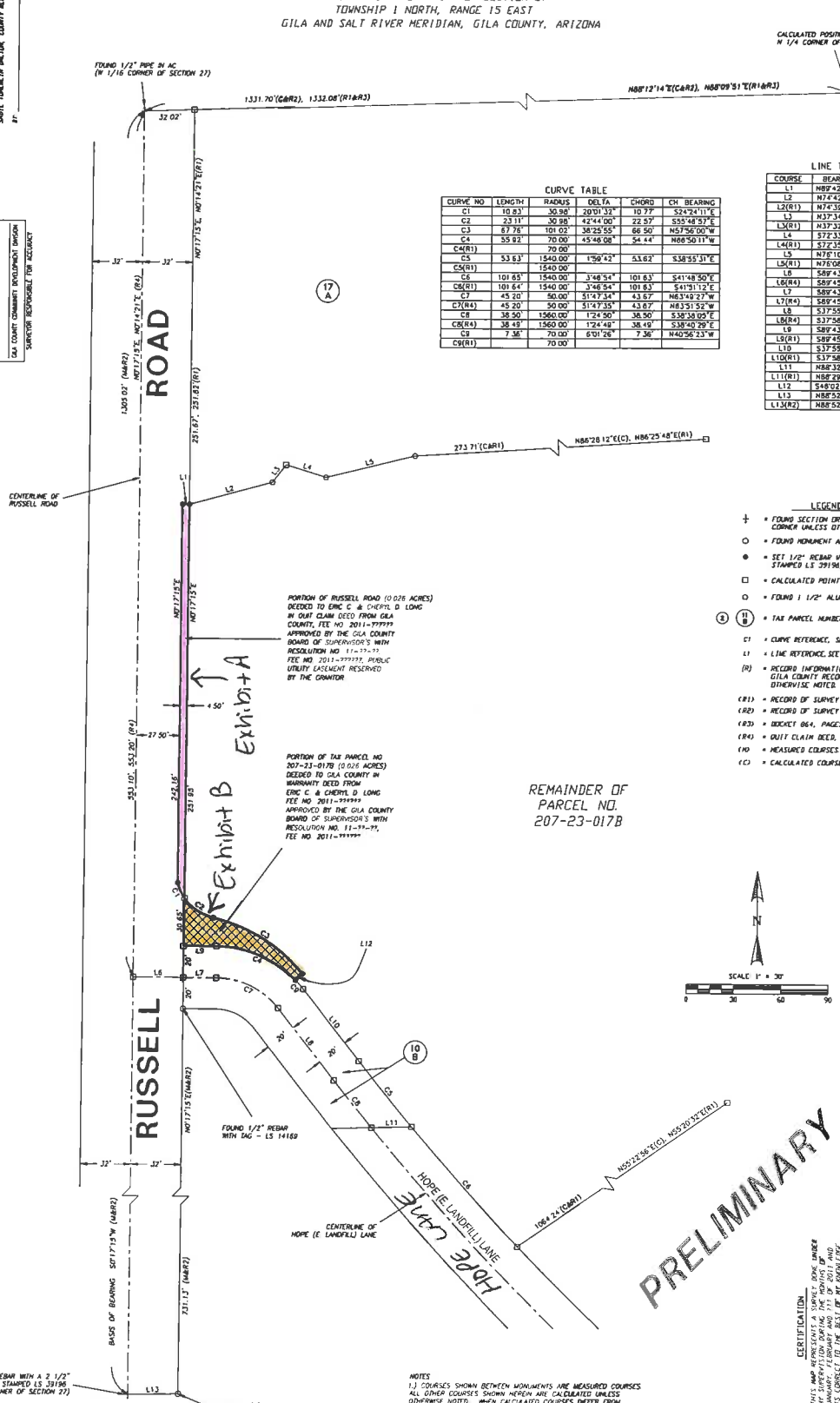
SANTE TONEN, IN WALTON, COUNTY RECORDER

BY: _____

APPROVED TO RECORD

DATE _____

GILA COUNTY COMMUNITY DEVELOPMENT DIVISION
SUPERVISOR RESPONSIBLE FOR ACCURACY



CURVE TABLE

CURVE NO	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	10.83'	30.98'	20°01'32"	10.77'	S24°24'11"E
C2	23.11'	30.98'	42°44'00"	22.57'	S55°48'57"E
C3	67.76'	101.02'	38°25'55"	66.50'	N57°56'00"W
C4	55.92'	70.00'	45°46'08"	54.44'	N66°50'11"W
C4(R1)		70.00'			
C5	53.63'	1540.00'	1°59'42"	53.62'	S38°55'31"E
C5(R1)		1540.00'			
C6	101.65'	1540.00'	3°46'54"	101.63'	S41°48'50"E
C6(R1)	101.64'	1540.00'	3°46'54"	101.63'	S41°51'12"E
C7	45.20'	50.00'	51°47'34"	43.67'	N63°49'27"W
C7(R4)	45.20'	50.00'	51°47'35"	43.67'	N63°51'52"W
C8	38.50'	1560.00'	1°24'50"	38.50'	S38°38'05"E
C8(R4)	38.49'	1560.00'	1°24'48"	38.49'	S38°40'29"E
C9	7.36'	70.00'	6°01'26"	7.36'	N40°56'23"W
C9(R1)		70.00'			

LINE TABLE

COURSE	BEARING	DISTANCE
L1	N89°42'45"W	4.50'
L2	N74°42'13"E	54.32'
L2(R1)	N74°39'48"E	54.55'
L3	N37°34'25"E	14.17'
L3(R1)	N37°32'01"E	14.17'
L4	S72°33'14"E	28.56'
L4(R1)	S72°35'38"E	28.56'
L5	N76°10'31"E	58.07'
L5(R1)	N76°08'07"E	58.07'
L6	S89°43'15"E	32.00'
L6(R4)	S89°45'39"E	32.00'
L7	S89°43'15"E	20.80'
L7(R4)	S89°45'39"E	20.80'
L8	S37°55'40"E	58.18'
L8(R4)	S37°58'04"E	58.17'
L9	S89°43'15"E	20.80'
L9(R1)	S89°45'39"E	20.80'
L10	S37°55'40"E	58.16'
L10(R1)	S37°58'04"E	58.17'
L11	N88°32'04"E	25.44'
L11(R1)	N88°29'40"E	
L12	S48°02'33"W	6.00'
L13	N88°52'13"E	32.01'
L13(R2)	N88°52'13"E	

LEGEND

- ✛ = FOUND SECTION OR FRACTIONAL SECTION CORNER UNLESS OTHERWISE NOTED
- ○ = FOUND MONUMENT AS NOTED
- ● = SET 1/2" REBAR WITH 2 1/2" ALUMINUM CAP STAMPED LS 39196, UNLESS OTHERWISE NOTED
- □ = CALCULATED POINT
- ⬡ = FOUND 1 1/2" ALUMINUM CAP STAMPED LS14169
- (8) (11/8) = TAX PARCEL NUMBER - TAX BOOK 207, PG 23
- C1 = CURVE REFERENCE, SEE CURVE TABLE
- L1 = LINE REFERENCE, SEE LINE TABLE
- (R) = RECORD INFORMATION - RECORDS OF THE GILA COUNTY RECORDERS OFFICE, UNLESS OTHERWISE NOTED
- (R1) = RECORD OF SURVEY MAP NO. 2900
- (R2) = RECORD OF SURVEY MAP NO. 3054
- (R3) = DOCKET 864, PAGES 85-86
- (R4) = QUIT CLAIM DEED, FEE NO. 1997-708482
- (M) = MEASURED COURSES
- (C) = CALCULATED COURSES

CERTIFICATION

THIS MAP REPRESENTS A SURVEY DONE UNDER MY DIRECTION IN THE MONTH OF JANUARY, FEBRUARY AND IS CORRECT TO THE BEST OF MY KNOWLEDGE

MARK C. GLEASON, R.L.S. 39196 DATE

NOTES

1.) COURSES SHOWN BETWEEN MONUMENTS ARE MEASURED COURSES. ALL OTHER COURSES SHOWN HEREIN ARE CALCULATED UNLESS OTHERWISE NOTED. WHEN CALCULATED COURSES DIFFER FROM RECORD COURSES, BOTH COURSES ARE SHOWN FOR CLARITY.

2.) THIS MAP MAY NOT REFLECT INFORMATION THAT WOULD BE REVEALED BY A CURRENT TITLE REPORT

RECORD OF SURVEY

GILA COUNTY

SHEET 1 OF 1

JOB No. GC2011-01

GILA COUNTY PUBLIC WORKS
STEVE STRATTON, DIRECTOR
1400 EAST ASH STREET
GLOBE, ARIZONA 85501
(928) 425-3231

DATE: 05-11-11

SCALE: 1" = 30'

MARK C. GLEASON
39196
ARIZONA
REGISTERED
LAND SURVEYOR

ARF-719 **Regular Agenda Item Item #: 2- J**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	Steve Stratton, Public Works Division Director		
Submitted By:	Valrie Bejarano, Finance Department		
Department:	Public Works Division Division: Fleet		
Fiscal Year:	FY 2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	9-20-11 to 9-19-12		
Grant?:	No		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Request to Advertise Invitation for Bids No. 071911-1 for New SUV Special Service Vehicle and New 6/7 Passenger Minivan

Background Information

The Sheriff's Office uses vans for inmate transport and there is also a need for one in the County motor pool. The Sheriff's Office Patrol will turn over 5 or 6 old SUVs from the 1990s that are currently in Search and Rescue to auction and will also put some of the 2001s ad 2003s from Patrol into Search and Rescue to replace those with the new vehicles.

Evaluation

The vans generally have great cargo and passenger capacity. The miles per gallon savings is another reason to use these vehicles. The annual mileage for the two current jail vans are 40,000. The County purchased them in 2005 and they now have 169,853 and 237,523 miles on them.

The SUVs for the Sheriff's Patrol are also high in miles and need to be rotated to keep the fleet from costing too much for repairs.

Conclusion

This invitation for bids will be for the purchase of one or more vehicles depending on what is in the best interest of the County.

It's important to keep the fleet vehicles on the newer side so the County doesn't expend a lot of time and money on repairs.

The newspaper advertisement dates of Invitation for Bids No. 071911-1 will be August 24 and 31, 2011.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors authorize the advertisement of Invitation for Bid No. 071911-1 for the purchase of one or more new SUV special service vehicles and one or more new 6/7 passanger minivans.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 071911-1 for the purchase of one or more new SUV special service vehicles and one or more new 6/7 passenger minivans for Gila County Fleet Management. **(Steve Stratton)**

Attachments

Link: Request to Advertise for Bids

Link: Invitation for Bids No. 071911-1

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

SEE GC2-7-111 (ART.1) OF PROCUREMENT PROCEDURES FOR INSTRUCTIONS TO PREPARE THIS FORM

All departments procuring purchases in excess of $50,000.00 that requires advertising for bids must follow the Procurement Procedure and must complete item "I" of this form prior to such a purchase. **The requesting Department is responsible for writing the necessary specifications and routing them, including this form, accompanied by a Bid Request Form to the Procurement Department.** THIS FORM MUST BE COMPLETE, ACCURATE, AND HAVE A COPY OF THE SPECIFICATIONS ATTACHED BEFORE ROUTING BEGINS. ALL CALLS FOR BID/PROPOSALS AND SPECIFICATIONS WILL BE IN ACCORDANCE WITH THE AZ. REVISED STATUTES AND THE GILA COUNTY PURCHASING CODE AND PROCEDURES.

I. IS THIS A CALL FOR BID: X PROPOSAL: _____ DEPARTMENT NAME: **Public Works (Fleet Management)**

FUNDING SOURCE: FUND NO.: 6870 DEPT NO.: 341 PROGRAM NO.: 527 LOCATION NO.: 000 ACCOUNT NO.: 4500.50 PJCT: _____

I. DESCRIPTION: List item(s) to be purchased, Purpose, Spec. Summary, Estimated Cost and Funding Source. It is the intent of this solicitation to establish a contract with a vendor(s) for one or more New SUV Special Service Vehicle(s) and 6/7 Passenger Mini-Van(s) for Fleet Management.

Signed: _____ Date: 7/20/11 Signature indicates material specifications are approved as written.
Elected Officials or Department Head

II. DEPARTMENTAL INFORMATION ONLY BID NO.: 071911-1
(For Procurement Use Only)

Action Dates:

Department Receipt: ___/___/___ Placed on Agenda: 08 / 15 / 11

Presented to Board: ___/___/___ Approved to Call: ___/___/___

Delivered to Paper: ___/___/___ Paper Name: Arizona Silver Belt

Advertised Dates: From: 08 / 24 / 11 To: 08 / 31 / 11

Closing Date: 09 / 08 / 11 Bid Award Date: 09 / 20 / 11

Awarded to: _____ P.O. No.: _____

Proposed Delivery Date: ___/___/___

III. OTHER APPROVAL (only as necessary)

Public Works: Dept. Head Sign: _____ Date: 7/ 20/ 11

Community Action: Dept. Head Sign: _____ Date: ___/___/___

MIS Department: Dept. Head Sign: _____ Date: ___/___/___

IV. APPROVED FUNDING

Finance Director Signature: _____ Date: ___/___/___

V. LEGAL AND ADMINISTRATIVE APPROVAL (Bid packet must be completed and attached)

Signed: _____ Date: ___/___/___
Bryan B. Chambers, Chief Deputy County Attorney (Approved as to form)
for Daisy Flores County Attorney

Signed: _____ Date: ___/___/___
Michael A. Pastor, Chairman, Board of Supervisors (Approved as to specifications and information)

VI. AWARD APPROVAL

Signed: _____ Date: ___/___/___
(Declaration that the Board of Supervisors approved the award as stated in Section V. of this page)
Michael A. Pastor, Chairman of the Board of Supervisors, Gila County

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 071911-1

NEW SUV SPECIAL SERVICE VEHICLE
NEW 6/7 PASSENGER MINI-VAN

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member

County Manager
Don E. McDaniel Jr.

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1400 E. Ash Street
Globe, Arizona
85501

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

SOLICITATION NUMBER
071911-1

BID DUE DATE: **September 8, 2011** **TIME: 11:00 AM**

DESCRIPTION: **New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van**

Bid Opening & Submittal Location: **GILA COUNTY PROCUREMENT**
(Board Conference Room)
1400 EAST ASH STREET, GLOBE, ARIZONA 85501

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928)402-8612.

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all bid proposals, or to accept any bid proposal, or to waive any informality in any bid proposal, or to withhold the award if deemed in the best interest of Gila County.
All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: August 24 and 31, 2011

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Fleet Management
Type of contract: Term
Term of Contract: Twelve Months
Phone Number: (928)200-1580

Signed: _____ Date: _____
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: _____
Michael A. Pastor, Chairman, Board of Supervisors

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of one (1) or more New Full Size 4 Door 4x4 SUV Special Service Vehicle(s) and New Extended Length 6/7 Passenger Mini-Van(s) to be used by the Gila County Fleet Department.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date.

See attached: **Exhibit "C"**) **Pages 11-12, and 14-15 as specified on Price Sheet for total price being proposed**.

Vendors who agree to provide the Minimum Bid Specifications for this equipment shall be considered for award.

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid Proposal

A. Sealed Bids will be received by the Gila County Public Works Division, from individuals and vendors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bid proposals only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bid proposals shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.

B. Before submitting its Proposal and Qualification Form each vendor 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 vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Vendors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the vendor(s) from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Invitation for Bids 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 vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

1. Completion of the Vendor Checklist & Addenda Acknowledgment form, page 18.

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

Inquires

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to a Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB 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 IFB due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A. Bid results ARE NOT provided in response to telephone inquires or email requests. A tabulation of bids received is on file in the Gila County Board of Supervisors and Public Works offices and available for review after contract award.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids will be returned unopened. Late bids shall not be considered. Any Vendor submitting a late bid shall be so notified.

Submittal Bid Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. 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.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The Vendor 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, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid proposal. Delivery charges may differentiate depending on geographical location.

2. Bid 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.

Instructions to Vendors continued…

3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendors discovers and corrects such errors prior to the Proposal deadline.

All bids shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Vendor. The words "SEALED BID" with Title "NEW SUV SPECIAL SERVICE VEHICLE & New 6/7 PASSENGER MINI-VAN", Bid No., "071911-1", Date "SEPTEMBER 8, 2011", and TIME "11:00 AM" of Bid opening shall be written on the envelope. The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

   a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
      1. Waive any immaterial defects or informalities; or
      2. Reject any or all Proposals; or portions thereof; or
      3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors 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 Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.

5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

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

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

Laws and Ordinances

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

EXHIBIT "B" VENDOR AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 18, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification forms(s) pages 13.

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 Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bids issued by the County and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between

Gila County and the Vendor 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 Vendor 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 Vendor.

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 Vendor.

Contract Default

A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or

2. If the Vendor 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 Vendor 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

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 Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

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 vendor(s) 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 vendor 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 Vendor.

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.

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

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.

2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor 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 Vendor 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.

Proposal Evaluation Process

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Vendor whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

General

After receipt of all bid proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Services Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Vendor submitting this request.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 071911-1

Purpose:

It is the intent of Gila County to establish, by this Invitation for Bids, the contract to purchase one or more New 4 Door 4x4 SUV Special Service Vehicle(s) and New Extended Length 6/7 Passenger Mini-Van(s)

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General:

1.1 All product specifications are **minimum.** Vendor must provide product specification sheet.

1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.

1.3 All proposals must represent the entire package.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

2.1 The Vendor shall submit the proposal in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.

2.2 The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein. The Vendor agrees that Gila County shall have the right, at its sole option, to renew the contract for one (1) additional year period. 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 with the exception of price. Pricing for any extensions of the contract beyond 12 months will be the Vendor's invoiced cost per unit.

SECTION 3.0

Ordering and Delivery:

3.1 ORDERING: Gila County does not warrant the order quantity of any equipment prior to actual need. Gila County's Public Works personnel may re-order equipment as it becomes necessary or based on the required needs within the County during the term of this contract.

3.2 PRODUCT DELIVERY Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

3.3 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:
   _____
   _____
   _____

2. Had Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.

3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, 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 Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.

5. Vendor must also provide at least the following information:
   a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   b. Gila County reserves the right to request additional information.

_____
Signature of Authorized Person to Sign

_____
Printed Name

_____
Title

PRICE SHEET

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name/Phone #: _____

Vehicle Year/Make/Model: _____

MINIMUM SPECIFICATIONS New Full Size 4x4 SUV Special Service Vehicle	MEETS MINIIMUM SPECIFICATIONS YES	NO
Exterior: Solid White		
Interior: Light Color		
Cloth Covered Front Bucket Seats without Console		
Vinyl Covered Rear Bench Seat		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
4 Door		
Keyless Entry		
Cruise Control		
Tilt Steering Wheel		
AM / FM Clock (CD) Radio / Stereo		
5.3L Gas Engine		
Four Wheel Drive 4x4		
Automatic Transmission		
Locking Differential		
A/C – in Front and Rear		
Front Tow Hooks		
Trailer Tow Package (Receiver Hitch, Engine Oil Cooler, Transmission Cooler)		
Skid Plate Package		
All Terrain Tires (LT) with Full Size Spare Tire		

SUB-TOTAL AMOUNT	**$.**
SALES TAX	**$.**
TOTAL AMOUNT OF DELIVERED VEHICLE	**$.**

*Delivery Location: Fleet Department, 1400 East Ash Street, Globe, AZ 85501

Estimated Date of Delivery: _____
(Note: Delivery date may be a factor in Bid award.)

PRICE SHEET

Complete and Return this form for the total price being proposed. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Vendor Name/Phone #: _____

Vehicle Year/Make/Model: _____

MINIMUM SPECIFICATIONS New Extended Length 6/7 Passenger Mini-Van	MEETS MINIIMUM SPECIFICATIONS YES	NO
Exterior: Solid White		
Interior: Gray or Tan Light Color Cloth Covered Seats		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
Front and Rear A/C and Heath		
Tilt Steering Wheel		
Dual Sliding Doors		
Third Row Bench Seat		
Second Row Bucket or Bench Seat		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock (CD) Radio		
V6 Gas Engine		
Automatic Transmission		
Tinted Glass		

SUB-TOTAL AMOUNT	**$.**
SALES TAX	**$.**
TOTAL AMOUNT OF DELIVERED VEHICLE	**$.**

*Delivery Location: Fleet Department, 1400 East Ash Street, Globe, AZ 85501

Estimated Date of Delivery: _____
(Note: Delivery date may be a factor in bid award.)

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

STATE OF ARIZONA)
)ss
COUNTY OF:)

_____
(Name of Individual) being first duly sworn, deposes and says:

That he is _____
(Title)

of_____ and
(Name of Business)

That he is bidding on **Gila County BID NO. 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van** and,

That neither he nor anyone associated with the said _____
_____
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ **My Commission expires:**
Notary Public

_____

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

Any breach of Vendor'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 Vendor 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, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
NO COLLUSION AFFADAVIT	_____
LEGAL ARIZONA WORKS ACT COMPLIANCE	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2011

_____
VENDOR:

_____
BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van. All proposals shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before September 8, 2011, 11:00 AM.

OFFER PAGE

TO GILA COUNTY:

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

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

Pursuant to A.R.S. §35-397 the Vendor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

CONTRACT NUMBER: 071911-1 New SUV Special Service Vehicle & New 6/7 Passenger Mini-Van

Firm Submitting Proposal:

_____
Company Name

_____
Address

_____
City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

_____
Signature of Authorized Person to Sign

_____
Printed Name

_____
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 071911-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as __Contract No. 071911-1__. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2011

_____

Michael A. Pastor, Chairman of the Board

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

ARF-750 **Regular Agenda Item Item #: 2- K**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	Steve Stratton, Public Works Division Director		
Submitted By:	Valrie Bejarano, Finance Department		
Department:	Public Works Division	Division:	Administration
Fiscal Year:	FY 2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	12-31-2011		
Grant?:	No		
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Request to Advertise Bid No. 080211-1 Roadyard Shop Area Paving Project

Background Information

The Shop/Road building is almost complete at 1001 W. Besich Boulevard and Public Works wants to pave the area before people and equipment begin moving in.

Evaluation

The plans have been revised several times and are now ready to go out for bid.

Conclusion

This will complete the Shop/Roadyard Project.

Recommendation

The Public Works Director recommends that the Board of Supervisors authorize the advertisement of Request for Bids No. 080211-1 to be published in the newspaper on August 24 and 31, 2011.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Bids No. 080211-1 for the Public Works Roadyard Shop Area Paving Project. **(Steve Stratton)**

Attachments

Link: Request to Advertise

Link: Bid 080211-1 Roadyard Shop Area Paving Project

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

SEE GC2-7-111 (ART.1) OF PROCUREMENT PROCEDURES FOR INSTRUCTIONS TO PREPARE THIS FORM

All departments procuring purchases in excess of $50,000.00 that requires advertising for bids must follow the Procurement Procedure and must complete item "I" of this form prior to such a purchase. **The requesting Department is responsible for writing the necessary specifications and routing them, including this form, accompanied by a Bid Request Form to the Procurement Department.** THIS FORM MUST BE COMPLETE, ACCURATE, AND HAVE A COPY OF THE SPECIFICATIONS ATTACHED BEFORE ROUTING BEGINS. ALL CALLS FOR BID/PROPOSALS AND SPECIFICATIONS WILL BE IN ACCORDANCE WITH THE AZ. REVISED STATUTES AND THE GILA COUNTY PURCHASING CODE AND PROCEDURES.

I. IS THIS A CALL FOR BID: **X** PROPOSAL: _____ DEPARTMENT NAME: **Public Works Division**

FUNDING SOURCE: FUND NO.: **66510** DEPT NO.: **341** PROGRAM NO.: **526** LOCATION NO.: **000** ACCOUNT NO.: **4300.81** PJCT: **PAVE12-PrkgLot714**

I. DESCRIPTION: List item(s) to be purchased, Purpose, Spec. Summary, Estimated Cost and Funding Source. It is the intent of this solicitation to establish a contract with a qualified contractor for the completion of the Public Works Complex Roadyard Shop Area Paving Project.

Signed: _____ Date: _____ Signature indicates material specifications are approved as written.
Elected Officials or Department Head

II. DEPARTMENTAL INFORMATION ONLY BID NO.: **080211-1**
(For Procurement Use Only)

Action Dates:

Department Receipt: _____/_____/_____ Placed on Agenda: **08 / 15 / 11**

Presented to Board: _____/_____/_____ Approved to Call: _____/_____/_____

Delivered to Paper: **08 / 18 / 11** Paper Name: **Arizona Silver Belt .**

Advertised Dates: From: **08 / 24 / 11** To: **08 / 31 / 11**

Closing Date: **09 / 19 / 11** Bid Award Date: _____/_____/_____

Awarded to: _____ P.O. No.: _____

Proposed Delivery Date: _____/_____/_____

III. OTHER APPROVAL (only as necessary)

Public Works: Dept. Head Sign: _____ Date: _____/_____/_____

Community Action: Dept. Head Sign: _____ Date: _____/_____/_____

MIS Department: Dept. Head Sign: _____ Date: _____/_____/_____

IV. APPROVED FUNDING

Finance Director Signature: _____ Date: _____/_____/_____

V. LEGAL AND ADMINISTRATIVE APPROVAL (Bid packet must be completed and attached)

Signed: _____ Date: _____/_____/_____
Bryan B. Chambers, Chief Deputy County Attorney (Approved as to form)
for Daisy Flores County Attorney

Signed: _____ Date: _____/_____/_____
Don E. McDaniel Jr., County Manager (Approved as to specifications and information)

VI. AWARD APPROVAL

Signed: _____ Date: _____/_____/_____
(Declaration that the Board of Supervisors approved the award as stated in Section V. of this page)
Michael A. Pastor, Chairman of the Board of Supervisors, Gila County

.

GILA COUNTY
REQUEST FOR PROPOSALS

GILA COUNTY PWD COMPLEX
ROADYARD SHOP AREA PAVING PHASE

BID CALL 080211-1

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member

COUNTY MANAGER
Don E. McDaniel Jr.

PUBLIC WORKS DIRECTOR
Steve Stratton

AUGUST 2011

Registered Professional Engineer (Civil)
CERTIFICATE NO.
33412
JOSEPH M.
ALWIN
Date Signed 8/11/11
ARIZONA U.S.A.
Expires 3/31/2014

GILA COUNTY

GILA COUNTY PWD COMPLEX
ROADYARD SHOP AREA PAVING PHASE

GLOBE, ARIZONA

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BID NO. 080211-1

C.L. Williams Consulting, Incorporated
621 South Hillside Lane
Pinetop, Arizona 85935
(928) 367-2248

SECTION 0I

INVITATION FOR BIDS

IFB-1

INVITATION FOR BIDS
BID CALL NO. 080211-1

Sealed bids will be received by **Gila County Procurement, 1400 East Ash St., Globe, AZ 85501,** until **11:00 A.M. (AZ Time), Monday, September 19th, 2011** for the **GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE, GILA COUNTY, ARIZONA, BID NO. 080211-1** in strict accordance with the rules and regulations of the Gila County Procurement Code on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 11:00 AM. The Bids will be publicly opened within the Board of Supervisors Conference Room and read aloud at 11:00 AM, 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.

There is a mandatory site walk through scheduled for Thursday, September 1st, 2011 at 10:00 A.M. Meeting shall be on-site at the Gila County PWD Complex Roadyard Shop, immediately north of the shop building, 1001 W. Besich Blvd, Globe, AZ. Only those companies signed in on the walk through sign-in sheet will be permitted to bid. Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services, 928-402-8612, Gila County Public Works Division, 745 North Rose Mofford Way, Globe, AZ.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked **"GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE, GILA COUNTY, ARIZONA BID CALL NO. 080211-1".** All Bids shall be mailed or delivered to the **Gila County Procurement, 1400 East Ash St., Globe, AZ 85501.** Gila County Procurement and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address.

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 any or all bids, or to accept any bids, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Dates advertised in Arizona Silver Belt**: August 24th and 31st, 2011**

Signed:_____ Date: _____/_____/_____
Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

Signed: _____ Date: _____/_____/_____
Michael A. Pastor, Chairman, Board of Supervisors

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GENERAL PROVISIONS
Bid No. 080211-1

SECTION 01

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents or specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the following forms, **all with original signatures**, and must accompany the bidder's proposal:

   - Bid Proposal (pages P-1 to P-3)
   - Qualification & Certification Form (pages QC-1 to QC-2)
   - Reference List (RL1)
   - Bid Schedule (pages BS-1 to BS-2)
   - Surety (Bid) Bond (page BB-1)
   - Affidavit of Non-Collusion (page ANC-1)
   - Subcontracting Certification (page SC-1)
   - Check List & Addenda Acknowledgment (CK-1)
   - Contract (C1-C7)
   - 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. **Delivery of Proposal** - Each bid shall be sealed and plainly marked **"Bid No. 080211-1 GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE"**, on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Monday, September 19th, 2011** on the date specified herein, to the Gila County Procurement, 1400 East Ash St., Globe, AZ 85501. **No bids will be accepted after 11:00 A.M. AZ Time, Monday, September 19th, 2011. Bids will be opened at 11:00 A.M. , Monday, September 19th, 2011.**

4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, waive all or any informalities in the bids.

5. **Plans and Specifications** -Plans, specifications and all other documents required by bidders may be obtained at the address shown below. **A deposit of $20 per set, and $10 for mailing, $20 of which will be refunded upon return of the documents in good, usable order within seven (7) days of bid award. Payment shall be by check or money order only. No cash will be accepted.**

Gila County
Engineering Services
Gila County Public Works Division
745 North Rose Mofford Way
Globe, Arizona 85501

6. **Arizona Contractor's License** -**Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.

7. **Bid Opening Information** - 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. This will be the only time, until bid award, this information will be revealed.

8. **Mandatory Pre-Bid Walk Through**
There is a mandatory site walk through scheduled for **Thursday, September 1st, 2011 at 10:00 A.M.** Meeting shall be on-site at the Gila County PWD Complex Roadyard Shop, immediately north of the shop building, 1001 W. Besich Blvd, Globe, Arizona. Only those companies signed in on the walk through sign-in sheet will be permitted to bid.

9. **Request for Clarifications**
Requests for clarification shall be made to Ms. Valrie Bejarano (vbejarano@co.gila.az.us) in writing (phone: 928-402-8612) submitted no later than **Wednesday, September 7th, 2011 at 3:00 P.M.** A response will be issued to all plan holders no later than **Friday, September 9th, 2011 at 2:00 P.M.**

GENERAL PROVISIONS

SECTION 10

DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-00 M.A.G. Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions). Maricopa Association of Governments.

10-01 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon.

10-02 ADOT. Arizona Department of Transportation

10-03 ADOT STANDARD SPECIFICATIONS. "Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Revised Edition 2000", and all revisions.

10-04 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-05 ASTM. The American Society for Testing and Materials.

10-05a AASHTO. The American Association of State Highway and Transportation Officials.

10-06 AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

10-07 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-08 BUILDING AREA. An area to be used, considered, or intended to be used for a building or other facilities or rights-of-way together with all buildings and facilities located thereon.

10-09 CALENDAR DAY. Every day shown on the calendar.

10-09a CERTIFIED FLAGGER. 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.

10-10 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.

10-11 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.

10-12 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.

10-13 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.

10-14 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.

10-15 CONTRACTOR'S ENGINEER. 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.

10-15a DEPARTMENT. The term Department in the ADOT Standard Specifications and supplements references the Arizona Department of Transportation. Department shall reference OWNER for this contract work.

10-16 ENGINEER. See OWNER.

10-17 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.

10-18 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.

10-19 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.

10-20 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner'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.

10-21 LABORATORY. A testing laboratory as may be designated or approved by the Owner's Engineer to test construction materials and products.

10-22 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.

10-23 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.

10-24 MATERIALS. Any substance specified for use in the construction of the contract work.

10-24a MUTCD. The *Manual on Uniform Traffic Control Devices for Streets and Highways*, U.S. Department of Transportation, Federal Highway Administration, Millennium Edition, with current revisions.

10-25 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.

10-26 OWNER (SPONSOR). The term Owner shall mean the party of the first part or the contracting agency signatory to the contract.

10-27 OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. The Owner's Engineer is:

C.L. Williams Consulting Inc.
621 South Hillside Lane
Pinetop, Arizona 85935
(928) 367-2248

Contacts: Joseph M. Alwin, P.E. (joe@clwilliams.net)

10-28 PAVEMENT. The combined surface, base course, and sub base course, if any, considered as a single unit.

10-29 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.

10-30 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.

10-31 PROJECT. The agreed scope of work for accomplishing specific tasks.

10-32 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.

10-33 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.

10-34 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.

10-35 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.

10-36 SUBGRADE. The soil that forms the pavement foundation.

10-37 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.

10-38 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.

10-39 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

10-40 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.

10-41 WORK DAY, WORKING DAY. A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Public Works Director, or his authorized representative, which requires the presence of an inspector, will be considered and applied as working days.

10-42 WORK WEEK. A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday. Should the Contractor engage in work exceeding the forty (40) hour work week which requires the presence of an inspector, as determined by the County Public Works Director or his authorized representative, the Contractor shall reimburse the County for all overtime hours as 10-43.

10-43 OVERTIME HOURS. Any and all hours worked which are other than a normal work week as defined under 10-42. Contractor must give prior written notification to the Public Works Director or his authorized representative, for any and all overtime hours to be worked. It shall be at the Owner's discretion to provide an inspector at the worksite to ensure compliance during any and all overtime hours worked.

10-44 OVERTIME PAY. Any and all pay resulting from overtime hours worked.

10-45 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.

10-46 SUBSTANTIAL COMPLETION. See the ADOT Standard Specification Section 105.19

SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

20-03 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.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

(a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
(b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
(c) Contractor default under previous contracts with the Owner.
(d) Unsatisfactory work on previous contracts with the Owner.

20-05 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 40-02 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Owner'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.

20-07 PREPARATION OF PROPOSAL The bidder shall submit his proposal on the forms furnished by the Owner. 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.

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

(a) If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
(c) If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
(d) If the proposal contains unit prices that are obviously unbalanced.
(e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 PROPOSAL GUARANTY. Each proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the 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.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the advertisement before the time specified for receipt of bids.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened and read publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend.

Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified shall be returned to the bidder unopened.

This will be the only time, until bid award, this information will be revealed.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

(a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
(c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 20-04.
(d) Failure to submit all required official bid forms.

20-14 PROTESTS. Only other bidders 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 30

AWARD AND EXECUTION OF CONTRACT

30-01 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 20-08.
(b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20-13.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT. The award of contract, if it is to be awarded, shall be made within sixty (60) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

This contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the Owner concerning price, conformity to the specifications and other factors.

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of Section 30-07.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two (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 30-01. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time the unsuccessful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. §

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 70-10, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract. **This agreement is subject to cancellation pursuant to A.R.S. §38-511.**

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 30-06 and furnish an acceptable surety bond or bonds within the 10-calendar-day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05 shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

30-09 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.

SECTION 40

SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 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.

40-03 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 90-04.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called EXTRA WORK. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit 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 90-05.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract, shall be covered by an agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10-38.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of all traffic, vehicular and pedestrian, as well as the Contractor's equipment and personnel, is the most important consideration.

With respect to his own operations and the operations of all his subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of all traffic, vehicular and pedestrian.

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 Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) PART VI, (published by the United States Government Printing Office), 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.

40-06 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.

40-07 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner and furnished a copy to the Owner's Engineer.

SECTION 50

CONTROL OF WORK

50-01 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.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and materials furnished shall be the full responsibility of the Contractor and shall be in reasonably close conformity with the lines, grades, grading section, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications, and shall be certified by the Contractor'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 Owner 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 Owner 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 written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans and specifications. The terms shall not be construed as waiving the Owner's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Owner's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Owner with the authority to use good engineering judgment in his determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

50-03 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing; contract general provisions shall govern over plans, cited standards for materials or testing; plans shall govern over County standards for materials or testing.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Owner for his interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the job at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Owner and his inspectors and with other contractors in every way possible. The Owner shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the job at all times who is fully authorized as his agent for the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Owner or his authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Contractor and the Contractor's Engineer will establish lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure. Any question raised relative to the accuracy of construction shall not be raised unless all survey stakes remain intact. Should such stakes not be present and verified as to their origin, no claim for addition compensation for correction shall be submitted for payment and such shall be corrected by the Contractor at his expense.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his representative of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner's Engineer for his decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Owner. The Owner shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Owner requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no way make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Owner as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of Section 50-02.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70-13.

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.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his hauling equipment and shall correct such damage at this own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

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.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of Section 50-12, the Owner shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance conditions. The time specified will give due consideration to the emergency that exists.

Should the Contractor fail to respond to the Owner notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the emergency that exists. Any maintenance cost incurred by the Owner shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the 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.

50-15 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, 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.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Owner in writing of his intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 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.

50-17 GUARANTEE OF WORK (ADDITIONAL). The Contractor shall guarantee all work against any defects due to faulty materials or workmanship for a period of two years from the date of final inspection and acceptance. The Owner shall give notice of observed defects with reasonable promptness. Any omission on the part of the Owner to condemn defective work at the time of construction or final inspection shall not be deemed an acceptance. The Contractor shall be required to correct defective work or material at any time before final inspection and acceptance and within two years thereafter.

50-18 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 bi-weekly 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.

50-19 NEGOTIATIONS. It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is 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.
(b) If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

SECTION 60

CONTROL OF MATERIAL

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS . The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor's Engineer shall furnish complete statements to the Owner as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Owner's option, materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

It shall be the responsibility of the Contractor to provide sources of aggregates to complete the work specified in the specifications and on the plans. The Contractor shall so inform the Owner of the location of his proposed sources in sufficient time to allow for the necessary preliminary sampling and testing. The Owner shall sample the aggregate source(s) and test those samples to determine the source's suitability for use, based upon the specifications of the Contract. Any materials information provided by the Owner shall not be considered as a part of the contract, and should be used at the discretion of each prospective contractor in formulating his bids and plan of operation.

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered wood species unless an exemption is granted by the director of the Department of Administration. The director shall only grant an exemption if the use of endangered wood species is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered wood species may be used in the construction unless an exemption is granted by the director. As used in this subsection, an endangered wood species includes those listed in Appendix I of the Convention on International Trade in Endangered Species of Wild Flora and Fauna.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested and certified by the Owner before incorporation in the work. Any work in which untested materials are used without approved or written permission of the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ADOT, AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the Owner; samples will be taken by a qualified representative of the Owner.

All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work.

60-03 CERTIFICATION OF COMPLIANCE. The Owner' may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract.

The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Owner.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

(a) Conformance to the specified performance, testing, quality or dimensional requirements; and,
(b) Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Owner shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Owner reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The Owner or his authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his acceptance of the material or assembly.

Should the Owner conduct plant inspections, the following conditions shall exist:

(a) The Owner shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
(b) The Owner shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
(c) If required by the Owner, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Owner shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 OWNER'S FIELD OFFICE AND LABORATORY. The Owner's field office and laboratory shall be the responsibility of the Contractor or his authorized representative as determined by need by the Owner.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Owner. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission.

All storage sites on private property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Owner.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Owner has approved its use in the work.

60-08 OWNER-FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage, and installing owner-furnished materials shall be included in the unit price bid for the contract item in which such owner-furnished material is used.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

SECTION 70

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

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

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs for any permits, licenses, fees, taxes, or other charges shall be included in the contract price bid.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

A. Preparatory work on the subgrade by the Owner.

Except as provided above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Owner's Engineer.

Should the owner of public or private utility service, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Owner's Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction. 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.

Contractor Safety Tailgate Meetings: Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority. Gila County will be represented at each of those informal meetings. Notification shall be given to the County QA/QC Safety Compliance Officer at (928) 402-8506 at least twenty-four (24) hours in advance of the next meeting. Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement.

Accident/Injury Procedure: 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.

Unsafe Acts: 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.

Safety Audits: 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.

70-06 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and/or vehicular traffic with respect to his own operations and those of his subcontractor and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40-05 hereinbefore specified.

70-07 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS. The Contractor shall furnish, erect and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD Part VI), published by the United States Government Printing Office.

The Contractor shall furnish and erect all barricades, warning signs and markings for hazards prior to commencing work which required such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner's Engineer.

70-08 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property marks until the Contractor's Engineer and the Owner's Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-09 RESPONSIBILITY FOR DAMAGE CLAIMS. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County, and the Pinal Creek Group and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorneys fees, court costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including the loss of use resulting thereon, caused by any act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for whose acts they may be liable. The amount and type of insurance coverage requirements set forth in the Contract shall in no way be construed as limiting the scope of this indemnity.

70-10 CONTRACTOR'S INSURANCE. Prior to the execution of the contract, the Contractor shall file with the Owner'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.**

70-11 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-12 OPENING SECTIONS OF THE WORK 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 50-14.

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.

70-13 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 50-14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the

work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under his contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of Section 70-04, the Contractor shall cooperate with the owner of any public or private utility service, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his operations to prevent the unscheduled interruption of such utility services and facilities and shall notify Blue Stake in accordance with applicable State laws or regulations prior to commencing any work.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service. It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his plans of operations. Such notification shall be in writing and addressed to Blue Stake and the respective utility as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of Section 70-04. A copy of each notification shall be given to the Owner's Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep Blue Stake and such individual owners advised of changes in his plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity.

The Contractor shall furnish a written summary of the notification to the Owner's Engineer. The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the Owner's Engineer to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Owner's Engineer within 3 feet of such outside limits at such points as may be required to insure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Owner's Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Owner's Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his surety.

70-15 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way, permanent easements and temporary construction easements upon which the work is to be constructed in advance of the Contractor's operations.

70-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner'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.

70-17 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-18 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, State, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumen's, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

SECTION 80

PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner'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.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) calendar days of the date set by the Owner'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.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, 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.

80-04 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 this contract for this project.

80-05 CHARACTER OF WORKERS, METHODS AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Owner's Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner's Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Owner's Engineer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Owner's Engineer may suspend the work by written notice until compliance with such orders.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans and specifications. When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Owner's Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Owner's Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Owner's Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Owner's Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Owner'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.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

(a) CONTRACT TIME (10-13) based on WORKING DAYS (10-41) 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 (10-10) or SUPPLEMENTAL AGREEMENTS (10-38) covering EXTRA WORK (40-04).

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 50-15.

(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 20-05.

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 (10-13) based on CALENDAR DAYS (10-09) 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.

80-08 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 80-07) 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.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

(a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (80-02)"; or
(b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
(c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
(d) Discontinues the prosecution of the work; or
(e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
(f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
(g) Allows any final judgment to stand against him unsatisfied for a period of 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.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual 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 90

MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Contractor's Engineer, certified and furnished to the Owner's Engineer and verified by the Owner or his authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Owner's Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as pipe culverts, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other methods acceptable to the Owner's Engineer, will be used.

Areas of materials paid for by area shall be measured using the centerline length of the facility multiplied by the lesser of the average actual or plan dimensions perpendicular to centerline. Actual width shall be measured at random locations along the length of the project, with an average of two measurements per station. Volumes of materials in place shall be determined by multiplying the area by the lesser of the plan or actual average thickness of the material. Materials in a structural section such as aggregate base shall be not less than the specified thickness.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

The term "ton" will mean the short ton consisting of 2,000 pound avoirdupois. All materials which are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the Owner's Engineer.

If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants.

Trucks used to haul material being paid for by weight shall be weighed empty at least twice daily at such times as the Owner's Engineer directs, and each truck shall bear a plainly legible identification mark. Such empty weights shall be recorded with the time and truck identification on a Tare Sheet. Copies of each days Tare Sheets and the current scale certification shall be furnished to the Owner's Engineer with the pay request.

Materials **SHALL NOT** be measured by volume in the hauling vehicle unless approved in writing in advance by the Owner's Engineer.

When requested by the Contractor and approved by the Owner's Engineer in writing, material specified to be measured by the cubic yard may be weighed and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Owner's Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60 degrees F. or will be corrected to the volume at 60 degrees F. using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Portland cement, fly ash and lime will be measured by the ton or hundredweight.

Timber will be measured by the thousand feet board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thickness and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. Contractor shall furnish a fee schedule to the Owner's Engineer at the preconstruction conference for all professional service lump sum items such as construction surveying and materials testing.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Owner's Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90-05.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or by certified permanently installed commercial scales. Scales shall be accurate within one-half per cent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of one per cent of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and inspector can safely and conveniently view them.

Scale installations shall have available, ten standard fifty-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate and all materials received subsequent to the last previous correct weighing-accuracy-test will be reduced by the percentage of error in excess of one-half of one per cent.

In the event inspection reveals the scales have been "under-weighing" (indicating less than correct weight) they shall be adjusted and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales: for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Owner's Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 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 70-17.

When the "basis of payment" subsection of a technical 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.

90-03 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 40-02 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.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled OMITTED ITEMS of Section 40-03, 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.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40-04, 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) Labor. 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) Insurance and Taxes. 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) Materials. 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) Miscellaneous. 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) Comparison of Records. 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) Statements. 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.

90-06 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50-15, the Owner'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 50-16.

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 50-16 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.

SPECIAL PROVISIONS

SP-1 TO SP-6

SPECIAL PROVISIONS

GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE

1. PROPOSED WORK

The work consists of subgrade preparation (including any necessary minor clearing and grubbing), removal or relocation of any existing structures interfering with the work, installation of concrete sidewalks, concrete curbs and curb and gutter, masonry wall, aggregate base course, asphaltic concrete pavement, temporary chain link fence, chain link fence, chain link security fence, fence gates, barbed wire fence and as-built drawings other work as shown within the plans.

2. GENERAL REQUIREMENTS

The project has been designed utilizing the Arizona Department of Transportation (ADOT) Construction Standard Drawings (Latest Series), and 2008 Standard Specifications, with appropriate current revisions along with Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions), Maricopa Association of Governments. Wherever reference in the Standard Specifications is made to MAG, ADOT, the Owner, or the Department: it shall refer to Gila County.

In the event of any conflict between the plans and Standard Specifications, the plans shall prevail. In the event of any conflict between these Special Provisions and the plans or Standard Specifications, these Special Provisions shall prevail.

The following STANDARD SPECIFICATIONS and/or details are considered a part of these Contract Documents and are considered as binding as if actually attached hereto:

- Arizona Department of Transportation, Highways Division, Standard Specifications for Road and Bridge Construction, Edition of 2008,

- Arizona Department of Transportation, Highways Division, Standard Drawings, listed in the project plans and defined hereinafter,

- Manual on Uniform Traffic Control Devices, Millennium Edition, and Amendments.

- Uniform Standard Specifications for Public Works Construction (Latest Edition and Revisions). Maricopa Association of Governments.

- Arizona Water Company Specifications and Standard Details, April 2004.

3. POINTS AND INSTRUCTION AND AS-BUILTS

The Contractor will furnish and set control stakes and points for line and grade and will furnish the Engineer with the necessary information relating to such stakes and points.

The Contractor will provide such intermediate stakes as he may need to set to comply with these Specifications.

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense of replacement, and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

In the event that it is necessary for the OWNER to duplicate his work because of acts of omission or negligence on the part of the Contractor, or because of the removal of defective work, such additional cost of engineering shall be borne by the Contractor.

When the work is completed, the Contractor shall provide the OWNER with a set of as-built drawings on clean prints of the original drawings. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the permanent structures and which exist in the completed work. All underground utilities relocated under this contract shall be referenced to semi-permanent or permanent physical objects.

The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original tracings. The Engineer will document these changes on the original tracings and forward the tracings to the Contractor for review and signature. The registered Professional Land Surveyor who performed the Final Survey shall certify the As-Built information by signing and sealing the tracings for the Contractor. Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and certified.

As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

4. CONSTRUCTION LIMITS

The Contractor shall not disturb any vegetation or operate any equipment outside the approved clearing limits as defined in ADOT Standard Specifications, Section 201 - Clearing and Grubbing and as specified in the Technical Specifications. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized.

The Owner shall provide land, right-of-way, and easements for all work specified in this contract, except that the Contractor shall provide additional land if required for the erection of temporary construction facilities for storage of his material, together with right of access to same. The Contractor shall not enter or occupy with men, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Engineer damaged by vandalism or theft. The Contractor will take whatever measures are necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

5. OPERATION AND TRAFFIC CONTROL PLANS

The Contractor shall submit to the Owner for approval his proposed sequence of operations and a compatible method of maintaining traffic as described in ADOT Section 107 of the Standard Specifications and the Technical Provisions. The proposal shall be submitted at the preconstruction conference.

6. QUALITY CONTROL PLAN

The Owner shall be responsible for Quality Control. The Contractor shall provide access to all parts of the work and material sources for the Owner obtain all necessary sampling and testing and shall schedule all required testing with the Owner. The Owner shall have the right, at any stage of the operations, to reject any and all work and material that, in his/her opinion, do not meet the requirements of the specifications.

7. SAMPLING AND TESTING

All testing and sampling as specified herein shall be performed by a geotechnical laboratory. Unless otherwise specified, the cost of the laboratory testing, heavy equipment rental and labor incident to practical tests specified shall be at the Owner's expense.

The Contractor shall notify, during the preconstruction conference, the Owner of the proposed sources of all materials required by the Specifications to be tested. Before work starts sufficient time shall be allowed for the taking of samples and completing tests required.

For the verification of weights and character of materials, the Owner shall have access at all reasonable times to all parts of the work, plants, and assembly yards connected with the work. The Contractor shall facilitate and assist in the verification of all scales, measures and other devices, which he operates. Reference to ASTM and other Standard Specifications shall be considered to mean current standards. If it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval, has in any way become unfit for use shall be used in the work. The approval of any material represented by any sample or samples shall not be taken as a guarantee of all materials from the source; and it shall be understood that all materials delivered to the site are subject to test at any time and will be rejected if they do not meet the requirement of the Specifications.

8. 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. All earthwork, fill and excavation, submitted for payment shall be certified by an Arizona registered Professional Land Surveyor in support of the work performed by the Contractor.

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 Engineer or the Owner 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.

9. HAUL ROUTE

The Contractor is to submit haul routes to the Owner for approval prior to the use of said routes.

10. DUST CONTROL

The Contractor shall use all methods in the control of dust as set forth by A.R.S. §49-401 and the ADOT Standard Specifications Section 207. The cost thereof is to be included in the unit construction cost.

11. TEMPORARY CONSTRUCTION EASEMENTS

Temporary construction easements are not required for this project.

12. OWNER'S FIELD OFFICE

The Owner's field office, as called for under Section 60-05 of the General Provisions, shall not be required of the Contractor for this project.

13. BLASTING NOTIFICATION

Blasting shall not be permitted within any portion of the project at any time.

14. UTILITY SYSTEMS

The Contractor shall be aware of each utility system owner's requirements/specifications/standard details/permitting prior to the commencement of any utility system installation or the relation/adjustment of any system elements that interfere with construction. The Contractor shall also be aware of several utility systems existing within and around the project limits. The Contractor shall be responsible for any damage to the utilities. The Contractor shall be aware of overhead utility lines along and near roadways within and/or adjacent to the project limits. The Contractor shall be responsible for any damage to any overhead utilities or their support structures.

15. UTILITY RELOCATION/REMOVAL

The Contractor shall not be responsible for the relocation and/or removal of any existing utility system(s) in conflict with the project unless noted on the plans. The Contractor shall coordinate project activities with each respective utility system. Prior to construction to minimize utility service disruption, relocations and/or removals shall be in accordance with each respective utility system owner. The Contractor shall be responsible for any damage to said utility system(s) during construction.

16. DISPOSAL OF REMOVED VEGETATION OR UNSUITABLE MATERIALS

The Contractor shall dispose all removed vegetation and/or any unsuitable materials in a location as designated by the Public Works Director. Disposal of said material in another location(s) shall be submitted to the OWNER for approval prior to disposal activities.

TECHNICAL SPECIFICATIONS

T-1 TO T-6

TECHNICAL SPECIFICATIONS

GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE
GLOBE, ARIZONA

107 TEMPORARY CHAIN LINK FENCE

Temporary Chain Link Fence and associated gates shall be in accordance with Section 107 of the ADOT Standard Specifications unless modified herein. All temporary fencing, once installed and construction of all site improvements completed to the satisfaction of the Owner, shall become the property of the Owner.

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.

203 EARTHWORK

Earthwork shall be in accordance with the specifications and requirements unless otherwise noted within the plans.

206 STRUCTURE EXCAVATION AND BACKFILL

Structure Excavation and Backfill shall be in accordance with Section 206 of the MAG Standard Specifications unless modified herein.

206 FURNISH WATER SUPPLY:

Furnish Water Supply shall be done in accordance with Section 206 of the ADOT Standard Specifications unless modified herein.

206-1 Description: add the following paragraph.

Water shall be free of contaminants that in the opinion of the Engineer constitute a health hazard.

206-4 Method of Measurement: is revised to read:

No measurement or payment will be made for furnish water supply, the cost being considered as included in the cost of other contract items.

206-5 Basis of Payment: is revised to read:

No measurement or payment will be made for furnish water supply, the cost being considered as included in the cost of other contract items.

301 SUBGRADE PREPARATION

Subgrade Preparation shall be in accordance with Section 301 of the MAG Standard Specifications unless modified herein or stated within the plans.

301-1 Description: the first sentence of the first paragraph is revised to read:

This section shall govern the preparation of natural, or excavated areas prior to the placement of sub-base material, rock riprap, pavement, curbs and gutters, driveways, sidewalks or other structures.

301-3 Relative Compaction: add the following line:

(D) Subgrade for Rock RipRap . . . . . 85 percent

303 AGGREGATE SUBBASES AND AGGREGATE BASES

Aggregate Base Course shall Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

321 ASPHALT CONCRETE PAVEMENT

Asphaltic Concrete Pavement shall be in accordance with Section 321 of the MAG Standard Specifications unless modified herein.

340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE

Concrete curb, gutter, sidewalk, sidewalk ramps, driveway, concrete aprons and alley entrances shall be in accordance with Section 340 of the MAG Standard Specifications unless modified herein. All gutters having a slope less than 0.8 foot per hundred feet or less shall be water tested in accordance with this Section.

430 LANDSCAPING AND PLANTING

Decomposed Granite shall be in accordance with Section 430 of the MAG Standard Specifications unless modified herein.

525 PNUEMATICALLY PLACED MORTAR

Pneumatically placed mortar (a.k.a. shotcrete) shall be in accordance with Section 525 of the MAG Standard Specifications unless modified herein.

525.1 Description: add the following sentence:

Concrete color shall be in accordance with the information stated within the plans.

525.6 Surface Preparation: add the following paragraph:

On sloped faces taller than 24 inches, weep holes shall be constructed at intervals of ten feet (10’) midway between contraction joints on each side of the sloped shotcrete. Weep holes shall be constructed using perforated 4-inch (4”) diameter, schedule 40, polyvinyl chloride (PVC) pipe. The pipe shall be cut to fit the finish slope of the sloped shotcrete face and shall be placed at an elevation of one foot (1’) above the toe of the slope. The pipe perforations shall be a minimum of one (1) square inch per linear foot of pipe. The weep holes shall be backed by a minimum of two (2) cubic feet of aggregate material tied in a burlap bag. The aggregate shall extend at least six inches (6”) above and below and to each side of the weep hole, and at least twenty four (24”) inches into the side slope. The side and back of the burlap bag shall be protected from being coated by concrete during the placing operation by a suitable means approved by the Owner. On the day following concrete placement, each weep hole shall be rodded to assure that it has not been blocked.

525.11 Testing: add the following paragraph:

Shotcrete channels having a slope of 0.8 foot per hundred feet or less, or where unusual or special conditions cast doubt on the capability of the gutters to drain, shall be water tested. Water testing shall consist of establishing flow in the length of channel to be tested by supplying water from a hydrant, tank truck or other source. One hour after the supply of water is shut off, the channel shall be inspected for evidence of ponding or improper shape. In the event water is found ponded in the channel to a depth greater than ½ inch, the defect or defects shall be corrected in a manner acceptable to the Engineer without additional cost to the Owner.

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**.**

701-1 Description: of the Standard Specifications add the following paragraphs:

The Contractor shall be responsible for closure of the main entrance driveway during construction and all related signage including the protection of pedestrian traffic.

701-5 Method of Measurement: is revised to read:

Maintenance and Protection of Traffic will not be measured. The contract unit of measurement shall be lump sum.

701-6 Basis of Payment: is revised to read:

The contractor will be compensated for all Maintenance and Protection of Traffic in accordance with the procedures described herein the contract lump sum price for this item of work.

810 EROSION CONTROL AND POLLUTION PREVENTION (SWPPP)

An Erosion Control and Pollution Prevention Plan and an associated permit will be required for this project. The Contractor shall provide all necessary documentation to the Arizona Department of Environmental Quality and provide copies of all documents to the Owner.

901 MOBILIZATION

Mobilization shall be in accordance with Section 901 of the ADOT Standard Specifications.

902 CHAIN LINK FENCE

Chain Link Fence and Gates shall be in accordance with Section 420 of the MAG Standard Specifications.

903 WIRE FENCE

Wire fence shall be in accordance with Section 903 of the ADOT Standard Specifications.

909 SURVEY MARKER

Survey Markers shall not be required to be installed for this project.

913 BANK PROTECTION

Bank Protection including dumped rock riprap shall be in accordance with Section 913 of the ADOT Standard Specifications.

914 WALLS AND MISCELLANEOUS STRUCTURES

Walls shall be in accordance with Section 914 of the ADOT Standard Specifications.

925 CONSTRUCTION SURVEYING AND LAYOUT AND AS-BUILT DRAWINGS:

Construction Surveying and Layout shall be in accordance with Section 925 of the ADOT Standard Specifications, except as modified herein.

As-Builts: add the following section:

Upon completion of the work, the Contractor shall perform an as-built survey of all work shown within the plans including but not limited to: finish pavement, concrete items, the alignment of all concrete footings; beginning of top of wall, all changes in the footer and/or top of wall elevation change, changes in horizontal direction of the wall (i.e., angle points) and other necessary grading outside of the limits of the pavement as shown within the plans and all changes in grade break thereof. Datum of the survey shall be based on the benchmark information as shown on the Project Plans. Three (3) sets of the signed and sealed survey document shall be submitted to the Engineer for review and approval. As-built drawings shall also contain the following.

A. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the permanent structures and which exist in the completed work. All underground utilities relocated under this contract shall be referenced to semi-permanent or permanent physical objects.

B. The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original tracings. The Engineer will document these changes on the original tracings and forward the tracings to the Contractor for review and signature. The registered Professional Land Surveyor who performed the Final Survey shall certify the As-Built information by signing and sealing the tracings for the Contractor.

   Final payment of this contract will not be made to the Contractor until the As-Built drawings are satisfactorily produced and certified.

C. As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

925-4 Method of Measurement: is revised to read:

No measurement shall be made for Construction Survey and Layout and As-Builts. The contract unit of measurement shall be lump sum.

925-5 Basis of Payment: is revised to read:

Payment for Construction Survey and Layout and As-Builts shall be lump sum and shall be full compensation for all work necessary to complete said Construction Survey and Layout and As-builts.

CONTRACT FORMS

Proposal	**P-1 to P-3**
Bidding Schedule	**BS-1 to BS-3**
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

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for the **BID NO. 080211-1, GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE, GLOBE**, 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 Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

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

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within sixty (90) Calendar Days of 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:_____

If by a Firm or Partnership:

Firm or Partnership Name:_____

Proposal continued…

Firm or Partnership Address:_____

By (Signature):_____ **Date**:_____

Name and Address of Each Member:_____

_____

_____

_____

_____

If by an Individual:

Signature:_____ **Date**:_____

BIDDING SCHEDULE

GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE
GILA COUNTY, ARIZONA

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

Firm Name: _____

TOTAL CONTRACT PRICE, for the sum of $ _____

WRITTEN TOTAL CONTRACT PRICE

_____**Dollars**

and _____**Cents.**

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

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

BIDDING SCHEDULE

Firm Name: _____

COST SUMMARY BREAK DOWN

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
107.1	Temporary Chain Link Fence (H=6')	L.F.	312		
107.2	Temporary Chain Link Fence Gate (Double Swing)(W=28')	EA.	1		
140	Bollard, MAG Dtl. 140	EA.	6		
202	Removal of Structures and Obstructions	L.S.	1		
270	Sewer Cleanout, Frame and Cover, MAG Dtl. 270	EA.	3		
301	Subgrade Preparation	S.Y.	8,400		
310	Aggregate Base Course - (ADOT Class II)	C.Y.	1,105		
321	Asphaltic Concrete - MAG (3/4") Mix	Ton	890		
340.1	Concrete Curb, MAG Dtl. 222, Type B, H=6"	L.F.	217.5		
340.2	Concrete Sidewalk	S.F.	883		
340.3	Concrete Sidewalk ADA Access Ramp	S.F.	85		
340.4	Concrete Ribbon Curb, MAG Dtl. 220-1, Type B	L.F.	60		
340.5	Concrete Valley Gutter (MAG 240, 2003 ed.)	L.F.	332		
340.6	Pole Base, Stantec Detail, including pull box assembly	EA.	2		
340.7	Adjustment of Existing Fire Hydrant (Arizona Water Dtl. E-9-6-1)	L.S.	1		
430	Decomposed Granite, MAG 430	C.Y.	35		

COST SUMMARY BREAK DOWN *continued*

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
525	Shotcrete (MAG 525)(4" thick, 6x6x10 WWF)(colored)	S.F.	1,775		
701	Maintenance and Protection of Traffic	L.S.	1		
810	Erosion Control and Pollution Prevention Plan (SWPPP)	L.S.	1		
901	Mobilization	L.S.	1		
902.1	Chain Link Fence, H=8'	L.F.	217		
902.2	Chain Link Fence, H=6', Security Type	L.F.	1,102		
902.3	Chain Link Fence, Gate, Double, W=14'	EA.	1		
902.4	Chain Link Fence, Gate, Double, W=28', Security Type	EA.	3		
902.5	Chain Link Fence, Gate, Single, W=14', Security Type	EA.	2		
902.6	Chain Link Fence, Gate, Single, W=6', Security Type	EA.	1		
903	Wire Fence, Barbed, ADOT Type 2	L.F.	402		
913	Dumped RipRap, D_{50}=6"	C.Y.	110		
914	Masonry Wall, ADOT Std.	S.F.	1,476		
925	Construction Survey and Layout and As-builts	L.S.	1		
				TOTAL BASE BID	

GILA COUNTY

SURETY (BID) BOND

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,

as Principal, hereinafter called the Principal, and _____,

a corporation duly organized under the laws of the State of _____,

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 080211-1, GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE, GLOBE

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal	**Surety**
By	**By Attorney-in-Fact**
Title	**Address, Attorney-in-Fact** **Subscribed and sworn to before me this ____ day of _____, 20____**
	My commission expires: _____
	Notary Public

GILA COUNTY

QUALIFICATION AND CERTIFICATION FORMS

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 080211-1 GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   _____

   _____

   _____

2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
   _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.

e. List the specific qualifications the Contractor has in supplying the specified services.

f. Gila County reserves the right to request additional information.

6. Contractor Experience Modifier (e-mod) Rating in Arizona: _____

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

7. Current Arizona Contractor License Number: _____

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

GILA COUNTY

REFERENCE LIST

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

References

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

1. **Company:** _____

   Contact: _____

   Phone: _____

   Address: _____

2. **Company:** _____

   Contact: _____

   Phone: _____

   Address: _____

3. **Company:** _____

   Contact: _____

   Phone: _____

   Address: _____

4. **Company:** _____

   Contact: _____

   Phone: _____

   Address: _____

_____

Name of Business

_____

Signature of Authorized Representative

_____

Title

AFFIDAVIT BY CONTRACTOR

CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

_____
(Name of Individual)
being first duly sworn, deposes and says:

That he is _____
(Title)
of_____ and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 080211-1 GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE, GLOBE** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

_____
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ **My Commission expires:**
Notary Public

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Request for Proposals No. 080211-1 GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE,** 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.

Any subcontractor not listed with the bid must be approved by the County 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. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

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.

_____
Name of Business

_____
Signature of Authorized Representative

_____
Title

BIDDERS CHECKLIST

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED/EXECUTED
Proposal	_____
Bidding Schedule	_____
Surety (Bid) Bond	_____
Qualification & Certification Form	_____
Reference List	_____
Affidavit of Non-Collusion	_____
Subcontractor Certification	_____
Contract	_____
Bidders Checklist & Addenda Acknowledgment	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/ Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of_____, 2011.

_____
CONTRACTOR:

_____
BY:

Each proposal shall be sealed in an envelope addressed to Gila County Engineering Services and bearing the following statement on the outside of the envelope: **Proposal to Construct: GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE, Gila County Arizona, Bid No. 080211-1**. All proposals shall be filed at **Gila County Procurement, 1400 East Ash St., Globe, AZ 85501**, on or before **11:00 A.M. Arizona time, Monday, September 19th, 2011.**

GILA COUNTY
CONTRACT NO. 080211-1

THIS AGREEMENT, made and entered into this _____ day of _____, **2011**, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and _____ of the City of _____, County of _____, State of Arizona, party of the second part, hereinafter designated the **CONTRACTOR**.

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

ARTICLE I - SCOPE OF WORK: The **Contractor** shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction for **Bid No. 080211-1 GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE**, **GLOBE** 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 032204-1 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Technical Specifications", "General Provisions", "Special Provisions", "Proposal", "Bidding Schedule", "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 Technical Specifications; the Special Provisions; the General Provisions; all other documents. 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.

During the pre-construction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least a twenty-four (24) hour notice.

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. **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 **Birdie DeNiro, Risk Management, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

SCHEDULE:

For construction in the contract documents, the project shall be completed within **Ninety (90) Days of 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.	**$490.00**

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 80-09 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, 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.

ANTI-TERRORISM WARRANTY: Pursuant to **A.R.S. §35-397** the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

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

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

GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE
BID NO. 080211-1

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

_____
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____
Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

CONTRACTOR:

_____
Contractor Signature

_____
Print Name

_____
Witness (If Contractor is Individual)

STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,

and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE, GLOBE,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

_____
Principal **Seal**

_____
Surety **Seal**

_____
Agency of Record

_____
Arizona Countersignature

_____
Address

_____
Phone Number

_____
By:

_____
By:

_____
Agency Address

STATUTORY LABOR AND MATERIALS BOND

PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal, and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE, GLOBE,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____

_____ _____

Principal **Seal** **By:**

_____ _____

Surety **Seal** **By:**

_____ _____

Agency of Record **Agency Address**

_____

Arizona Countersignature

_____

Address

_____

Phone Number

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY

I, _____, representing

_____ (company name)

do hereby warranty the work performed for the:

GILA COUNTY PWD COMPLEX ROADYARD SHOP AREA PAVING PHASE, GLOBE,

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

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

_____

(Officer, Partner, Owner) **Date**

Form **W-9**
(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.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is 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 *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under 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 me), and
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 am a U.S. citizen or other U.S. person (defined below).

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 interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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 States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

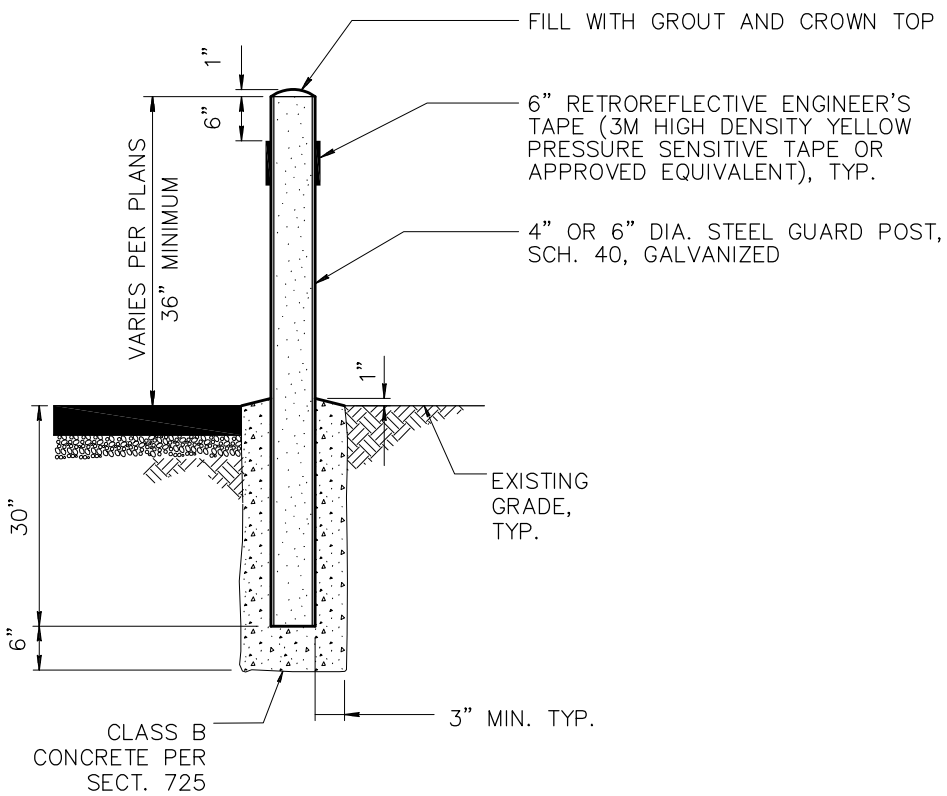
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to 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 income.

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:

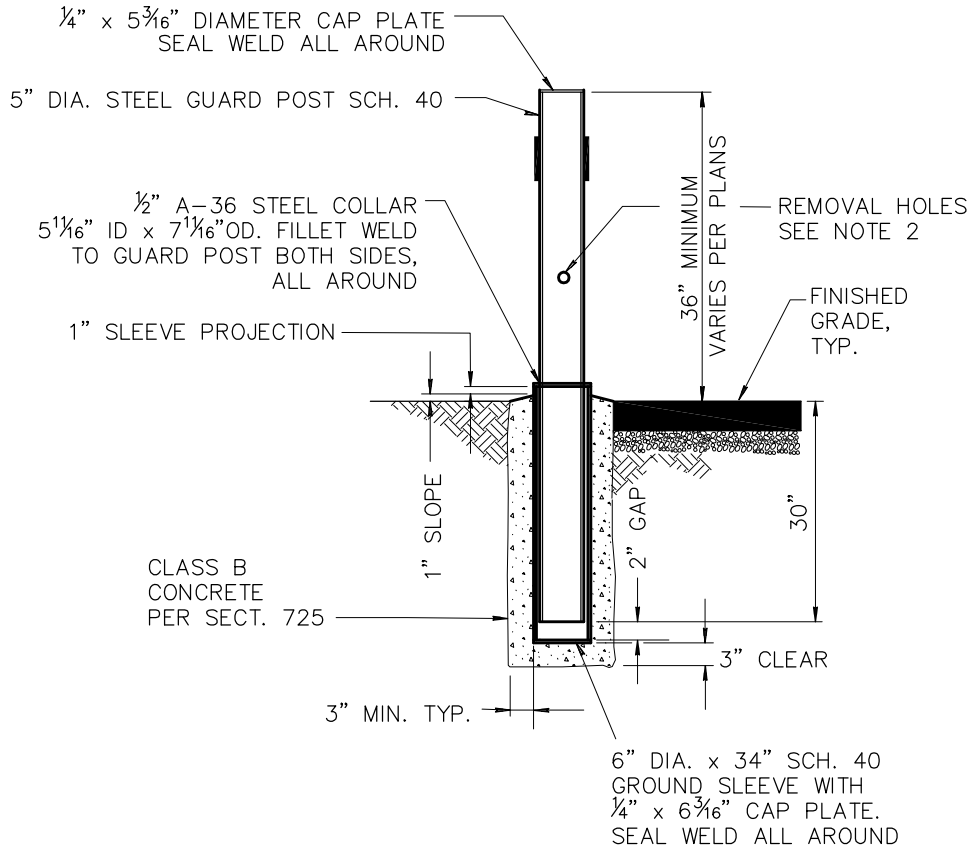
- The U.S. owner of a disregarded entity and not the entity,

SECTION VI

NOTED STANDARD DETAIL DRAWINGS



TYPE 1 PERMANENT

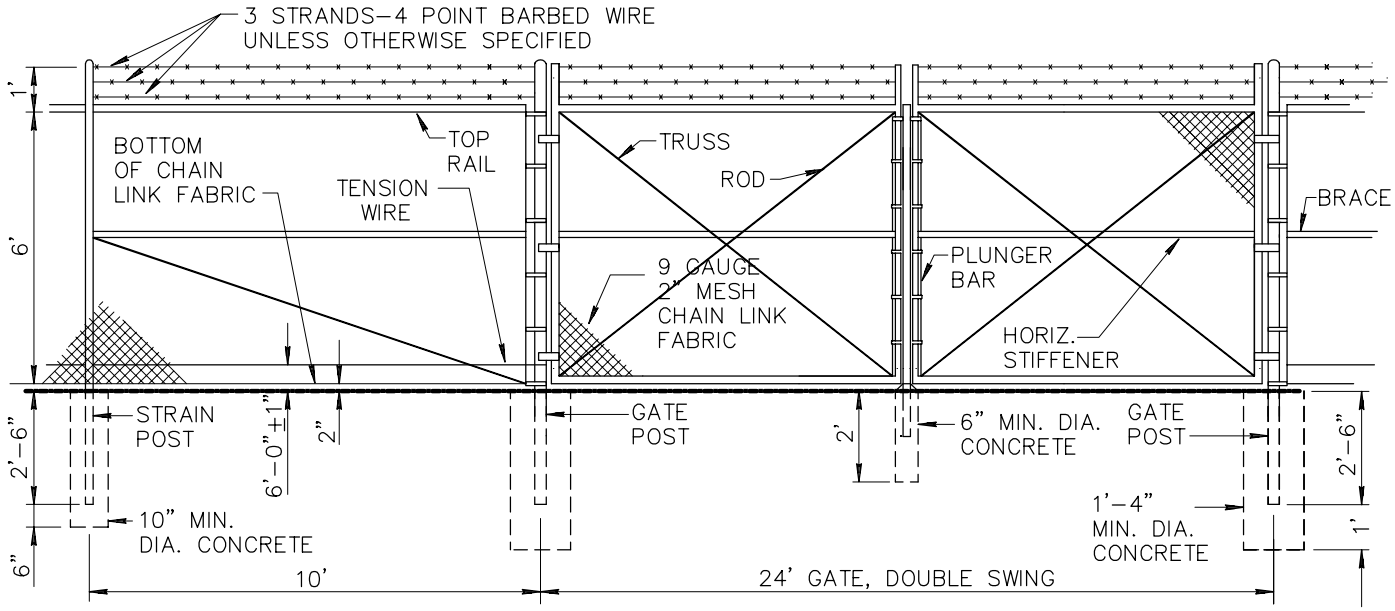


TYPE 2 REMOVABLE

NOTES

1. BOLLARDS SHALL HAVE A HEIGHT OF 3 FEET OR BE EQUAL TO THE HEIGHT OF THE BACK SCREEN WALL OF BIN ENCLOSURES. POSTS SHALL BE PLACED A MINIMUM OF 4" FROM THE WALL.
2. REMOVABLE POSTS SHALL HAVE 1" DIA. HOLES DRILLED THROUGH AT A DISTANCE ⅓ THE OVERALL POST LENGTH FROM TOP.
3. REMOVABLE POST – GRIND SMOOTH ALL SHARP EDGES PRIOR TO GALVANIZATION. GALVANIZE PER ASTM A54 AFTER FABRICATION.

DETAIL NO.				REVISED	DETAIL NO.
140	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	BOLLARD	01-01-2009	140

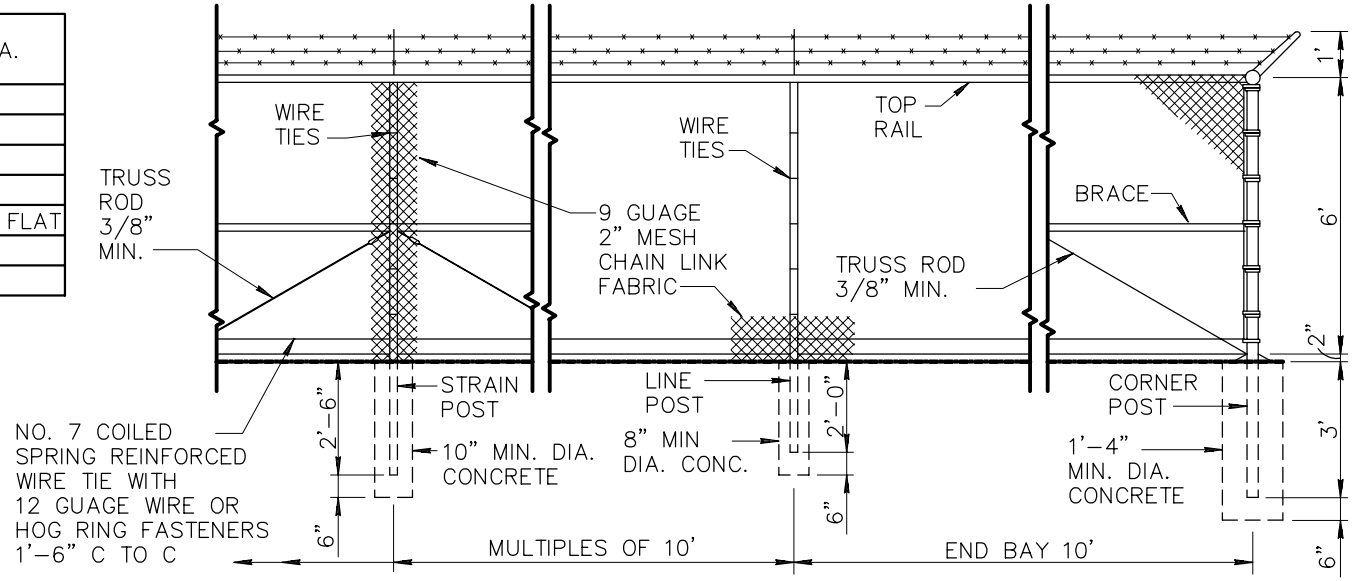


NOTES

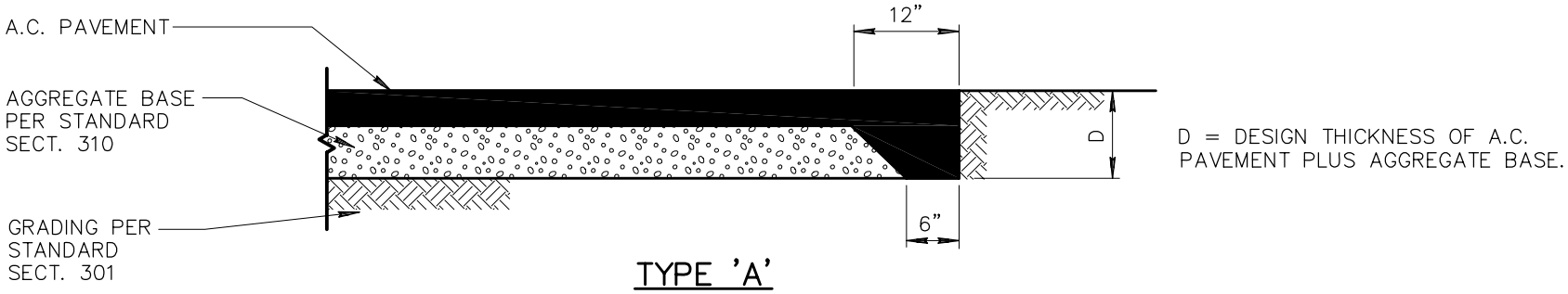
1. ALL CONCRETE SHALL BE CLASS 'C' PER SECT. 725.
2. FITTINGS NOT SPECIFICALLY DETAILED SHALL BE HEAVY DUTY DESIGN.
3. STRAIN POSTS SHALL BE SPACED AT 500' MAXIMUM SPACING.
4. BOTH CORNER AND STRAIN POSTS SHALL HAVE STRAIN PANELS.
5. ALL POSTS SHALL BE CAPPED.
6. MEMBER SIZES SHALL BE THE FOLLOWING:

MEMBER	AISC SIZE	OUTSIDE DIA.
CORNER POST	2–1/2"	2.875"
LINE POST	1–1/2"	1.900"
STRAIN POST	1–1/2"	1.900"
BRACE	1–1/4"	1.666"
STRETCH BAR	3/16"x3/4" FLAT	3/16"x3/4" FLAT
GATE POST	3–1/2"	4.000"
TOP RAIL	1–1/4"	1.666"

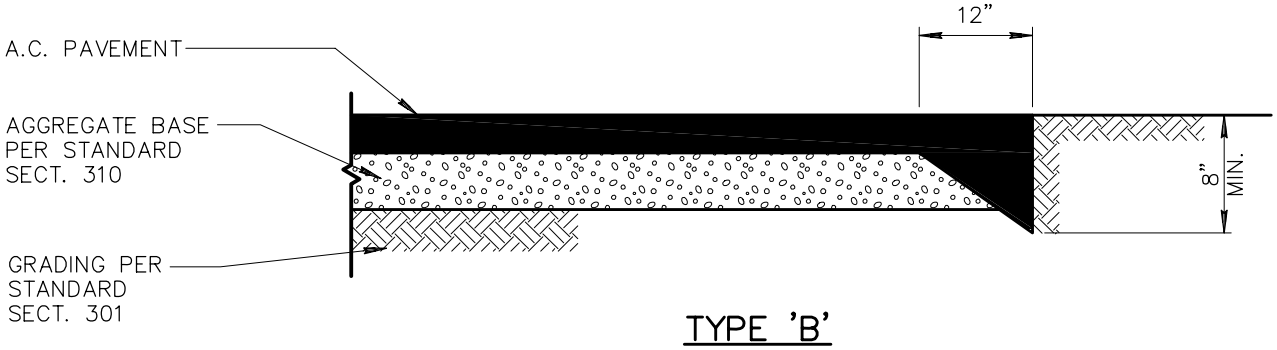
7. CONSTRUCTION AND MATERIALS SHALL CONFORM TO SECT. 420 AND 722, RESPECTIVELY. SEE TABLE 722 FOR WEIGHTS OF MEMBERS.



DETAIL NO.			REVISED	DETAIL NO.
160	MARICOPA ASSOCIATION of GOVERNMENTS — STANDARD DETAIL ENGLISH	6' CHAIN LINK FENCE AND GATE	01–01–2003	160

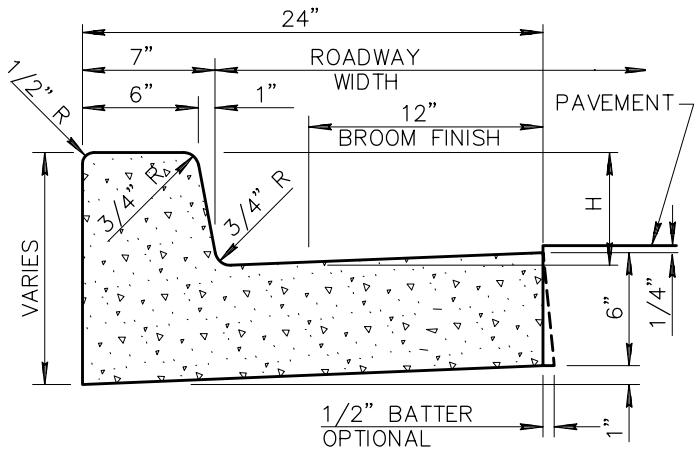


TYPE 'A'



TYPE 'B'

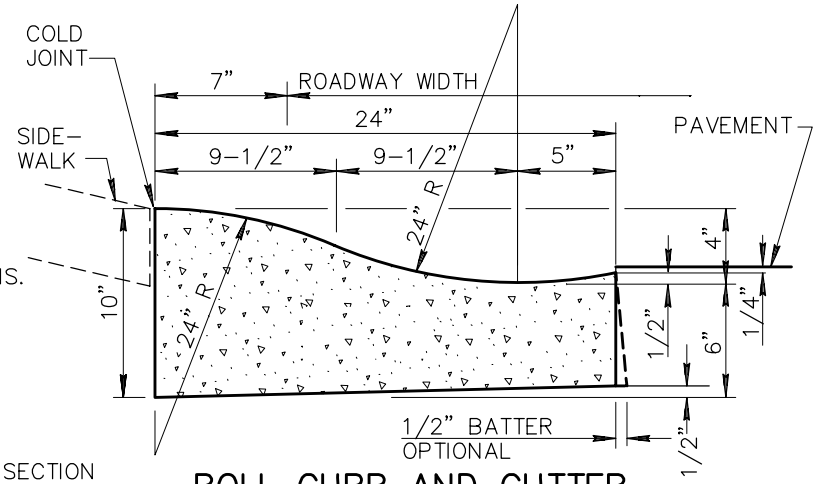
DETAIL NO.				REVISED	DETAIL NO.
201	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	PAVEMENT SECTION AT TERMINATION	01-01-2008	201



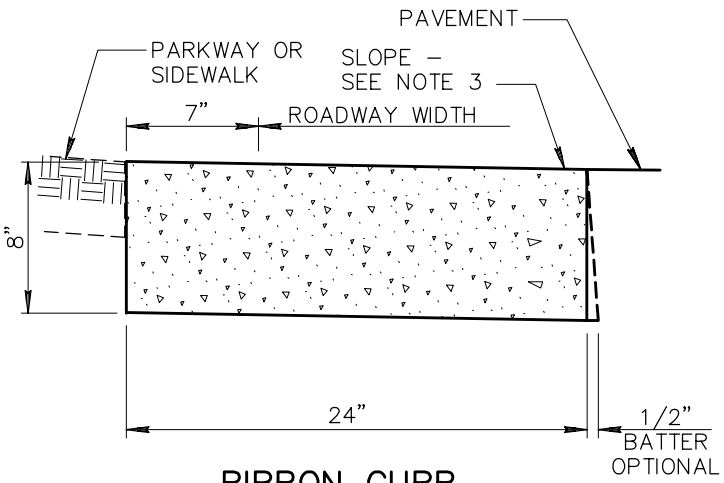
VERTICAL CURB AND GUTTER (TYPE A)

NOTES: (TYPE A)

1. ALL EXPOSED SURFACES TO BE TROWEL FINISHED EXCEPT AS SHOWN. SEE SECT. 340.
2. H=6" OR AS SPECIFIED ON PLANS.
3. CONTRACTION JOINT SPACING 10' MAXIMUM.
4. EXPANSION JOINTS AS PER SECT. 340.
5. CLASS 'B' CONCRETE PER 725.
6. WHEN THE ADJACENT PAVEMENT SECTION SLOPES AWAY FROM THE GUTTER, THE SLOPE OF THE GUTTER PAN SHALL MATCH PAVEMENT CROSS SLOPE.



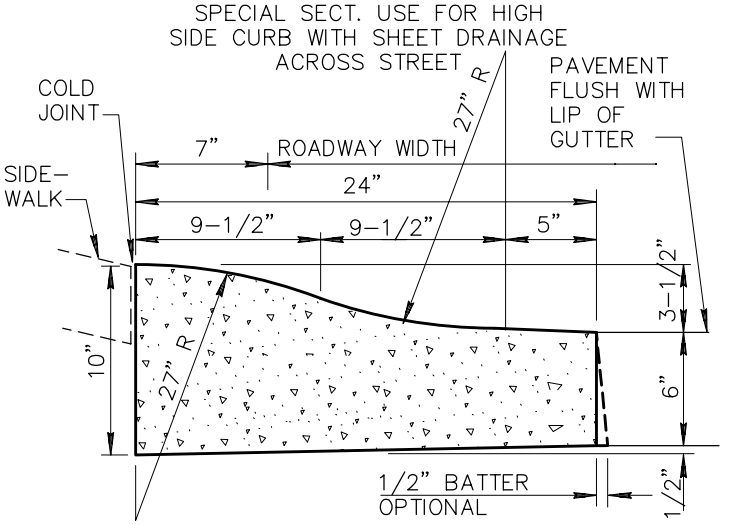
ROLL CURB AND GUTTER (TYPE C)



RIBBON CURB (TYPE B)

NOTES: (TYPE B)

1. CONSTRUCT CURB AND INSTALL 1/2" MASTIC EXPANSION JOINTS, A.S.T.M. D-1751. SECT. 340.
2. BROOM FINISH ALL SURFACES.
3. RIBBON CURB MAY SLOPE TOWARDS PAVEMENT OR PARKWAY AS INDICATED ON PLANS.
4. CONTRACTION JOINT SPACING 10' MAXIMUM.
5. CONCRETE SHALL BE CLASS 'B' PER SECT. 725 AND INSTALLED PER SECT. 505.

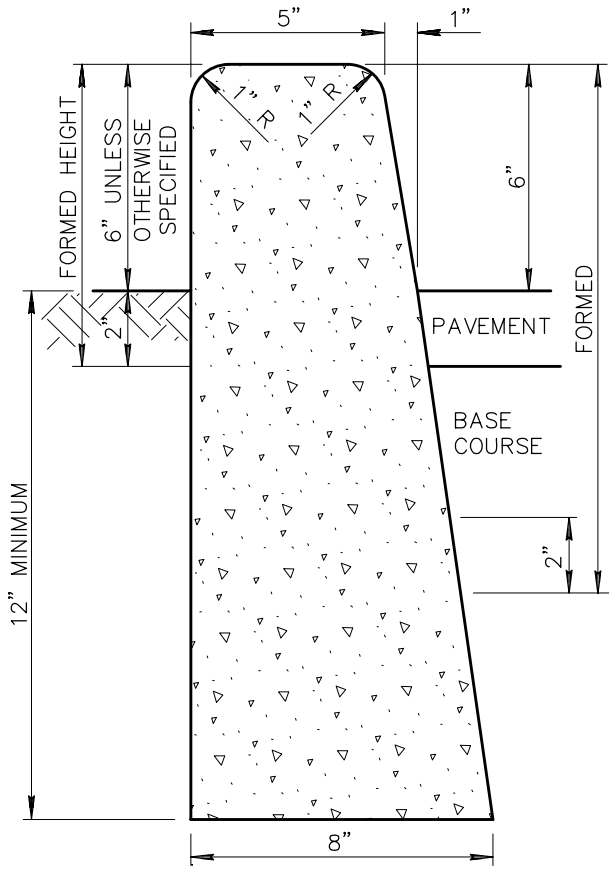


(TYPE D)

NOTES: (C & D)

1. ALL WORK AND MATERIALS SHALL CONFORM TO SECT. 304, 505 AND 725. BROOM FINISH TO EXPOSED SURFACE.
2. CONTRACTION JOINT SPACING 10' MAXIMUM.
3. EXPANSION JOINTS AS PER SECT. 340.
4. CLASS 'B' CONCRETE PER 725.

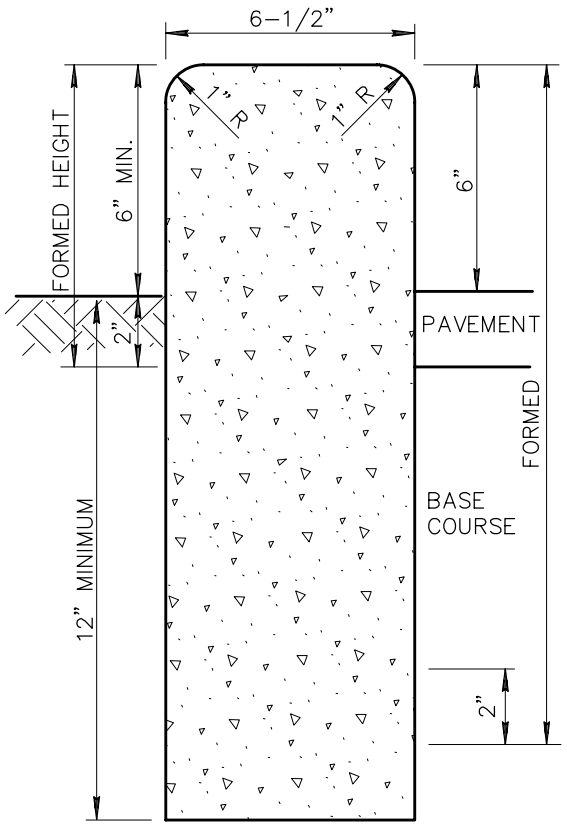
DETAIL NO.				REVISED	DETAIL NO.
220-1	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	CURB AND GUTTER TYPES A, B, C AND D	01-01-2007	220-1



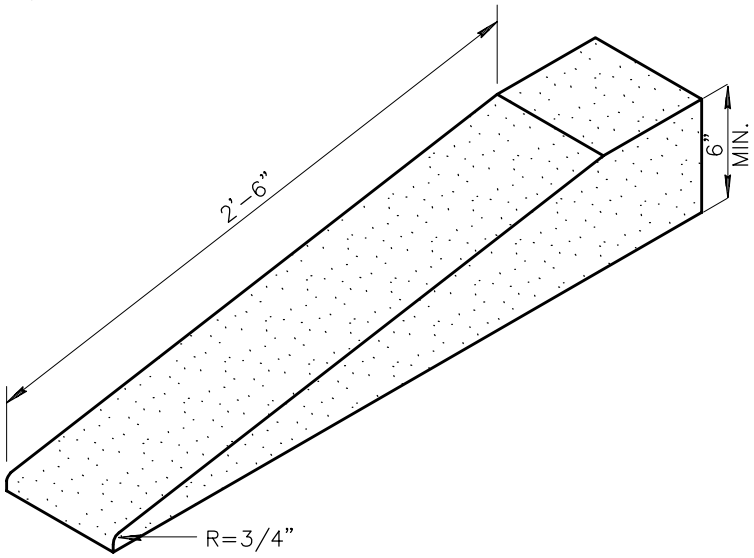
TYPE 'A'

NOTES:

1. ALL VERTICAL SURFACES TO BE FORMED.
2. VERTICAL SURFACES DOWN FROM 2" BELOW UNDISTURBED SOIL MAY BE PLACED AGAINST NEAT CUT IF APPROVED BY THE ENGINEER AND CONCRETE WILL NOT EXTEND MORE THAN 1" BEYOND THEORETICAL FACE.
3. ALL EXPOSED SURFACES TO BE STRIPPED GREEN AND TROWEL FINISHED.
4. CONCRETE CURBS CONFORM TO SECT. 340.
5. MAXIMUM SPACING OF CONTRACTION JOINTS IS 10'
6. CONCRETE TO BE CLASS 'B' PER SECT. 725.
7. WHEN PAVEMENT AND BASE COURSE EQUALS OR EXCEEDS 10" IN DEPTH, THE ENTIRE ROADWAY SIDE OF THE CURB SHALL BE FORMED. THE TOTAL CURB HEIGHT REMAINS 18" UNLESS NOTED OTHERWISE.

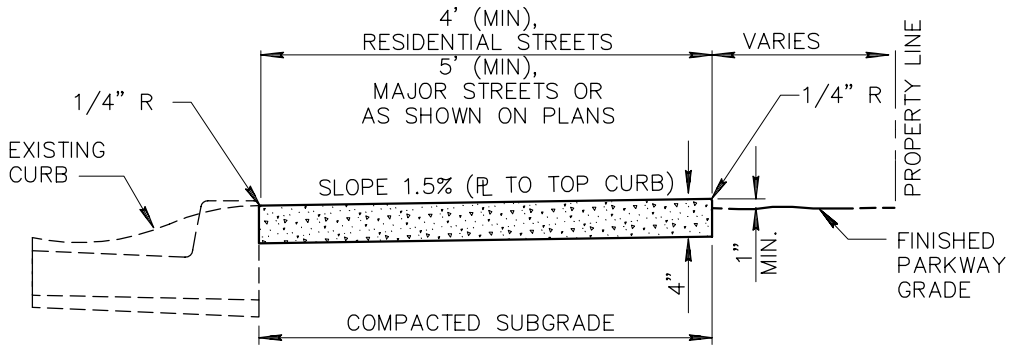


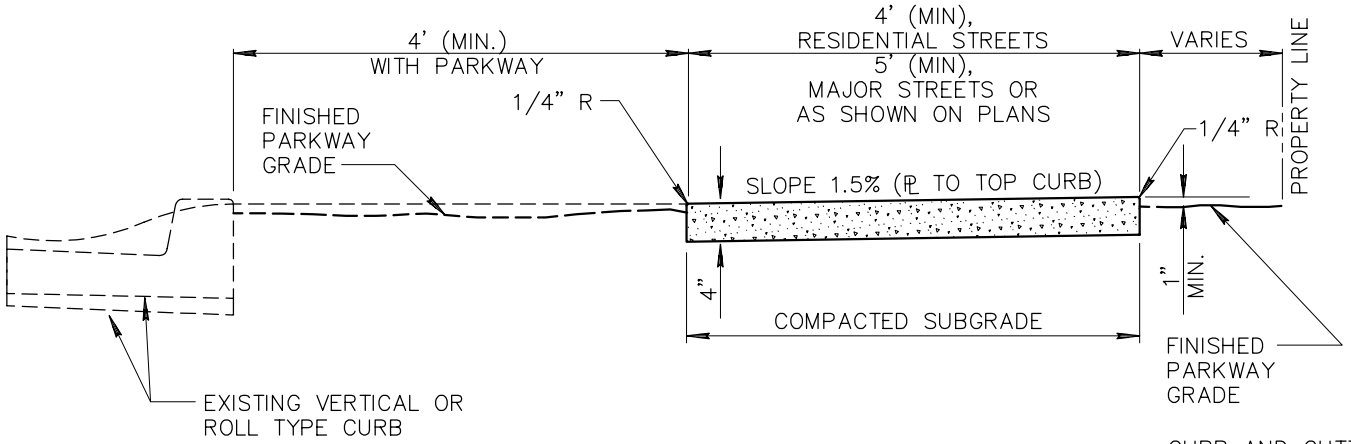
TYPE 'B'

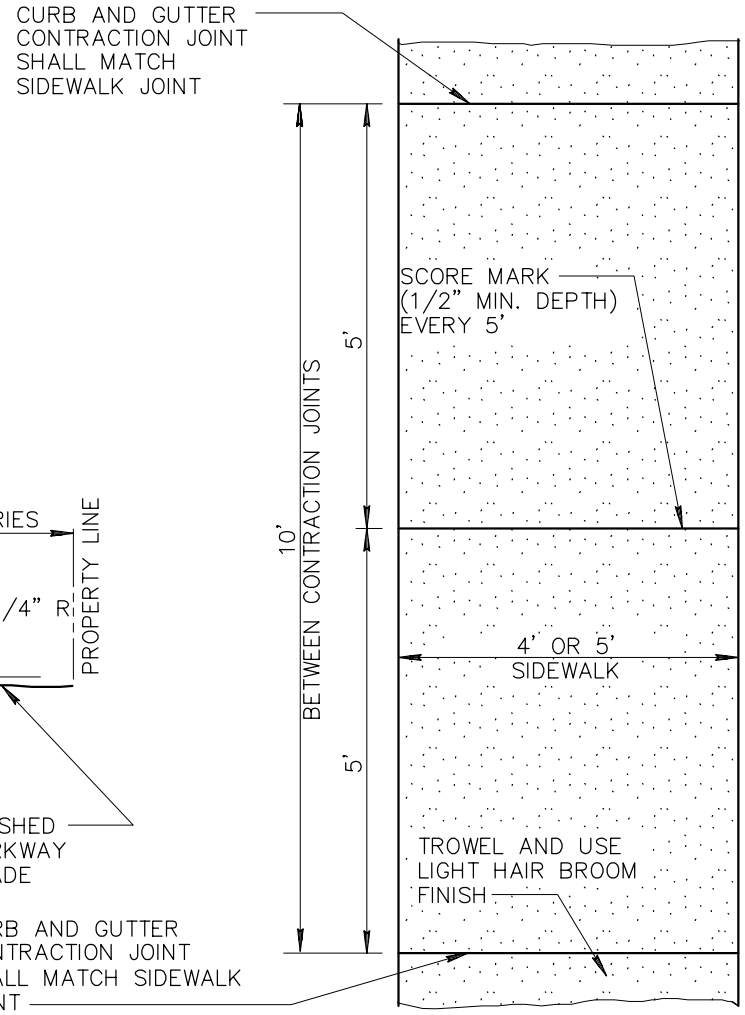


TYPICAL CURB TERMINATION

DETAIL NO.		STANDARD DETAIL		REVISED	DETAIL NO.
222	MARICOPA ASSOCIATION of GOVERNMENTS	ENGLISH	SINGLE CURB – TYPES A, B AND TERMINATION	01-01-2008	222

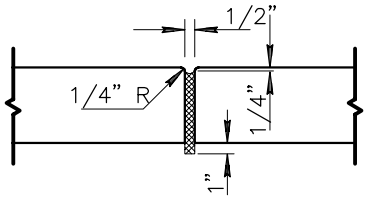




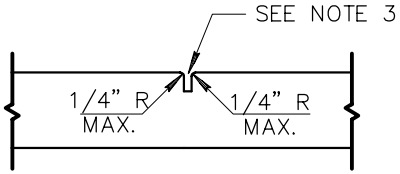


NOTES:

1. SIDEWALK CONSTRUCTION SHALL CONFORM TO SECT. 340.
2. EXPANSION JOINTS SHALL BE 1/2" BITUMINOUS TYPE PREFORMED EXPANSION JOINT FILLER, A.S.T.M. D–1751.
3. LARGE AGGREGATE, IN CONTRACTION JOINT, SHALL BE SEPARATED TO A DEPTH OF 1", FINISH DEPTH SHALL BE A MINIMUM OF 3/4".
4. EXPANSION JOINT 50' MAXIMUM SPACING PER SECT. 340.
5. CLASS 'B' CONCRETE CONSTRUCTION AS PER SECT. 725.

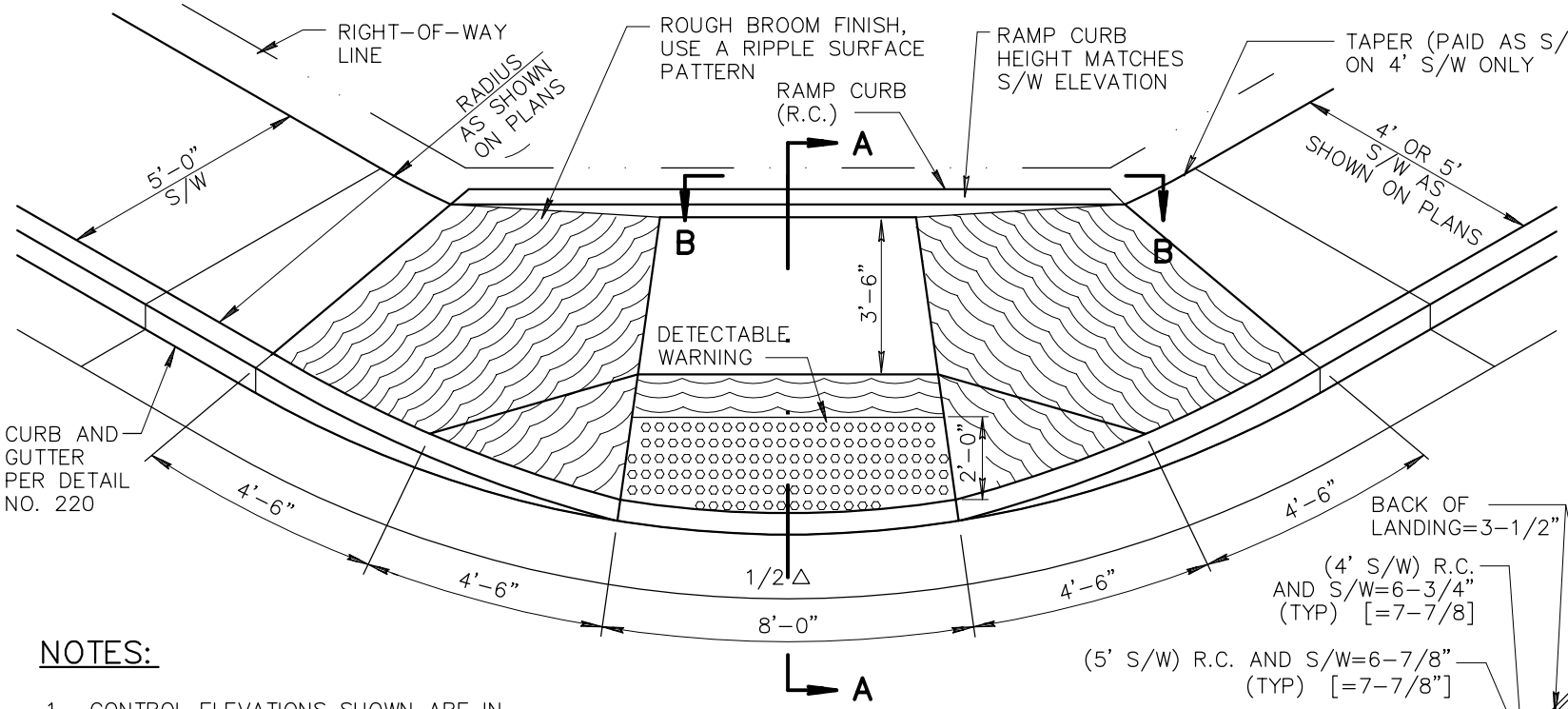


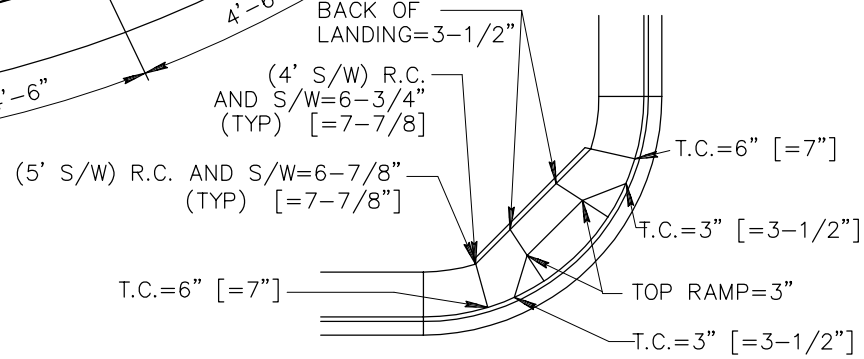
EXPANSION JOINT



CONTRACTION JOINT

DETAIL NO.				REVISED	DETAIL NO.
230	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	SIDEWALKS	01–01–2003	230



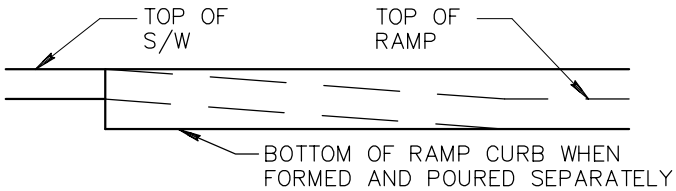


CONTROL ELEVATIONS

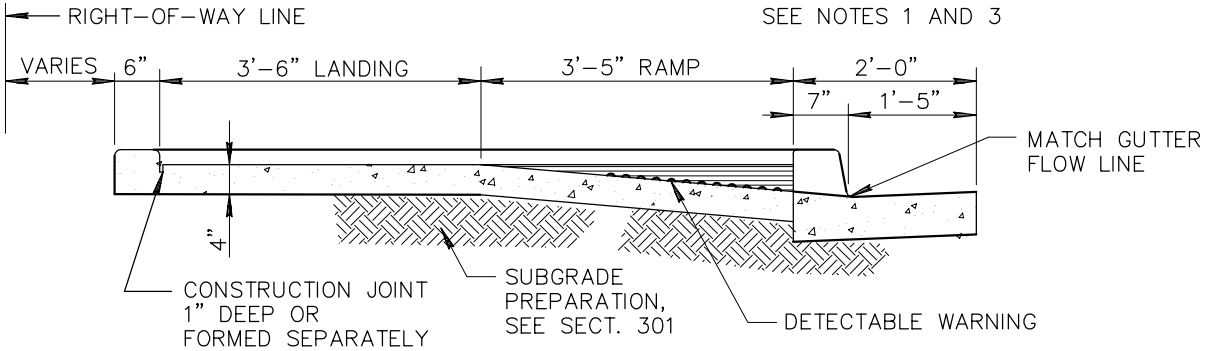
SEE NOTES 1 AND 3

NOTES:

1. CONTROL ELEVATIONS SHOWN ARE IN RELATION TO THE GUTTER AND ARE LOCATED RADIALLY. GUTTER ELEVATION=0.
2. CLASS 'B' CONCRETE CONSTRUCTION AS PER SECTION 725.
3. WHEN CURB HEIGHTS OF 7" ARE SHOWN ON PLANS, USE DIMENSIONS SHOWN IN [ ]'S.
4. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.



SECTION B-B

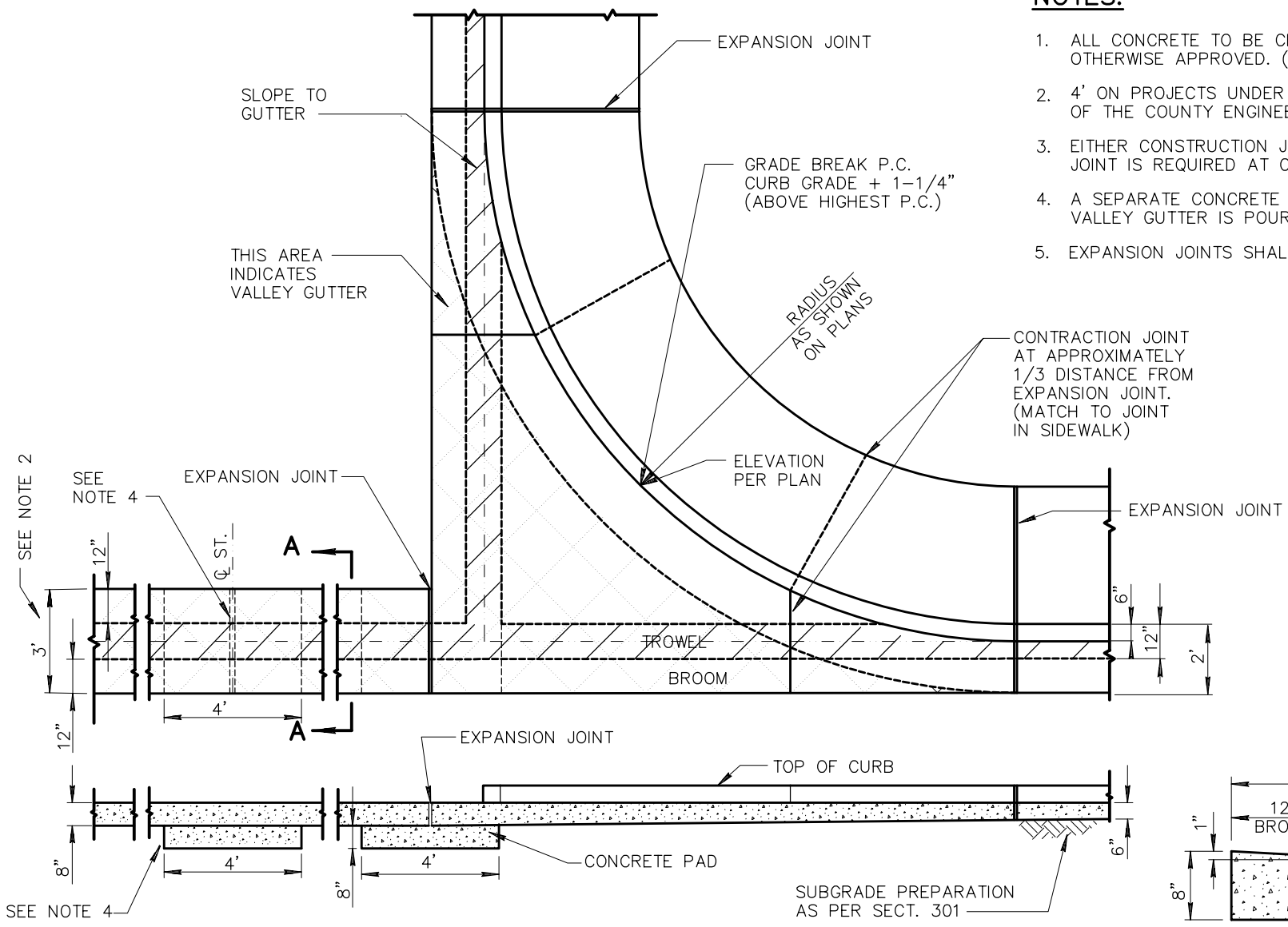


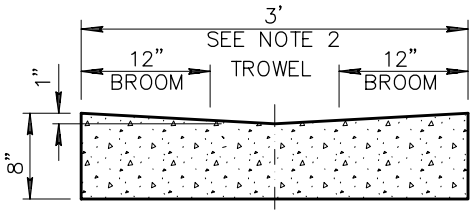
SECTION A-A

DETAIL NO.			REVISED	DETAIL NO.
231	MARICOPA ASSOCIATION of GOVERNMENTS — STANDARD DETAIL ENGLISH	SIDEWALK RAMPS - TYPE 'A'	01-01-2006	231

NOTES:

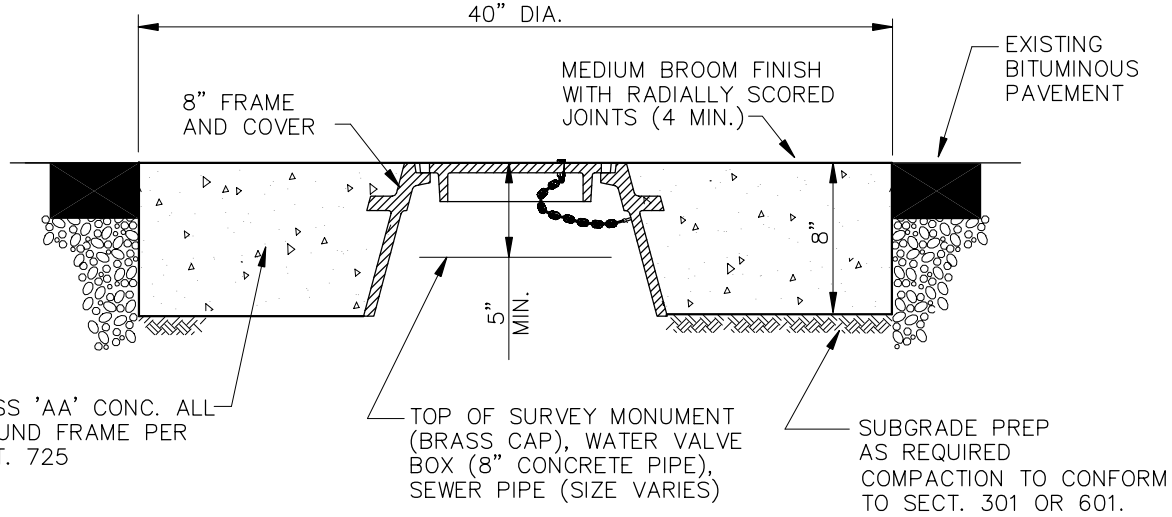
1. ALL CONCRETE TO BE CLASS 'A' UNLESS OTHERWISE APPROVED. (SECT. 725).
2. 4' ON PROJECTS UNDER THE JURISDICTION OF THE COUNTY ENGINEER AND THE CITY OF MESA.
3. EITHER CONSTRUCTION JOINT OR CONTRACTION JOINT IS REQUIRED AT CENTERLINE OF STREET.
4. A SEPARATE CONCRETE PAD IS REQUIRED WHEN VALLEY GUTTER IS POURED HALF AT A TIME.
5. EXPANSION JOINTS SHALL CONFORM TO SECT. 340.



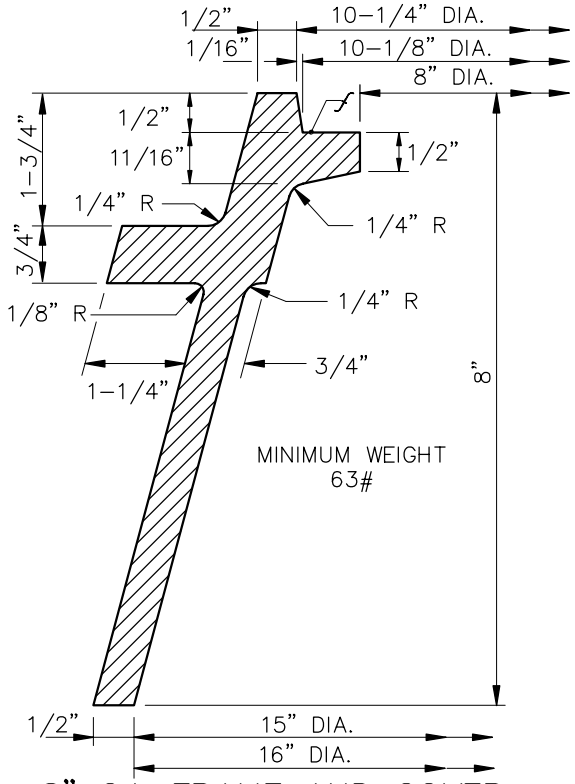


SECTION A–A
VALLEY GUTTER

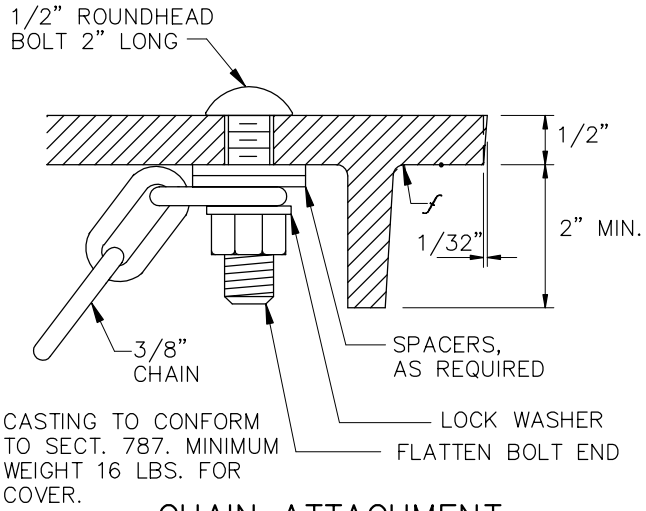
DETAIL NO.			REVISED	DETAIL NO.
240	MARICOPA ASSOCIATION of GOVERNMENTS — STANDARD DETAIL ENGLISH	VALLEY GUTTER	01–01–2003	240



WATER VALVE, SURVEY MONUMENT, OR SEWER CLEAN OUT FRAME & GRADE ADJUSTMENT



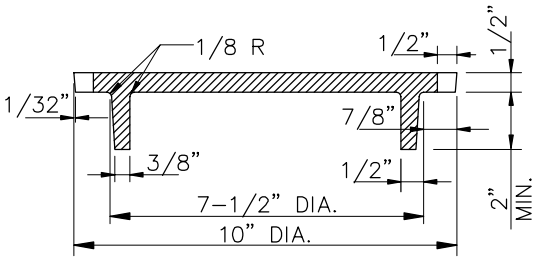
8" C.I. FRAME AND COVER



CHAIN ATTACHMENT

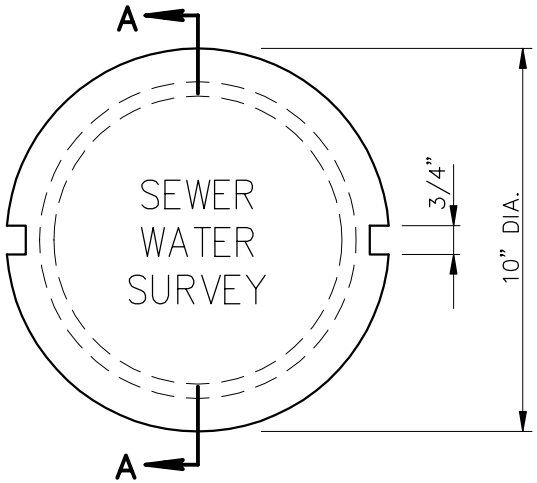
(AS REQUIRED)

LETTERS ON COVER TO BE AS FOLLOWS: "SEWER", "WATER", OR "SURVEY" AS DIRECTED TOTAL WIDTH OF WORD "SEWER" OR "WATER" 3-3/4". TOTAL WIDTH OF WORD "SURVEY" 4-1/2". LETTER SIZE 5/8" x 3/4", RAISED 1/16" ABOVE LEVEL OF COVER, TYPE OF LETTERS TO BE SUBMITTED FOR APPROVAL.



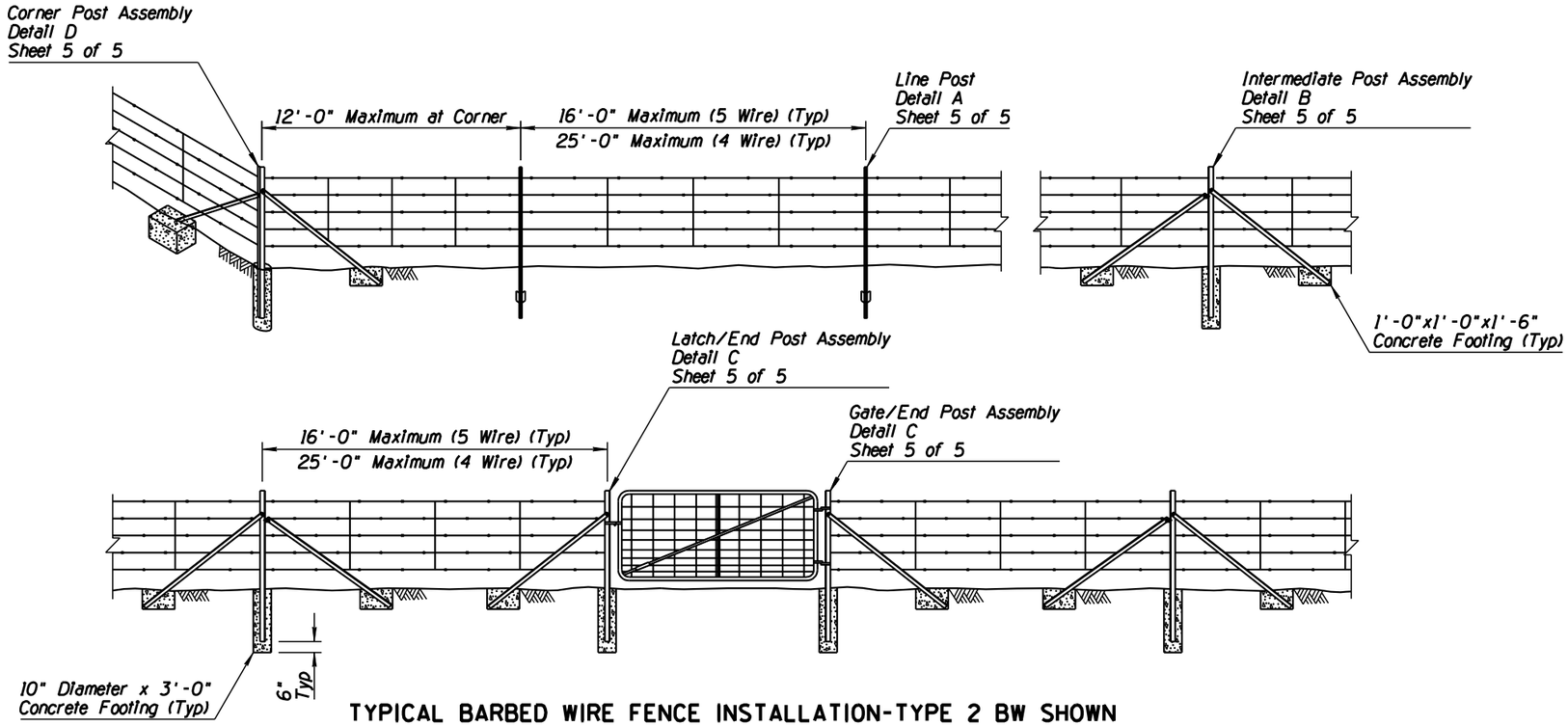
COVER SECTION A-A

DETAIL TYPICAL FOR BOTH FRAME AND COVER



DETAIL NO.				REVISED	DETAIL NO.
270	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	FRAME AND COVER	01-01-2001	270

NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	REISSUED STD DWG	PNB	7/94
2	REVISED GENERAL NOTE 1	RLF	7/05
3			
4			



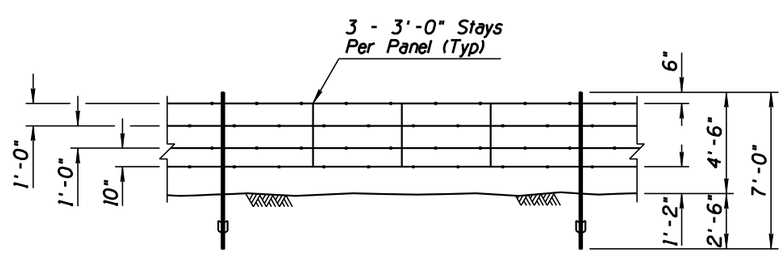
TYPICAL BARBED WIRE FENCE INSTALLATION-TYPE 2 BW SHOWN

GENERAL NOTES

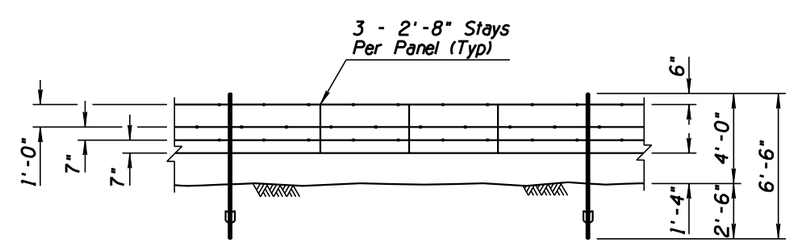
2 1. Intermediate Post Assemblies shall be located as shown and at intervals not to exceed 650', or midway between all braced posts.

2. For game fence the bottom wire shall be barbless.

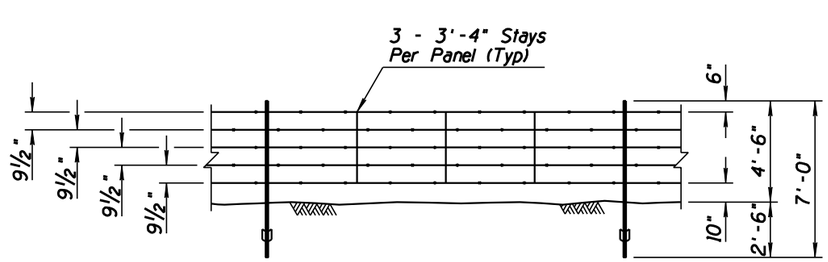
3. The stays on game fence shall have their ends turned up to prevent injuries to game.



TYPE 1 BARBED WIRE (BW) (4 WIRE)

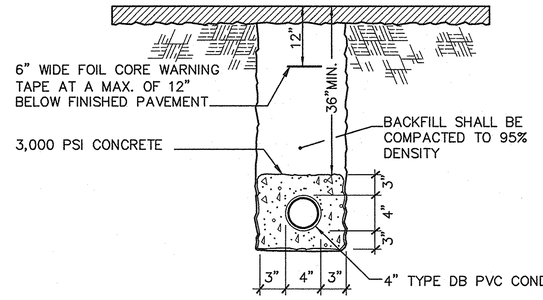


BARBED WIRE GAME FENCE (GF)

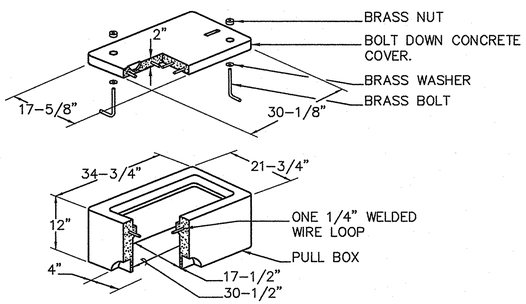


TYPE 2 BARBED WIRE (BW) (5 WIRE)

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV.
Mary Vipauna		5/07
APPROVED FOR DISTRIBUTION	1 FENCE BARBED WIRE	DRAWING NO.
Julie Bennett		C-12.10 Sheet 2 of 5

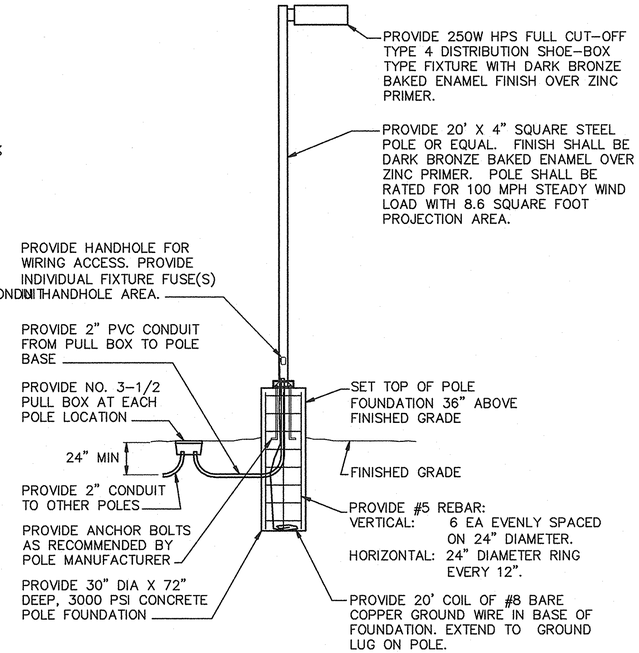


5 TRENCH DETAIL
NOT TO SCALE



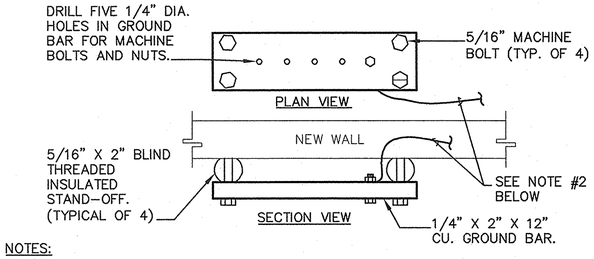
NOTE: THE WORD "COMMUNICATIONS" SHALL BE CAST ON THE TOP OF THE PULL BOX COVER.

6 No. 7 PULLBOX DETAIL
NOT TO SCALE



4 POLE BASE DETAIL
NOT TO SCALE

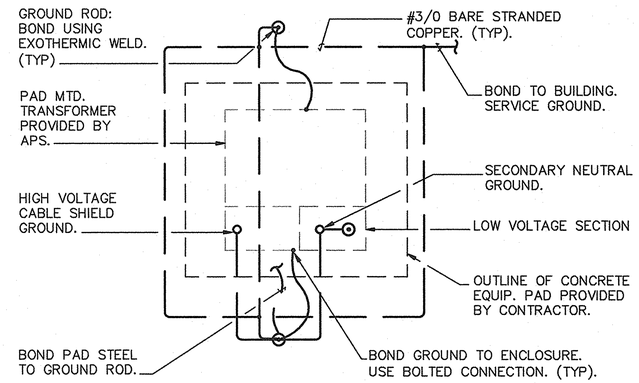
NOTE: PROVIDE AT LEAST TWO #4, OR THREE #3 TIES WITHIN 5" OF THE TOP OF THE FOOTING IN ACCORDANCE WITH SECTION 1910.4.3 OF THE 2000 IBC.



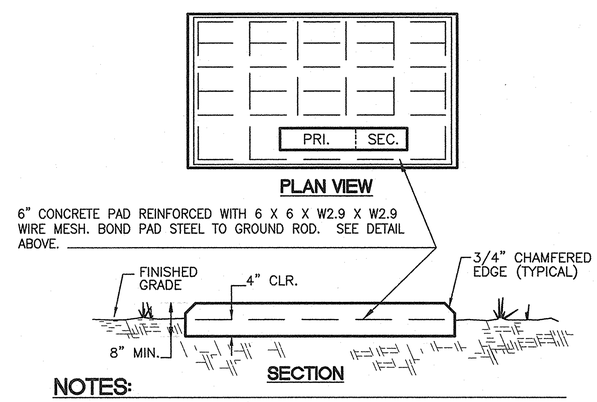
NOTES:

1. GROUND BAR SHALL BE PROVIDED WITH A MINIMUM OF FIVE COMPRESSION TYPE TERMINALS WITH EACH TERMINAL SUITABLE FOR USE WITH #12 THROUGH #6 AWG CONDUCTORS.
2. BOND GROUND BAR IN BET TO BUILDING SERVICE GROUND WITH #6 AWG BARE COPPER.

1 BET GROUND BAR DETAIL
NOT TO SCALE



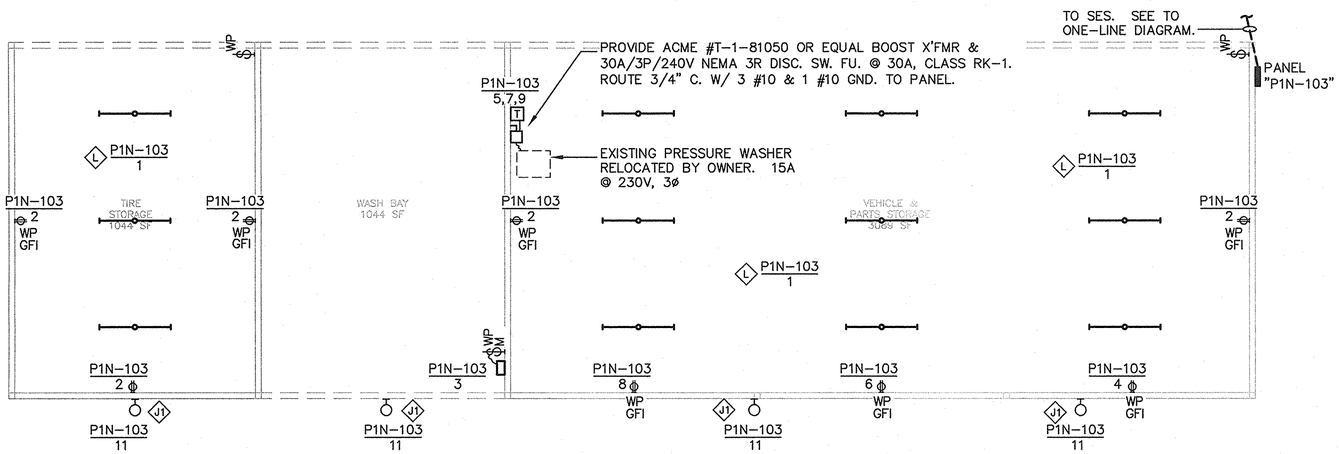
2 TRANSFORMER GROUND DETAIL
NOT TO SCALE



NOTES:

(1) TOP OF PAD SHALL BE +4" ABOVE FINISHED GRADE.
(2) THE TRANSFORMER PAD MAY BE FORMED AND POURED IN PLACE ACCORDING TO THE ABOVE, OR IT MAY BE PURCHASED AS A PRE CAST UNIT IF IT MEETS THE SPECIFICATIONS AND HAS BEEN APPROVED BY APS.
(3) CONTRACTOR SHALL VERIFY AND COORDINATE ALL PAD DIMENSIONS WITH ACTUAL TRANSFORMER INSTALLED TO ENSURE PROPER COMPATIBILITY OF PAD AND TRANSFORMER.
(4) BOLT TRANSFORMER TO PAD IN AT LEAST FOUR PLACES.
(5) ALL CONCRETE USED SHALL BE RATED AT 3,000 P.S.I. AT 28 DAYS.
(6) FILL PRI. AND SEC. DUCT OPENINGS, AFTER DUCT INSTALLATION, WITH CONCRETE.

3 TRANSFORMER PAD DETAIL
NOT TO SCALE



NOTE:
1. MOUNT RECEPTACELS AT +42" ABOVE FINISHED FLOOR.

7 POLE BARN - ELECTRICAL PLAN
SCALE: 1/8" = 1'-0"

Stantec Consulting Inc.
201 North Bonita, Suite 101
Tucson AZ U.S.A.
85745-2999
Tel. 520.750.7474
Fax. 520.750.7470
www.stantec.com

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Revision	By	Appd.	YY.MM.DD
B 100% FOR BID	ADB	MSA	09.10.30
A 60% FOR REVIEW	ADB		09.09.25

Issued	By	Appd.	YY.MM.DD
File Name: 09005E6.DWG	ADB Dwn.	MSA Chkd.	ADB Dsgn. 09.09.25 YY.MM.DD

Seal

Registered Professional Engineer (Electrical) CERTIFICATE NO. 29346 MARTIN S. ARMENTA Date Signed 11/5/09 ARIZONA U.S.A.

EXPIRES 09/30/2010

Client/Project
GILA COUNTY
PUBLIC WORKS DIVISION

INDUSTRIAL COMPLEX

GILA COUNTY, AZ

Title
ELECTRICAL DETAILS
VEHICLE MAINTENANCE FACILITY

Project No. 185209005
Scale NONE
Drawing No. E6
Sheet
of
Revision

ARF-722 **Regular Agenda Item Item #: 2- L**

Regular BOS Meeting

Date: 08/15/2011

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division

Department: Public Works Division Division: Engineering

Presenter's Name: Steve Sanders

Information

Request/Subject

Resolution No. 11-08-04 deeding a portion of Evalinda Drive in the King Addition Subdivision to John D. Cotterill.

Background Information

During the regular scheduled meeting of the Gila County Board of Supervisors (BOS) on June 7, 2011, the BOS accepted a bid in the amount of $100 from John D. Cotterill for the purchase of a portion of Evalinda Drive in the King Addition Subdivision.

Evaluation

Mr. Cotterill has met all of the requirements of the roadway abandonment process. A map showing the abandonment has been recorded with the Gila County Recorder.

Conclusion

The next and final step in the process is for the Chairman of the Board to sign a quit claim deed that deeds the abandoned roadway to Mr. Cotterill.

Recommendation

It is the recommendation of the Public Works Division Deputy Director that the Board of Supervisors adopt Resolution No. 11-08-04 and authorize the Chairman of the Board of Supervisors sign the quit claim deed.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 11-08-04 approving the disposal of an unnecessary public roadway being a portion of Evalinda Drive, King Addition Subdivision, official map no. 196, and to authorize the Chairman to execute and deliver in the name and under the seal of the County of Gila, a quit claim deed conveying the abandoned roadway to John D. Cotterill. **(Steve Sanders)**

Attachments

Link: Resolution No. 11-08-04

Link: QCD Gila County to Cotterill

RESOLUTION NO. 11-08-04

A RESOLUTION APPROVING THE DISPOSAL OF AN UNNECESSARY PUBLIC ROADWAY BEING A PORTION OF EVALINDA DRIVE, KING ADDITION SUBDIVISION, OFFICIAL MAP NO. 196 AND MORE PARTICULARLY DESCRIBED AND SHOWN AS THE SHADED AREA ON RECORD OF SURVEY MAP NUMBER 3969, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA

WHEREAS, JOHN D. COTTERILL, owner of the land adjoining that parcel of land hereinbefore described; and

WHEREAS, it has been determined that the disposal of the unnecessary public roadway will not leave any property without access to public roads and streets of Gila County, and is no longer necessary for public use, and the same should be granted; and

WHEREAS, JOHN D. COTTERILL, agrees that in consideration of the disposal of the said parcel of land and the conveyance of the ground so vacated to him as the adjoining owner, to release and discharge the COUNTY OF GILA from any and all damages, claims and demands of every kind and nature arising out of the conveyance of the same to him as the adjoining property owner; and

WHEREAS, it is to the best interest of the COUNTY OF GILA to be relieved of the obligation to maintain said parcel of land;

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors:

Section 1: That the portion of land described herein and constituting that portion of Evalinda Drive, King Addition Subdivision, Official Map No. 196 and more particularly described and shown as the shaded area on Record of Survey Map Number 3969, Gila County Records, Gila County, Arizona, is hereby, vacated and abandoned, subject, however, to all existing water, gas and utility easements now existing on said parcel of land.

Section 2: That the Chairman of the said Board of Supervisors, be, and he is hereby authorized, empowered and directed to make, execute and deliver in the name and under the seal of the COUNTY OF GILA, a quit claim deed conveying John D. Cotterill, as owner of the adjacent property, that parcel of land hereinbefore described, and to cause said Deed to be attested and the seal of the said COUNTY OF GILA to be affixed thereto by the Clerk of the said Supervisors.

The above described quit claim deed and legal description are attached for informational purposes only and will be recorded as a separate document

PASSED AND ADOPTED this 15th day of August 2011, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

_____

Marian Sheppard
Chief Deputy Clerk of the Board

_____

Michael A. Pastor, Chairman

Approved as to form:

_____

Bryan Chambers
Chief Deputy County Attorney

When recorded return to:
Gila County Engineering Services
1400 East Ash Street
Globe, Arizona 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC,** does hereby release, remise, and forever quitclaim unto **JOHN D. COTTERILL,** the Releasee, with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2011

Approved:

_____
Michael A. Pastor, Chairman
Gila County Board of Supervisors

Attest:

_____
Marian Sheppard,
Chief Deputy Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Chief Deputy Clerk, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

EXHIBIT "A

LEGAL DESCRIPTION

A portion of Evalinda Drive located in King Addition Subdivision, (Map No. 196 of Gila county Records), located in Indian Allotment Survey No. 656, embraced by Sections 17, 18 & 19, Township 11 North, Range 10 East, Gila and Salt River Meridian, Gila County, Arizona, described as follows:

Commencing at the Northeast corner of lot 155, East Verde Park, (Map No. 144 G.C.R.) Said point being a ½" rebar with brass tag marked "LS 24516" as shown on Record Of Survey Map No. 2833 G.C.R.;

THENCE South 60°07'15" West (basis of bearings) 356.15 feet, upon the North line of said Lot 55 to the East side of Evalinda Drive and THE POINT OF BEGINNING;

THENCE South 22°15'20" East upon the East side of Evalinda Drive 109.26 feet;

THENCE South 67°44'40" West 30.00 feet, to the West side of Evalinda Drive;

THENCE North 22°15'20" West upon the West side of Evalinda Drive 105.24 feet;

THENCE North 60°07'15" East 30.27 feet, to the POINT OF BEGINNING.

Subject parcel contains 3218 Sq. Ft. or 0.07 acres more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
34555
WILLIAM R.
INGRAM III
Date Signed 3-31-11
ARIZONA, U.S.A.
Expires 03/31/12

GRS JOB#10061

ARF-725 **Regular Agenda Item Item #: 2- M**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	Steve Sanders, Public Works Division Deputy Director		
Submitted By:	Steve Sanders, Public Works Division		
Department:	Public Works Division	Division:	Engineering
Presenter's Name:	Steve Sanders		

Information

Request/Subject

Resolution No. 11-08-05 deeding a portion of Christopher Creek Loop to Lynnie Raichert; Edwin G. and Mary C. Schuck; and George and Ruth A. Deming.

Background Information

During the regular scheduled meeting of the Gila County Board of Supervisors (BOS) on July 7, 2009, the BOS accepted a bid in the amount of $100 from Lynnie Raichert for the purchase of a portion of Christopher Creek Loop.

Evaluation

Ms. Raichert has met all of the requirements of the roadway abandonment process. A map showing the abandonment has been recorded with the Gila County Recorder.

Conclusion

The next and final step in the process is for the Chairman of the Board to sign the quit claim deeds that deed the abandoned roadway to Lynnie Raichert; Edwin G. and Mary C. Schuck; and George and Ruth Deming.

Recommendation

It is the recommendation of the Public Works Division Deputy Director that the Board of Supervisors adopt Resolution No. 11-08-05 and authorize the Chairman of the Board of Supervisors sign the quit claim deeds.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 11-08-05 approving the disposal of an unnecessary public roadway shown as a portion of Christopher Creek Loop, and authorizing the Chairman to execute and deliver in the name and under the seal of the County of Gila, 3 separate quit claim deeds conveying the abandoned roadway to Lynnie Raichert; Edwin G. and Mary C. Schuck; and George and Ruth Deming. **(Steve Sanders)**

Attachments

Link: Resolution No. 11-08-05

Link: QCD Gila County to Raichert

Link: QCD Gila County to Schuck

Link: QCD Gila County to Deming

RESOLUTION NO. 11-08-05

A RESOLUTION APPROVING THE DISPOSAL OF AN UNNECESSARY PUBLIC ROADWAY BEING A PORTION OF CHRISTOPHER CREEK LOOP, AND MORE PARTICULARLY DESCRIBED AND SHOWN ON RECORD OF SURVEY MAP NUMBER 3779, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA

WHEREAS, LYNNIE A. RAICHERT, EDWIN G. AND MARY C. SCHUCK, GEORGE AND RUTH A. DEMING, owners of the land adjoining that parcel of land hereinbefore described; and

WHEREAS, it has been determined that the disposal of the unnecessary public roadway will not leave any property without access to public roads and streets of Gila County, and is no longer necessary for public use, and the same should be granted; and

WHEREAS, LYNNIE A. RAICHERT, EDWIN G. AND MARY C. SCHUCK, GEORGE AND RUTH A. DEMING, agree that in consideration of the disposal of the said parcel of land and the conveyance of the ground so vacated to them as the adjoining owners, to release and discharge the COUNTY OF GILA from any and all damages, claims and demands of every kind and nature arising out of the conveyance of the same to him as the adjoining property owner; and

WHEREAS, it is to the best interest of the COUNTY OF GILA to be relieved of the obligation to maintain said parcel of land;

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors:

Section 1: That the portion of land described herein and constituting that portion of Christopher Creek Loop and more particularly described and shown on Record of Survey Map Number 3779, Gila County Records, Gila County, Arizona, is hereby, vacated and abandoned, subject, however, to all existing water, gas and utility easements now existing on said parcel of land.

Section 2: That the Chairman of the said Board of Supervisors, be, and he is hereby authorized, empowered and directed to make, execute and deliver in the name and under the seal of the COUNTY OF GILA, a quit claim deed conveying Lynnie A. Raichert, Edwin G. and Mary C. Schuck, George and Ruth A. Deming, as owners of the adjacent property, that parcel of land hereinbefore described, and to cause said Deed to be attested and the seal of the said COUNTY OF GILA to be affixed thereto by the Clerk of the said Supervisors.

The above described quit claim deeds and legal descriptions are attached for informational purposes only and will be recorded as separate documents

PASSED AND ADOPTED this 15th day of August 2011, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

_____

Marian Sheppard
Chief Deputy Clerk of the Board

_____

Michael A. Pastor, Chairman

Approved as to form:

_____

Bryan Chambers
Chief Deputy County Attorney

When recorded return to:
Gila County Engineering Services
1400 East Ash Street
Globe, Arizona 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC,** does hereby release, remise, and forever quitclaim unto **LYNNIE RAICHERT,** the Releasee, with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2011

Approved:

_____
Michael A. Pastor, Chairman
Gila County Board of Supervisors

Attest:

_____
Marian Sheppard,
Chief Deputy Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Chief Deputy Clerk, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

EXHIBIT "A"

Gila County Public Works **July 21, 2011**
Job No. GC2009-07 **Page 1 of 1**

A portion of Lot 1 of Record of Survey No. 3899; more particularly described as that portion of abandoned Christopher Creek Loop right-of-way as shown on Record of Survey No. 3779 that is included within Lot 1 of Record of Survey No. 3899.

SUBJECT TO: Arizona Revised Statute § 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

When recorded return to:
Gila County Engineering Services
1400 East Ash Street
Globe, Arizona 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC,** does hereby release, remise, and forever quitclaim unto **EDWIN G. SCHUCK and MARY C. SCHUCK, Husband and Wife,** the Releasee, with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "C" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2011

Approved:

_____
Michael A. Pastor, Chairman
Gila County Board of Supervisors

Attest:

_____
Marian Sheppard,
Chief Deputy Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Chief Deputy Clerk, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

EXHIBIT "C"

Gila County Public Works **July 21, 2011**
Job No. GC2009-07 **Page 1 of 1**

A portion of Lot 3 of Record of Survey No. 3899; more particularly described as that portion of abandoned Christopher Creek Loop right-of-way as shown on Record of Survey No. 3779 that is included within Lot 3 of Record of Survey No. 3899.

SUBJECT TO: Arizona Revised Statute § 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

When recorded return to:
Gila County Engineering Services
1400 East Ash Street
Globe, Arizona 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC,** does hereby release, remise, and forever quitclaim unto **GEORGE DEMING and RUTH A. DEMING, Husband and Wife,** the Releasee, with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "B" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2011

Approved:

_____
Michael A. Pastor, Chairman
Gila County Board of Supervisors

Attest:

_____
Marian Sheppard,
Chief Deputy Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Chief Deputy Clerk, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

EXHIBIT "B"

Gila County Public Works **July 21, 2011**
Job No. GC2009-07 **Page 1 of 1**

A portion of Lot 2 of Record of Survey No. 3899; more particularly described as that portion of abandoned Christopher Creek Loop right-of-way as shown on Record of Survey No. 3779 that is included within Lot 2 of Record of Survey No. 3899.

SUBJECT TO: Arizona Revised Statute § 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

ARF-724 **Regular Agenda Item Item #: 2- N**

Regular BOS Meeting

Date: 08/15/2011

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division

Department: Public Works Division Division: Engineering

Presenter's Name: Steve Sanders

Information

Request/Subject

Resolution No. 11-08-06 deeding a portion of Christopher Creek Loop to Manuel Gene Bettencourt.

Background Information

During the regular scheduled meeting of the Gila County Board of Supervisors (BOS) on July 7, 2009, the BOS accepted a bid in the amount of $10 from Howee Holdings LLC., (Manuel Gene Bettencourt is the principal of Howee Holdings) for the purchase of a portion of Christopher Creek Loop.

Evaluation

Mr. Bettencourt has met all of the requirements of the roadway abandonment process. A map showing the abandonment has been recorded with the Gila County Recorder.

Conclusion

The next and final step in the process is for the Chairman of the Board to sign a quit claim deed that deeds the abandoned roadway to Mr. Bettencourt.

Recommendation

It is the recommendation of the Public Works Deputy Director that the Board of Supervisors adopt Resolution No. 11-08-06 and authorize the Chairman of the Board of Supervisors sign the quit claim deed.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 11-08-06 approving the disposal of an unnecessary public roadway shown as a portion of Christopher Creek Loop, and authorizing the Chairman to execute and deliver in the name and under the seal of the County of Gila, a quit claim deed conveying the abandoned roadway to Manuel Gene Bettencourt. **(Steve Sanders)**

Attachments

Link: Resolution No. 11-08-06

Link: QCD Gila County to Bettencourt

RESOLUTION NO. 11-08-06

A RESOLUTION APPROVING THE DISPOSAL OF AN UNNECESSARY PUBLIC ROADWAY BEING A PORTION OF CHRISTOPHER CREEK LOOP, AND MORE PARTICULARLY DESCRIBED AND SHOWN AS AREA 2 AND AREA 3 ON RECORD OF SURVEY MAP NUMBER 3975, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA

WHEREAS, MANUEL GENE BETTENCOURT, owner of the land adjoining that parcel of land hereinbefore described; and

WHEREAS, it has been determined that the disposal of the unnecessary public roadway will not leave any property without access to public roads and streets of Gila County, and is no longer necessary for public use, and the same should be granted; and

WHEREAS, MANUEL GENE BETTENCOURT, agrees that in consideration of the disposal of the said parcel of land and the conveyance of the ground so vacated to him as the adjoining owner, to release and discharge the COUNTY OF GILA from any and all damages, claims and demands of every kind and nature arising out of the conveyance of the same to him as the adjoining property owner; and

WHEREAS, it is to the best interest of the COUNTY OF GILA to be relieved of the obligation to maintain said parcel of land;

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors:

Section 1: That the portion of land described herein and constituting that portion of Christopher Creek Loop and more particularly described and shown as Area 2 and Area 3 on Record of Survey Map Number 3975, Gila County Records, Gila County, Arizona, is hereby, vacated and abandoned, subject, however, to all existing water, gas and utility easements now existing on said parcel of land.

Section 2: That the Chairman of the said Board of Supervisors, be, and he is hereby authorized, empowered and directed to make, execute and deliver in the name and under the seal of the COUNTY OF GILA, a quit claim deed conveying Manuel Gene Bettencourt, as owner of the adjacent property, that parcel of land hereinbefore described, and to cause said Deed to be attested and the seal of the said COUNTY OF GILA to be affixed thereto by the Clerk of the said Supervisors.

The above described quit claim deed and legal description are attached for informational purposes only and will be recorded as a separate document

PASSED AND ADOPTED this 15th day of August 2011, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

_____

Marian Sheppard
Chief Deputy Clerk of the Board

_____

Michael A. Pastor, Chairman

Approved as to form:

_____

Bryan Chambers
Chief Deputy County Attorney

When recorded return to:
Gila County Engineering Services
1400 East Ash Street
Globe, Arizona 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC,** does hereby release, remise, and forever quitclaim unto **MANUEL GENE BETTENCOURT,** the Releasee, with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Legal Description For AREA 2 and AREA 3, attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2011

Approved:

_____
Michael A. Pastor, Chairman
Gila County Board of Supervisors

Attest:

_____
Marian Sheppard,
Chief Deputy Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Chief Deputy Clerk, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

LEGAL DESCRIPTION
For
AREA 2

That portion of the Results of Survey, Map No. 2049A thru 2049N, Gila County Records. Located in the SW 1/4 of Section 20, Township 11 North, Range 13 East of the Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

BEGINNING at the SE Corner of that Parcel "D" as shown on Record of Survey – Minor Land Division Map No. 3627 G.C.R., being a point on the Northerly Right-of-Way line of (Old) State Route Highway 260 as shown on said Map No. 2049A thru 2049N and a ½" Rebar with brass tag stamped R.L.S. 24516;

Thence: S 31° 57' 04" W, leaving said northerly Right-of-Way line, 65.97 feet to a ½" Rebar with brass tag stamped R.L.S. 24516 and a point on a non-tangent curve to the left, concave to the South, having a central angle of 15° 58' 55", a radius of 940.00 feet and radial bearing into the P.C. of N 06° 33' 20" E;

Thence: Westerly along the arc of said curve, 262.20 feet to a ½" Rebar with brass tag stamped R.L.S. 24516;

Thence: N 00° 03' 49" W, 60.76 feet to a ½" Rebar with brass tag stamped R.L.S. 24516 being a point on said Northerly Right-of-Way line and a non-tangent curve to the right, concave to the South, having a central angle of 17° 02' 13", a radius of 1000.00 feet and radial bearing into the P.C. of N 08° 51' 36" W;

Thence: Southeasterly along the arc of said curve and said Northerly Right-of-Way line, 297.35 feet to the **POINT OF BEGINNING**.

Encloses 16,788. SQ. FT. / 0.39 Acres.

ALONG WITH

Easement No. 3 being a Ingress-Egress and Public Utility easement being a portion of the above described Area 2, more particularly described as follows:

The West Fifteen feet (15') of the above described Area 2

RESERVING UNTO THE GRANTOR

Easement No. 2 being a Slope and Drainage easement being a portion of the above described Area 2, more particularly described as follows:

BEGINNING at the SE Corner of the above described Area 2, being a ½" Rebar with brass tag stamped R.L.S. 24516;

Thence: N 31° 57' 04" E, along the easterly line of said Area 2, a distance of 22.09 feet to a point on a non-tangent curve to the left, concave to the SW, having a central angle of 02° 04' 24", a radius of 960.00 feet and radial bearing into the P.C. of N 07° 07' 15" E;

Thence: Southeasterly along the arc of said curve, 34.74 feet;

Thence: S 05° 02' 52" W, 20.00 feet to a point on a non-tangent curve to the right, concave to the SW, having a central angle of 01° 30' 28", a radius of 940.00 feet and radial bearing into the P.C. of N 05° 02' 52" E;

Thence: Southeasterly along the arc of said curve, 24.74 feet to the **POINT OF BEGINNING.**

SUBJECT TO: Arizona Revised Statute 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

Project No. 11-040

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
24516
JOHN F.
DAVIS
Date Signed 6-29-11
ARIZONA U.S.A.

EXPIRES 09-30-2011

LEGAL DESCRIPTION
For AREA 3

That portion of the Results of Survey, Map No. 2049A thru 2049N, Gila County Records. Located in the SW 1/4 of Section 20, Township 11 North, Range 13 East of the Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

BEGINNING at the SE Corner of that Parcel "E" as shown on Record of Survey – Minor Land Division Map No. 3627 G.C.R., being a point on the Northerly Right-of-Way line of (Old) State Route Highway 260 as shown on said Map No. 2049A thru 2049N and a ½" Rebar with brass tag stamped R.L.S. 24516;

Thence: S 00° 03' 49" E, leaving said northerly Right-of-Way line, 60.76 feet to a ½" Rebar with brass tag stamped R.L.S. 24516 and a point on a non-tangent curve to the left, concave to the SE, having a central angle of 10° 56' 18", a radius of 940.00 feet and radial bearing into the P.C. of N 09° 25' 35" W;

Thence: Southwesterly along the arc of said curve, 179.45 feet to a ½" Rebar with 2" Plastic cap stamped R.L.S. 33319;

Thence: N 80° 19' 13" W, 110.65 feet to a ½" Rebar with brass tag stamped R.L.S. 24516 being a point on said Northerly Right-of-Way line and a non-tangent curve to the right, concave to the SE, having a central angle of 17° 00' 05", a radius of 1000.00 feet and radial bearing into the P.C. of N 25° 51' 41" W;

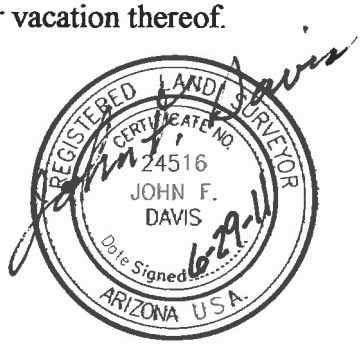
Thence: Northeasterly along the arc of said curve and said Northerly Right-of-Way line, 296.73 feet to the **POINT OF BEGINNING**.

Encloses 14,355. SQ. FT./ 0.33 Acres.

ALONG WITH

Easement No. 4 being a Ingress-Egress and Public Utility easement being a portion of the above described Area 3, more particularly described as follows:
The East Fifteen feet (15') of the above described Area 3.

SUBJECT TO: Arizona Revised Statute 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.



EXPIRES 09-30-2011

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ARF-711 **Regular Agenda Item Item #: 2- O**

Regular BOS Meeting

Date: 08/15/2011

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division

Department: Public Works Division Division: Engineering

Presenter's Name: Steve Sanders

Information

Request/Subject

Smelter Street Roadway Vacation of Right-Of-Way

Background Information

The current Gila County policy on the abandonment of roadways in Gila County lets staff initiate abandonment proceedings with approval from the Board of Supervisors. This request is to begin the process to abandon Smelter Street from Coplan to Silicate between blocks 16 and 17 as shown on the Plat of Arlington Heights, Gila County Recorded Map 31.

The Gila County Surveyor has been surveying in the Arlington Heights Subdivision and has identified numerous roads in the subdivision that exist only on paper and cannot be built for numerous reasons. Some reasons are inadequate right-of-way widths and steepness of the terrain.

Evaluation

Public Works staff has identified Smelter Street as one of the roads existing only on paper and no possibility of being built on the ground. Staff has contacted owners along the road and asked them if they would be interested in purchasing the road and the response was favorable.

Conclusion

The Public Works Division Deputy Director feels it would be in the best interest of all involved to move forward with the abandonment of Smelter Street from Coplan to Silicate between blocks 16 and 17 as shown on the Plat of Arlington Heights, Gila County Recorded Map 31.

Recommendation

It is the recommendation of the Public Works Division Deputy Director to begin the process of abandoning a portion of Smelter Street from Coplan to Silicate between blocks 16 and 17 as shown on the Plat of Arlington Heights, Gila County Recorded Map 31.

Suggested Motion

Information/Discussion/Action to direct staff to begin the process to abandon a portion of Smelter Street from Coplan to Silicate between blocks 16 and 17 as shown on the Plat of Arlington Heights, Gila County Recorded Map 31. **(Steve Sanders)**

ARF-715 **Regular Agenda Item Item #: 2- P**

Regular BOS Meeting

Date: 08/15/2011

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Steve Sanders, Public Works Division

Department: Public Works Division Division: Engineering

Presenter's Name: Steve Sanders

Information

Request/Subject

Upper Pinal Creek Road Vacation of Right-of-Way

Background Information

The current Gila County policy on the abandonment of roadways in Gila County lets staff initiate abandonment proceedings with approval from the Board of Supervisors. This request is to begin the process to abandon a portion of Upper Pinal Creek Road as shown on Gila County Record of Survey Map 3841A-C.

In 2010, Gila County acquired a right of way to Upper Pinal Creek Road from various individuals along the road and from the City of Globe. Shortly after the acquisition, a septic holding tank was found by County staff within the portion of the right-of-way acquired from the City of Globe.

Evaluation

County staff contacted the adjacent land owner of the holding tank to find out some history about this tank. It was discovered that this tank and its features were inadvertently placed on the City of Globe's property at some point in the past. This septic system serves several rental units located on parcel number 205-20-016G. In discussion with said land owner, it was agreed by both parties that it would be not feasible to relocate the septic system. The option of abandoning this portion of the right-of-way was discussed and determined to be the best solution for all parties involved. Said land owner agreed to hire a contractor to locate the limits of the holding tank and lines within the new right-of-way. This location revealed that a portion of the lines installed were not only adjacent to said land owners property but also the neighboring parcel (205-20-016B). The owner of the neighboring parcel was contacted and informed of the situation. This land owner was agreeable to acquiring the new right-of-way adjacent to his property and then quit claiming this back to the owner of the septic holding tank.

Conclusion

In conclusion, it would be in the best interest of all parties involved to allow the portion of Upper Pinal Creek road that contains the septic holding tank and lines to be abandoned. This will relieve the County of the burden of having this septic system within the right of way and allow the owner of the septic system the opportunity to have the whole system on property that he legally owns.

Recommendation

It is the recommendation of the Public Works Division Deputy Director that the County abandon the portion of Upper Pinal Creek Road where the septic holding tank and associated features reside.

Suggested Motion

Information/Discussion/Action to direct staff to begin the process to abandon a portion of Upper Pinal Creek Road as shown on Gila County Record of Survey Map 3841A-C. **(Steve Sanders)**

ARF-734 **Consent Agenda Item Item #: 3- A**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	David Caddell, GEST Program Manager	Submitted By:	David Caddell, Community Services Division
Department:	Community Services Division	Division:	GEST Program
Fiscal Year:	2010 to 2014	Budgeted?:	Yes
Contract Dates Begin & End:	11/17/2009 to 9/30/2014		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	Replacement
Presenter's Name:			

Information

Request/Subject

Amendment No. 1 to Contract No. DE106003-008 with Arizona Department of Economic Security, Rehabilitation Services Administration

Background Information

Due to changes in G.E.S.T. staffing, this amendment will replace the current Attachment 1, RSA Fee Schedule Application with the revised Attachment 1, RSA Fee Schedule Application dated June 23, 2011 to Contract No. DE106003-008 (Rehabilitations Instructional Services).

Evaluation

This amendment updates the locations and changes to G.E.S.T. staff, Pursuant to the Uniform Terms and Conditions, section 5,"Contract Changes," Paragraph 5.1 with contract DE106003-008 (Rehabilitations Instructional Services).

Conclusion

This amendment will replace the current Attachment 1, RSA Fee Schedule Application with the revised Attachment 1. RSA Fee Schedule Application dated June 23, 2011, to Contract No. DE106003-008 (Rehabilitations Instructional Services).

Recommendation

The G.E.S.T. Program Manager recommends Board approval on Amendment 1 to Contract No. DE106003-008 (Rehabilitations Instructional Services) which will replace the current Attachment 1, RSA Fee Schedule Application with the revised Attachment 1, RSA Fee Schedule Application dated June 23, 2011.

Suggested Motion

Approval of Amendment No. 1 to Contract No. DE106003-008 between Gila County d/b/a Gila Employment and Special Training Program, and the Arizona Department of Economic Security, Rehabilitation Services Administration, to replace the current Attachment 1, RSA Fee Schedule, with the revised Attachment 1, RSA Fee Schedule Application dated June 23, 2011.

Attachments

Link: Amendment No. 1 to Contract No. DE106003-008

Link: Original Contract No. DE106003-008

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Janice K. Brewer
Governor

Clarence H. Carter
Director

David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs
GILA COUNTY dba Gila Employment and Special Training
5515 S Apache St, Ste 200
Globe, AZ 85501

July 13, 2011

RE: Contract DE106003-008

Dear Mr. Caddell,

Enclosed are two (2) copies of amendment to your contract DE106003-008 with the Department of Economic Security, Rehabilitation Services Administration. Please complete and have the RIGHT side of the amendment form signed and dated, agreeing to the terms.

In order to proceed with the modification to your contract, mail both copies of the Amendment within five (5) business days of receiving this letter to:

DES / RSA Contracts Unit Manager
PO Box 6123 Site Code 930A
Phoenix, AZ 85005-6123

Sincerely,

Vanja Pasalic
RSA Contracts Unit Manager

Service Summary: Disability Related Skills Training - Rehabilitation Instructional Services (Various Disabilities)
Enclosure
cc: Contract File

1789 West Jefferson Street, 2nd Fl NW, SC 930A, Phoenix, AZ 85007-3202
(602) 542-3332 • FAX (602) 542-3705

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)	2. CONTRACT ID NUMBER
GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200 Globe, AZ 85501	DE106003-008
	3. AMENDMENT NUMBER 1

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the UNIFORM TERMS AND CONDITIONS, Section 5, "Contract Changes," Paragraph 5 1, "Amendments," replace the current Attachment 1, RSA Fee Schedule Application with the revised Attachment 1 dated June 23, 2011.

5. **In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.**

   In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED 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 LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	8. NAME OF CONTRACTOR GILA COUNTY
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Michael A. Pastor
TITLE **Contract Administration Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE	DATE

David Fletcher
Director

Gila County Community Services Division

"A Community Action Agency"

5515 S. Apache Ave. suite 200, Globe, AZ 85501
(928) 402- 8650

"Improving the Quality of Life for all Residents, one life at a time"

Amendment number 1 to contract DE106003-008 (Rehabilitation Instructional Services) between Gila County, dba Gila Employment and Special Training and Department of Economic Security, (DES) Rehabilitation Services Administration (RSA), to replace the current Attachment 1, RSA Fee Schedule Application with the revised Attachment 1 dated June 23, 2011.

Gila County Board of Supervisors

_____
Michael A. Pastor, Chairman

Attest:

_____
Marian Sheppard, Chief Deputy Clerk

Approved as to form:

_____
Bryan B. Chambers,
Chief Deputy County Attorney

Attachment 1

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION
June 23, 2011

1. PROVIDER INFORMATION

Legal Business Name Gila County		
Doing Business As Gila Employment and Special Training		Tax Identification Number 86-6000444
Mailing Address(City State Zip Code) 5515 South Apache Ave. Suite 200 Globe, AZ 85501		
Remit To/ Billing Address (City State Zip Code), if different than mailing address		
Contact Name and Title **David B. Caddell, Program Manager**		
Phone Number 928-402-8664	Fax Number 928-425-9468	E-mail dcaddell@co.gila.az.us
Video Phone	Website http://www.gilacountyaz.gov/index.html	TTY Number 7-1-1
Name and Title of Authorized Signatory: Michale A. Pastor, Chairman, Gila County Board of Supervisors		

2. SERVICE INFORMATION

Do you provide this service in any language (s) other than English? Yes ☒ No ☐ If yes, check all boxes that apply: ☒ Spanish ☒ Sign Language ☐ Other (specify)

Check service type you propose to provide:

☒ Orientation and Adjustment to Disability
☒ Independent Living Skills Development
☒ Orientation and Mobility Training

3. QUALIFICATIONS *List all your licenses applicable for the services listed above*

License/certificate type and number	Date Issued	Expiration Date	Issuing agency
1.			
2.			

Professional Sanctions: Disclose information about any current or past (within last five years) legal actions, sanctions, or debarments for which you were involved. Use supplemental sheet to summarize the issue if needed.

Attachment 1

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION
June 23, 2011

4. FACILITY LOCATION AND STAFFING CHART

Indicate geographic areas in which you provide services

☐ Statewide	☐ Apache	☐ Cochise	☐ Coconino	☒ Gila	☐ Graham	☐ Greenlee	☐ La Paz
☐ Navajo	☐ Maricopa	☐ Mohave	☐ Pima	☐ Pinal	☐ Santa Cruz	☐ Yavapai	☐ Yuma

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City, State Zip Code, County) 5515 South Apache Ave., Suite 200, Globe, AZ 85501 Gila County		
Telephone Number (928) 402-8664	Fax Number (928) 425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except Holidays		

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor	Years of experience	License /certificate Number
David B. Caddell	S☐ E☒	17	
Phillis Weaver	S☐ E☒	17	
Helene Lopez	S☐ E☒	20	
Doris Root	S☐ E☒	5	
Carol Tanner	S☐ E☒	2	
Yvette Warden	S☐ E☒	10	
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		

The facility(s) listed above will not be open on those holidays marked below:

☒ New Year's Day
☒ President's Day
☒ Memorial Day
☐ Rosh Hashanah
☒ Veterans' Day
☐ Other: _____

☒ Martin Luther King Jr.'s Birthday
☐ Washington's Birthday
☒ Independence Day
☐ Yom Kippur
☒ Thanksgiving Day
☒ _____

☐ Good Friday
☒ Labor Day
☐ Columbus Day
☒ Christmas Day

Attachment 1

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION
June 23, 2011

4. FACILITY LOCATION AND STAFFING CHART

Indicate geographic areas in which you provide services

☐ Statewide	☐ Apache	☐ Cochise	☐ Coconino	☒ Gila	☐ Graham	☐ Greenlee	☐ La Paz
☐ Navajo	☐ Maricopa	☐ Mohave	☐ Pima	☐ Pinal	☐ Santa Cruz	☐ Yavapai	☐ Yuma

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City, State Zip Code, County) 107 South Frontier Street Suite C Payson, AZ 85541 Gila		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except Holidays		

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor	Years of experience	License /certificate Number
Leona Bowman	S☐ E☒	17	
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		

The facility(s) listed above will not be open on those holidays marked below:

☒ New Year's Day
☒ President's Day
☒ Memorial Day
☐ Rosh Hashanah
☒ Veterans' Day
☐ Other: _____

☒ Martin Luther King Jr.'s Birthday
☐ Washington's Birthday
☒ Independence Day
☐ Yom Kippur
☒ Thanksgiving Day
☒ _____

☐ Good Friday
☒ Labor Day
☐ Columbus Day
☒ Christmas Day

Attachment 1

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION
June 23, 2011

INSTRUCTIONS

Legal Business Name: This is the name and address that is reported to the Internal Revenue Service (IRS) for tax reporting purposes). If business is a medical, dental, psychological services group, indicate the name of the individual for whom the Application applies.

Contact Person. The name, title, telephone number and e-mail address of the authorized person(s) who should be contacted to answer questions regarding this Application.

Doing Business As. The "doing business as" (DBA) name may be different from the legal business name reported above. The "doing business as" name is the name the supplier is generally known by to the public.

Tax Identification Number. The Tax Identification Number issued by the IRS for the provider completing this form. This is the number issued by the IRS and used to report tax information to the IRS. If a sole proprietor, Social Security Number may be used.

Qualifications Information. The name(s) of all licenses that you have that allows you to operate the business or provide services for which you applied. List organizations that have accredited your company, or from which you have applied for accreditation; Indicate specific area (s) in which you are accredited. A copy of all licenses, certifications or accreditations shall be submitted along with the Application.

Sanctions - Disclose information about any current or past (within last five years) legal actions, sanctions, or debarments for which you were involved. Sanctions would include, but are not limited to, debarment from any Federal program or state programs. This includes any actions taken against any member of the board of directors, chief corporate officers, high-level employees, affiliated companies, network members or subcontractors. Provide additional information regarding any previous or current sanctions.

Facility Location and Staffing Chart
Indicate all physical addresses where you provide services. Post office boxes and drop boxes are not acceptable for physical addresses. The physical address(s) must be the actual address(s) where you conduct business with customers. Address(s) must be the address(s) where customers can contact you directly. Please use only postal abbreviations. Zip code and telephone number (with area code) must be included. Providers with multiple locations: Facility Location Chart must be completed for each location.

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Janice K. Brewer
Governor

Neal Young
Director

November 19, 2009

David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs
GILA COUNTY
dba Gila Employment & Special Training
5515 S Apache St, Ste 200
Globe, AZ 85501

RE: Contract DE106003-008

Dear Mr. Caddell,

Enclosed is a fully executed copy of Contract ID # DE106003-008 for your files. If there are any questions regarding this contract, please contact me.

Sincerely

Vanja Pasalic, Contracts Unit Manager

cc: contract file

PO Box 6123 Phoenix, AZ 85005-6123
(602) 542-3332 • FAX (602) 542-3778

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Contract between the Department of Economic Security (the "Department") and GILA COUNTY dba Gila Employment & Special Training (the "Contractor").

WHEREAS the Contractor is:

[X] a Non-profit Organization as defined in Office of Management and Budget (OMB) Circular A-122;
[ ] a For-profit Organization; and

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S. §41-1954;

THEREFORE the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

Contract Term: This contract shall be effective on the date of last signature, and shall terminate on September 30, 2014.

In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

Procurement Manager Signature

Cathie G. Rodman
Typed Name

Direct Client Services
Title

11-17-09
Date

DE106003-008
DES Contract I.D. No.

FOR AND ON BEHALF OF THE CONTRACTOR:

Signature of Authorized Individual

Shirley L. Dawson
Typed Name

Chairman, Gila County Bd of Supervisors
Title

9/15/2009 BRW
Date

Contractor FEI Number: 86-6000444
Contractor Mailing Address:

5515 S Apache St, Ste 200
Globe, AZ 85501

Contact Name: David Caddell
Title: Divisional Pgm Mgr, Ofc of Community Svcs
Phone Number: (928) 425-7631
Fax Number: (928) 423-9468
E-Mail Address: dcaddell@co.gila.az.us

Approved as to form: _____
for Gila County Attorney

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

1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3 "*Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4 *"Contractor"* means any person who has a Contract with the State.

1.5 *"Days"* means calendar days unless otherwise specified.

1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2 **Contract Interpretation**

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform

Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;
2.3.2 Uniform Terms and Conditions;
2.3.3 Statement or Scope of Work;
2.3.4 Specifications;
2.3.5 Attachments;
2.3.6 Exhibits;
2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

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

3 Contract administration and operation.

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 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.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created 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 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;
4.5.2 Cancel the Contract
4.5.3 Cancel the contract and re-solicit the requirements.

5. Contract changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not

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

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

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

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

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

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

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor

warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 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 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

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

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or

pursue any other right or remedy available to it.

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

9 Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best 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.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration

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

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Professional Services/Auto/Children-Disabled/RSA Fee Schdule

1.0 **Definition of Terms.** 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 **"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 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:

2.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507), 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, must have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133). As outlined in A-133 the audit Reporting Package should 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.

2.2 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.

2.3 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.

2.4 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.

2.5 Audits of non-profit corporations 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.

3.0 **Availability of Funds.**

3.1 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.

4.0 **Background Checks for Employment through the Central Registry:** If providing direct services to children or vulnerable adults, the following shall apply:

4.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

4.2 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.

4.3. 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.

4.4 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.

4.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

5.0 Certification of Cost or Pricing Data.

5.1 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.

6.0 Certification Regarding Lobbying.

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

7.0 Competitive Bidding.

7.1 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.

8.0 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:

8.1. 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 the State.

8.2 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.

8.3 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.

8.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) and 29 C.F.R. Part 93 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.

8.5 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.

9.0 Confidentiality.

9.1 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.

10.0 Contract Term and Option to Extend.

10.1 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.

10.2 The State 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 the State.

10.3 The State shall have the unilateral right to extend the contract period for four (4) additional one-year periods or portions thereof for a total contract term not to exceed five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract.

10.4 Any extension or renewal must be made prior to the end of the contract period specified in this contract.

10.5 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).

11.0 Cooperation.

11.1 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).

12.0 Equipment.

12.1 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 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.

12.2 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.

12.3 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.

12.4 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.

12.5 Under a fixed price contract, Section 12.1 through 12.4 do not apply unless specifically required by federal or state law.

13.0 Evaluation.

13.1 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.

14.0 E-Verify.

14.1 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. (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.")

14.2 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.

14.3 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.

14.4 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 14.1.

15.0 Fair Hearings and Service Recipients' Grievances.

15.1 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 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.

15.2 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.

16.0 Federal Immigration and Nationality Act.

16.1 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.

16.2 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.

17.0 Fees and Program Income.

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

18.0 Fingerprinting.

18.1 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:

18.1.1 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.

18.1.2 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.

18.1.3 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.

18.1.4 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).

18.1.5 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.

18.1.6 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).

19.0 Inclusive Contractor:

19.1 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.

20.0 Indemnification and Insurance.

20.1 **Indemnification Clause:**

20.2.1 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.*

20.2 **Insurance Requirements:**

20.2.1 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.

20.2.2 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. **Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

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

a. The policy shall be endorsed to **include 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

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

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

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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. **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.

E. **Verification Of Coverage:** 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. The Contractor shall retain all certificates and endorsements at its office which shall be available to the Department for review upon request.

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

G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management 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 19.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 20.2.2(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 20.2.2(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 20.0 above.

21.0 Levels of Service.

21.1 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.

21.2 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.

21.3 Any administration within the Department may obtain services under this contract.

21.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

21.5 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.

21.6 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.

22.0 Monitoring.

22.1 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.

23.0 Non-Discrimination. In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:

23.1 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.

23.2. 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.

23.3 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.

23.4 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)***"

24.0 **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

24.1 All notices shall reference the contract number.

24.2 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 address of business office;
2. Change of telephone number;
3. Changes in the name and/or address of the person to whom notices are to be sent;
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; or
5. 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.

25.0 **Offshore Performance of Work Prohibited.**

25.1 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.

26.0 **Order of Precedence.**

26.1 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.

27.0 Pandemic Contractual Performance

27.1 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:
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.

27.2 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 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).

28.0 Payments. In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

28.1 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.

28.2 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.

28.3 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.

28.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the:
1. The units authorized as stated in section 28.1; 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.

28.5 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.

29.0 Payment Recoupment.

29.1 The Contractor shall reimburse 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.

30.0 Personnel.

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

31.0 Predecessor and Successor Contracts.

31.1 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.

32.0 Professional Standards.

32.1 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.

33.0 Rate Increase.

33.1 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.

33.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

34.0. Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

34.1 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;
2. 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.

34.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

34.3 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 paragraph 36.0 below or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

34.3.1 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.

34.3.2 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.

35.0 Relationship of Parties.

35.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply: 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.

36.0 Reporting Requirements.

36.1 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.

36.2 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.

36.3 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.

36.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

37.0 Responsibility for Payments Indemnification.

37.1 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.

38.0 Subcontracts. In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

38.1 The Contractor shall provide copies of subcontracts relating to the provision of contract services to the Department upon request.

39.0 Substantial Interest Disclosure.

39.1 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.

39.2 Leases or rental agreements or purchase of real property which would be covered by Section 39.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

39.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502.

40.0 Supporting Documents and Information.

40.1 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.

41.0 Suspension or Debarment .

41.1 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 (See Attachments).

42.0 Technical Assistance.

42.1 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.

43.0 Termination for Any Reason.

43.1 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.

43.2 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. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.

43.3 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.

44.0 Termination for Default. In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:

44.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

45.0. Transfer of Knowledge.

45.1 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.

46.0 Transition of Activities.

46.1 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.

47.0 Unallowable Costs.

47.1 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 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 Department funds.

47.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

47.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.

47.2.2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

47.2.3 OMB Circular A-21 for educational institutions.

47.2.4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

48.0 Visitation, Inspection and Copying.

48.1 Contractor's 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.

49.0 Warranty of Services.

49.1 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.

50.0 Data Sharing Agreement.

50.1 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.

SCOPE OF WORK
Rehabilitation Instructional Services
for individuals with various disabilities

1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self sufficiency of children, adults, and families.

1.3 The Arizona Rehabilitation Services Administration (RSA) Mission for the Vocational Rehabilitation (VR) Program: To assist individuals with disabilities to achieve economic self-sufficiency through meaningful and sustained employment.

1.4 RSA Mission for the Independent Living (IL) Program: To work with individuals with severe disabilities to achieve increased independence through the provision of individually planned rehabilitation services.

2.0 PURPOSE

2.1 The purpose of this contract is to purchase Rehabilitation Instructional Services for individuals with various disabilities who are RSA clients.

2.1.1 RSA clients who are deaf, hard of hearing, blind, visually impaired, or those who have combined vision and hearing loss are served under separate RSA contracts.

2.2 RSA intends to increase opportunities for its clients to receive "one-stop" service delivery in a coordinated, efficient manner that will allow completion of their independent living and/or vocational goals as quickly as possible without reducing quality of services.

2.3 Legal Authority: A.R.S. §41-1954(A)(6) provides the Department the authority to enter into contracts and incur obligations within the general scope of its activities and operations subject to the availability of funds. RSA is authorized to provide this service under the Rehabilitation Act of 1973, as amended (29 U.S.C. 723(a) Vocational Rehabilitation Services and 29 U.S.C 796 e -2(1) Independent Living Services), A.R.S. §23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration). RSA is authorized to purchase this service through the RSA Fee Schedule in accordance with Arizona Revised Statute 41-1954 H. 6.

2.4 Projected Utilization. It is the intent of ADES/RSA to ensure the service provision throughout the State of Arizona. There is no guarantee of the number of service units authorized.

3.0 SERVICE DESCRIPTION

3.1 Arizona Taxonomy. Rehabilitation Instructional Services provide training in community living skills and activates directed toward personal and social adjustment.

3.2 Rehabilitation Instructional Services include a variety of instructional and rehabilitative services to assist RSA clients in achieving their individualized vocational and/or independent living goals and functioning more independently in the work place, the home and in the community. These services may be provided in either an individual or a group setting.

3.3 For the purpose of this contract, Rehabilitation Instructional Services include:

3.3.1 Orientation and Adjustment to Disability services,

3.3.2 Orientation and Mobility Training services, and

3.3.3 Independent Living Skills Development services.

3.4 These services are not intended to:

3.4.1 Provide job development and placement assistance;
3.4.2 Assess the client's vocational skills or conduct a situational assessment;
3.4.3 Teach specific vocational skills;
3.4.4 Provide therapeutic or other counseling interventions to address significant behavioral; or psychological issues.

3.5 The Contractor may provide **any or all** of the services listed in Section 3.3 above as indicated on the RSA Fee Schedule Application (Attachment 1).

3.6 Orientation and Adjustment to Disability services include a comprehensive and integrated set of instructions, mentoring and other services designed to provide individuals with disabilities with confidence, interpersonal and disability-specific skills, and a positive attitude toward disability that is needed for their achievement of competitive employment, community integration, and/or independence. It is anticipated that the provision of these services will assist individuals in adjusting to living and working with a disability, enhancing the likelihood of achieving long-term success in employment and independent living. These services may include, but are not limited to, the following:

1. Addressing various aspects of the client's disability and the impact of the disability on independent living and work;
2. Development of adequate social functioning in clients who are experiencing personal and interpersonal problems, whether pertaining to temporary situational stress or a disabling condition;
3. Guidance in social functioning and development of personal and social skills which can help a client cope more effectively with disability and/or life situations and their stresses;
4. Assistance in developing self-help skills through the client's own self-directed adjustment to and acceptance of their disability (ies), increased self-confidence, increased independence and independent problem solving, changed attitudes, broadened perspectives of available alternatives, increased communication skills, examination of goals and values, etc.
5. Training and support in self-advocacy to encourage clients to advocate for themselves in order to obtain the services and personal rights. Assistance may take the form of training in specific skills, providing encouragement and motivation to those needing it, or providing information and resources to clients;
6. Guidance and assistance in developing natural supports in the community;
7. Instruction in personal habits, responsibility and productive decision making;
8. Referral to and instruction in utilization of disability–related services available in the community (e.g., Arizona Long Term Care, Arizona Health Care Containment Cost System, Arizona Department of Behavioral Health Services, etc.).

3.7 Orientation and Mobility Training services empower a client to safely navigate through one or more identified environments. These services may include, but are not limited to, the following:

1. Safe transfer and travel techniques;
2. Instruction in how to follow directions in order to reach a specific location;
3. Safe navigation of streets techniques;
4. Communication skills and strategies for contact with the public;
5. Use of public transportation and knowledge of routes and stops;
6. Use of the telephone for information and emergency procedures.

3.8 Independent Living Skills Development services include practical life skills education, guidance, or training in the activities of daily living. These services may include, but are not limited to, instruction in:

1. Personal appearance, hygiene and grooming;
2. Learning to organize and dress for school or work (selection of appropriate attire);
3. Personal safety;
4. Personal management of medication(s);
5. Use of simple (low-technology) adaptive aids and devices;
6. Appropriate use of personal care attendants;

7. Appropriate interpersonal skills necessary for successful integration into the community;
8. Financial planning, money management and budgeting, etc.
9. Meal planning and nutrition, etc.

3.9 Background Information

3.9.1 The Rehabilitation Service Administration is the administration within ADES that provides Vocational Rehabilitation (VR) services and Independent Living (IL) services to individuals with various disabilities.

3.9.2 Through the provision of VR services, RSA assists individuals in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently in their homes and in the community.

3.9.3 Individuals with disabilities need additional assistance from community providers, who are specialized in serving various disability populations in the areas of orientation and mobility, independent living skills development, or adjustment to disability services.

4.0 SERVICE REQUIREMENTS. The Contractor shall:

4.1 Ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

4.2 Have a competency-based curriculum that contains a series of skills or competencies to be developed for each type of service that the Contractor proposed to provide as stated in RSA Fee Schedule Application (Attachment 1). The Contractor shall provide the curriculum on request of RSA Counselors and RSA clients. The curriculum shall at minimum include the following:

1. Service objectives/overall service plan;
2. The skills and knowledge to be acquired in the program;
3. The timetable to be followed when acquiring the skills and knowledge including the length of the daily hours of training/instructions and the duration of the entire program expressed in a form of the number of clock hours in which the program is expected to be accomplished.

4.3 Provide services as follows:

4.3.1 Schedule a Service Planning Meeting with the VR counselor and the VR client within ten (10) business days upon receipt of the RSA *Referral for Services* form and a written RSA purchase authorization. Verbal authorizations are not allowed. The purposes of the meeting are to:

1. determine whether the client and the Contractor choose to work together as a team;
2. discuss the client's service needs and determine appropriate services to be provided that will lead towards achievement of the client's independent living and/or vocational goal;
3. develop jointly with the client and the VR counselor the *Client Service Plan* (Exhibit 1) upon which the provision of services shall be based. The Plan shall include clear, measurable objectives and specific time frames for the client to achieve the objectives;
4. specify roles and responsibilities of the client and the Contractor, estimated number of service hours, and cost and timelines for the achievement of the service objectives.

4.3.2 Initiate service provision within ten (10) business days after receipt of written authorization for services and provide services specified in the *Client Service Plan as follows:*

4.3.3 Provide tools, materials and techniques necessary to complete the service plan.

4.3.4 Utilize modified equipment, fixtures, material or any other aids deemed necessary in order to meet the physical, mental or sensory needs of the client.

4.3.5 Use appropriate instructional techniques and resources in respect to cultural, gender, and lifestyle differences.

4.3.6 Monitor the client's progress and provide ongoing support/feedback to help the client understand his/her strengths and limitations, and encourage the client to improve his/her skills and behaviors.

.3.7 Continually evaluate the progress of the client, revise the service plan as needed and notify the RSA counselor about any revisions of the *Client Service Plan* (Exhibit 1) within two business days.

4.3.8 Notify the RSA Counselor verbally within one business day if the client is encountering serious difficulties and problems that interfere with successful completion of the agreed-upon objective(s).

..3.8.1 Ensure that a new authorization has been received from the RSA Counselor prior to making any changes in the level of service provided, including an increase or decrease in the number of units of service and/or a change in the setting.

4.3.9 Schedule regular monthly meetings with the RSA Counselor and the client either via phone or in person if the service provision is projected to last four weeks or longer.

5.0 QUALIFICATION REQUIREMENTS. The Contractor shall ensure that:

5.1 Personnel who oversee the services provided under this contract and prepare progress reports meet the following minimum requirements:

1. A Master's Degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of one year of full time employment working with individuals with disabilities; or
2. A Bachelor's degree in a related field (e.g. Rehabilitation Counseling, Deaf Studies, Psychology, Sociology, Education, etc.) and documentation of two years full time employment in working with individuals with disabilities; or
3. A high school diploma or GED and documentation of five (5) years of experience directly working with individuals with disabilities, preferably involved in the provision of vocational rehabilitation services.

5.2 Personnel who do not have the above qualifications, but who provide direct services under this contract shall have a high school diploma or G.E.D and one (1) year of documented experience (preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services). These individuals may be utilized as follows:

1. On a limited basis and when assigned tasks that would be considered preliminary or less technical in nature, and
2. Under the direction and supervision of staff member who meets the criteria in 5.1 above.

5.3 Personnel providing direct client services shall:

5.3.1 Be able to communicate, either directly or through the assistance of professional interpreters, in the native language of clients who have limited speaking ability, and to use all other appropriate and effective modes of communications used by clients.

5.3.2 Meet the variety of needs of RSA clients, including clients with intensive behavioral, physical, and medical challenges.

6.0 ADMINISTRATIVE REQUIREMENTS. The Contractor shall:

6.1 Establish and maintain books and records related to services and expenditures for all clients who received services under this contract. The records shall be retained for a period of six (6) years after termination of the contract or six (6) years after termination of service to the client, whichever is later.

6.2 Ensure that client case records include the RSA Referral for Services, RSA authorization letter(s), the Client Service Plan, Monthly Progress Reports, annual evaluation report, records of services provision, date(s) of follow-up meetings(s) with the RSA counselor, notes from meetings, personnel time log of service provision, client's attendance logs, and client's satisfaction surveys.

6.3 Ensure that its personnel records include:

1. Copies of all licenses and/or certifications,
2. A current organizational chart that outlines the functional structure of the organization, including all program areas and staff positions, and
3. Current written job descriptions, which include minimum qualifications for training and experience, for each position that shall be utilized in the provision of a service under the

contract, and current résumés/applications for each person who will provide direct client services.

.4 Maintain a quality management plan in order to continuously monitor the delivery of services and to ensure that the service provision meets the client's objectives.

6.4.1 Have the management plan on file and make the plan available to RSA contract monitors upon request. The management plan shall contain elements that address the following:

1. Incident management, corrective action and preventions;
2. Complaints and grievances;
3. Monitoring and evaluation the service provision (i.e., measurement of outcomes as it relates to the client's objectives) and the improvement of the quality of services;
4. Routine monitoring of its personnel and subcontractors to ensure the effectiveness of the relationship between the client and direct service personnel; and
5. Soliciting input from clients to evaluate the effectiveness of the service provision by developing a client satisfaction survey and providing a copy of the survey to all clients upon the client's completion of the services for them to complete and sign. The Survey shall measure client satisfaction with services provided, goals obtained, and staff interaction, and their role in decision making process. The results of the client's satisfaction survey shall be kept in the client's case file.

6.5 Adhere to the Contractor Code of Conduct (Exhibit 2).

6.6 Adhere to the requirements of the Rehabilitation Act and its implementing regulations 34 CFR 361.51 Standards for facilities and providers of services. http://www.access.gpo.gov/nara/cfr/waisidx_02/34cfr361_02.html

6.7 Adhere to Client Transportation Requirements (Exhibit 3), if a client is being transported by the Contractor during the service provision.

7.0 CONTRACTOR PERFORMANCE EVALUATION

7.1 SERVICE OUTCOMES. Expected outcome for these services is a client's development of those skills identified in the Client's Service Plan necessary for successful in employment, post secondary education/skill training or independent living.

7.2 PERFORMANCE STANDARDS. The Contractor shall meet the following performance standards during the contract year:

7.2.1 Performance Standard #1- Acceptance Rate: at a minimum, 90% of the RSA clients referred for services shall be accepted by the Contractor.

7.2.2 Performance Standard # 2- Successful Completion Rate: at a minimum, 80% of clients who were accepted by the Contractor shall successfully complete the objectives outlined in the Client Service Plan.

7.3 EVALUATION. RSA will conduct ongoing evaluation of the Contractor's performance in achieving the minimum acceptable service standards through the Contractor's monthly and quarterly reports and RSA data available through the RSA Database. The results of the evaluation will be shared with RSA Counselors as part of informed choice in selecting the services among available Contractors for these services.

8.0 NOTICES

8.1 The Contractor shall address all notices relative to this contract to the attention of: RSA Contracts Unit Manager PO BOX 6123 Site Code 930A, Phoenix, Arizona 85005-6123.

8.2 The Contractor shall submit all correspondence regarding individual service requests and payment to the requesting ADES staff.

9.0 PAYMENT UNIT

9.1 Payment shall not exceed the RSA fee (s) listed in the RSA Fee Schedule. The fees indicate the maximum payment rates.

9.2 The fees are all inclusive which means they include the Contractor's staff time, administrative cost, research, report preparation, travel time and mileage, time lost due to client missed appointment ("no shows") and other cost associated with the service provision. RSA will not pay for these costs separately.

9.3 The SERVICE UNIT is one hour or sixty (60) minutes of the Contractor's time spent providing services.

9.4 The RSA Fee Schedule is based on the service setting and travel requirements for the service provision.

9.4.1 Individual Setting means actual time spent providing services to one client.

9.4.2 Group Setting means actual time spent providing services to a client who is in attendance in a group of two (2) to six (6) clients.

9.4.3 Facility Based Service Provision means that services are provided at the Contractor's business location or facility location.

9.4.4 Local Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is less than 35 miles.

9.4.5 Distant Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is more than 35 miles and less than 60 miles.

9.4.6 Long Distance Itinerant Service Provision means that the Contractor's round trip from the Contractor's business location to the site of service provision is more than 60 miles.

9.5 Payment will be made by the Department upon receipt and acceptance of required reporting documents stated below.

9.6 The Contractor shall bill RSA only for the number of hours that have been provided up to the number of service units authorized by the VR Counselor. The number of service units authorized by the VR Counselor is based on the individual client's needs as discussed and agreed among the VR Counselor, the client and the Contractor prior to authorizing services.

10.0 REPORTING REQUIREMENTS

10.1 Program Reports. The Contractor shall submit:

1. Monthly Progress Reports (Exhibit 4) within fifteen (15) days following the month in which services were delivered to the referring RSA Counselor;
2. Quarterly Reports (Exhibit 5) within thirty (30) days following the end of each quarter to a designated District Contract Specialist and the RSA Contracts Unit Manager; PO BOX 6123 Site Code 930A; Phoenix, AZ 85005.

10.2 Finance Reports. The Contractor shall submit a Contractor Billing Form (Exhibit 6) to the designated RSA billing office within fifteen (15) days following the end of each service month. If a Contractor Billing Form is improperly submitted or contains an error, RSA staff will notify the Contractor in writing following receipt of the form.

10.2.1 Billable hours include time spent:

1. With the client face-to-face or using other communication methods (e.g. phone calls) provided that service provision lasted longer than 15 minutes.
2. With a community agency representative(related to access to community services) face to face or by phone calls to resolve issues raised by the client or other party provided that service provision lasted (15) minutes or longer.
3. With an RSA Counselor face-to-face or by phone calls to discuss specific issues pertaining to the client, provided that service provision lasted longer than 15 minutes.
4. With a group of two to six clients providing services.

10.2.2 Billing:

1. When billing for group setting, the number of hours spent should be divided by the number of clients who attended the group to determine a prorated billing amount per client. For example: If a group of five clients are provided two hours of services at an hourly fee of $100, the billing amount of $ 200 (2 hours multiplied by $ 100) would be divided by five (5) to establish the $40 per client ($200 divided by 5=$40 per client).
2. Routine follow up calls with the client, the RSA Counselor or any other party are <u>not</u> billable.
3. At the end of a reporting period, the total time spent with the client shall be rounded to the nearest quarter of an hour (15 minutes). Example: 22 hours and 15 minutes = 22.25 hours; 22 hours and 30 minutes = 22.5 hours; 22 hours and 45 minutes = 22.75 hours.

10.3 Other Reports: RSA reserves the right to request the Contractor to submit additional or revised reports related to the service provision.

RSA FEE SCHEDULE

SERVICE	FEE PER HOUR
Individual Facility Based	$ 50.00
Individual Local Itinerant	$ 56.00
Individual Distant Itinerant	$ 68.00
Individual Long Distance Itinerant	$ 76.00
Group Facility Based	$ 78.00
Group Local Itinerant	$ 86.00
Group Distant Itinerant	$ 106.00
Group Long Distance Itinerant	$ 114.00

Attachment 1

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION

1. PROVIDER INFORMATION

Legal Business Name Gila County, Division of Health and Community Services,		
Doing Business As Gila Employment and Special Training		Tax Identification Number 86-6000444
Mailing Address(City State Zip Code) 5515 South Apache Ave. Suite 200 Globe, AZ 85501		
Remit To/ Billing Address (City State Zip Code), if different than mailing address		
Contact Name and Title **David B. Caddell, GEST Program Manager**		
Phone Number 928-402-8664	Fax Number 928-425-9468	E-mail dcaddell@co.gila.az.us
Video Phone	Website http://www.gilacountyaz.gov	TTY Number 7-1-1
Name and Title of Authorized Signatory: Shirley L. Dawson, Chairman, Gila County Board of Supervisors		

2. SERVICE INFORMATION

Do you provide this service in any language (s) other than English? Yes ☐ No ☐ If yes, check all boxes that apply: ☒ Spanish ☐ Sign Language ☐ Other (specify)

Check service type you propose to provide:

☒ Orientation and Adjustment to Disability
☒ Independent Living Skills Development
☒ Orientation and Mobility Training

3. QUALIFICATIONS *List all your licenses applicable for the services listed above*

License/certificate type and number	Date Issued	Expiration Date	Issuing agency
1.			
2.			

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION

Professional Sanctions: Disclose information about any current or past (within last five years) legal actions, sanctions, or debarments for which you were involved. Use supplemental sheet to summarize the issue if needed.

None

Attachment 1

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION

4. FACILITY LOCATION AND STAFFING CHART

Indicate geographic areas in which you provide services

☐ Statewide	☐ Apache	☐ Cochise	☐ Coconino	☒ Gila	☐ Graham	☐ Greenlee	☐ La Paz
☐ Navajo	☐ Maricopa	☐ Mohave	☐ Pima	☐ Pinal	☐ Santa Cruz	☐ Yavapai	☐ Yuma

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City, State Zip Code, County) 5515 South Apache Ave. Suite 200 Globe, AZ 85501, Gila		
Telephone Number 928-425-7631	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except Legal Holidays.		

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor	Years of experience	License /certificate Number
David Caddell	S☐ E☒	14	
Catherine Levario	S☐ E☒	4	
Patricia Rocha	S☐ E☒	5	
Phillis Weaver	S☐ E☒	14	
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		
	S☐ E☐		

The facility(s) listed above will not be open on those holidays marked below:

☒ New Year's Day
☒ President's Day
☒ Memorial Day
☐ Rosh Hashanah
☒ Veterans' Day
☐ Other: _____

☒ Martin Luther King Jr.'s Birthday
☐ Washington's Birthday
☒ Independence Day
☐ Yom Kippur
☒ Thanksgiving Day
☐ _____

☐ Good Friday
☒ Labor Day
☒ Columbus Day
☒ Christmas Day

Arizona Department of Economic Security
Rehabilitation Services Administration

RSA FEE SCHEDULE APPLICATION

INSTRUCTIONS

Legal Business Name: This is the name and address that is reported to the Internal Revenue Service (IRS) for tax reporting purposes). If business is a medical, dental, psychological services group, indicate the name of the individual for whom the Application applies.

Contact Person. The name, title, telephone number and e-mail address of the authorized person(s) who should be contacted to answer questions regarding this Application.

Doing Business As. The "doing business as" (DBA) name may be different from the legal business name reported above. The "doing business as" name is the name the supplier is generally known by to the public.

Tax Identification Number. The Tax Identification Number issued by the IRS for the provider completing this form. This is the number issued by the IRS and used to report tax information to the IRS. If a sole proprietor, Social Security Number may be used.

Qualifications Information. The name(s) of all licenses that you have that allows you to operate the business or provide services for which you applied. List organizations that have accredited your company, or from which you have applied for accreditation; Indicate specific area (s) in which you are accredited. A copy of all licenses, certifications or accreditations shall be submitted along with the Application.

Sanctions - Disclose information about any current or past (within last five years) legal actions, sanctions, or debarments for which you were involved. Sanctions would include, but are not limited to, debarment from any Federal program or state programs. This includes any actions taken against any member of the board of directors, chief corporate officers, high-level employees, affiliated companies, network members or subcontractors. Provide additional information regarding any previous or current sanctions.

Facility Location and Staffing Chart
Indicate all physical addresses where you provide services. Post office boxes and drop boxes are not acceptable for physical addresses. The physical address(s) must be the actual address(s) where you conduct business with customers. Address(s) must be the address(s) where customers can contact you directly. Please use only postal abbreviations. Zip code and telephone number (with area code) must be included. Providers with multiple locations: Facility Location Chart must be completed for each location.

Exhibit 1

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration
SERVICE PLAN

GENERAL INFORMATION

Service type:
Client Name and RSA ID Number:
Referring RSA Counselor's name:
Date of meeting:
Contractor name , address and phone number
Contract Number:

CLIENT'S SERVICE NEEDS ASSESSMENT

Counselor's Referral question(s) or concerns:

Client's present or baseline level of skills; current concerns or service needs:

Other areas relevant to the service provision and client's accomplishment of service objectives:

Client's accommodation and assistive technology needs necessary for successful completion of the service objectives:

Attach a written assessment report to include recommendations for services

Exhibit 1

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration
SERVICE PLAN

CLIENT SERVICE OBJECTIVES

Each objective must be expressed in measurable terms and include a statement of expected service outcome.

Client Service Objective(s)	Expected Service Outcome(s)	Anticipated completion date

If applicable, client's attendance requirements necessary for successful completion of the stated objectives:
Number of days per week:
Number of hours per day:
Anticipated number of service units:

Client/Guardian Signature _____ Date: _____

Preparer's signature _____ Date: _____

Exhibit 2

Code of Conduct

The Contractor shall adhere to the following Code of Conduct:

1. The Contractor, its personnel, subcontractors and any other individuals on the Contractor's premises shall:
   a. Represent himself/herself accurately to RSA clients and shall not mislead the clients regarding the Contractor's relationship with ADES/RSA, or mislead the clients regarding the Contractor's skills, capabilities or credentials.
   b. Collaborate with RSA staff and other service providers (if applicable) in the best interest of the clients and, to the extent possible, avoid disagreements that might have adverse effects on the clients. When collaborating with other community agencies that serve the same client(s), abide by the decisions that were agreed upon by all of the involved parties and assist in implementing such decisions which are consistent with applicable laws, regulations, rules and policies.
   c. Ensure at all times that client information is used only for the purpose of fulfilling contractual responsibility and is not released to any other individual, agency, or organization. Confidential information and reports obtained, purchased, and paid for under this contract shall never be shared without the expressed permission from the RSA client and the RSA staff assigned to the client's case.
   d. Develop and maintain confidentiality policy statement and establish procedures that restrict access to confidential client records and information. This provision shall not be construed to limit the right of RSA staff or other authorized representative(s) to access client case records and information pertinent to the provision of the contracted service.
   e. Ensure that RSA clients are safeguarded and supervised by the Contractors' personnel assigned to provide the contracted service at all times when on the Contractor's premises.
   f. Always act in a professional manner, honor commitments, treat RSA clients with respect, dignity, and courtesy, and project a positive attitude.
   g. NEVER:
      i. Engage in any form of intimate and sexual activity with an RSA client.
      ii. Enter into any business partnership with an RSA client.
      iii. Employ authority or influence with RSA clients for the benefit of third parties, including the client's family or friends.
      iv. Exploit the client's trust in the Contractor or its personnel for any purpose.
      v. Accept any commission, rebates, or any other form of remuneration when serving RSA clients, except payment for service provided from RSA.

Exhibit 3

CLIENT TRANSPORTATION REQUIREMENTS

1.0 Transportation Requirements

1.1 The Contractor may provide transportation for the client, dependent(s) and/or care-givers for the purpose of the client's participation in service provision;

1.2 Transposition cost is the responsibility of the Contractor.

1.3 If the Contractor provides its own vehicular transportation of clients, their dependents and/or care-givers, or uses a private provider or volunteer-driven vehicles to transport clients, their dependents and/or care-givers, in addition to the requirements specified in A.C.C. R9-20-212 and 213, and all applicable Federal, State and local laws, rules and regulations, the following shall apply:

1.3.1 No client, dependent and/or care-giver shall be transported in portions of the vehicles not constructed for the purpose of transporting people, such as truck beds, campers, or any trailered attachment to a motor vehicle;

1.3.2 The Contractor's personnel shall assist the client, dependent(s) and/or care-giver(s) to enter and exit the vehicle as is necessary;

1.3.3 The Contractor shall ensure that all individuals are properly seated and seat belts are securely fastened by means of age- and weight-appropriate restraints when the vehicle is in operation;

1.3.3.1 Child safety restraint seats shall be used in accordance with ARS § 28-907.

1.3.4 Contractor's personnel and client, dependent(s) and/or care-giver(s) shall not stand or sit on the floor while the vehicle is in motion; Vehicle doors shall remain locked at all times when the vehicle is in motion;

1.3.5 The Contractor shall provide a safe vehicle loading and unloading area, away from moving traffic and hazardous obstructions;

1.3.6 Clients, dependents and/or care-givers with special mobility needs shall be provided transportation in a vehicle adapted to those needs.

1.3.6.1 Vehicles used to transport clients in wheelchairs shall be equipped with floor-mounted seat belts and wheelchair lock-downs for each wheelchair that it transports.

1.3.7 The Contractor shall report any traffic accident involving any client, dependent and/or care-giver being transported by the Contractor, its transport contractor or contractor personnel, volunteers, or interns utilizing personal vehicles;

1.3.7.1 The accident shall be verbally reported the same day of the occurrence to the referring ADES staff. A legible, written report of the accident shall be submitted within three (3) business days.

1.3.8 All vehicles used for this service shall have valid registration and license plates.

1.3.8.1 All vehicles used for this service shall have at least the minimum level of insurance required by the State of Arizona.

1.3.8.2 All vehicles used for this service shall be constructed for the safe transportation of persons. All seats shall be securely fastened to the body of the vehicle.

1.3.9 Individuals providing transportation shall be a minimum of eighteen (18) years of age and possess a valid Operator's License or Chauffeur's License.

1.3.9.1 The Contractor shall require verification of the driving record for any individual who will be providing transportation services to assure no revocation or suspension of his or her license within the last three (3) to five (5) years.

1.3.9.2 The Contractor shall provide an Identification Card to all persons providing transportation, whether paid or volunteer;

1.3.10 The Contractor shall escort all persons, under the age of 18 and without an adult in accompaniment, to their final destination and not leave them unattended.

1.3.11 Contractor may utilize public transportation services for transporting the client alone, depending upon the age and developmental ability of the client to utilize this service on his/her own.

1.3.11.1 Payment for the public transportation service is the responsibility of the Contractor. The referring ADES staff must be in agreement with the use of public transportation prior to this occurring.

Exhibit 4

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration

MONTHLY PROGRESS REPORT

Service Type:	Reporting period (insert month and year)
Client's name:	Client's RSA ID Number:
Contractor's Name and Address:	Contract Number:
Referring VR Counselor's Name:	
Number of service units authorized for this reporting period: Number of service units billed : Number of service units remaining:	

CLIENT'S PROGRESS UPDATE

Client progress in achieving service objectives and how the progress was measured:
Problems/issues that client is encountering (describe).
Concerns, recommendations, additional support provided (discuss).

Preparer's printed name _____

Preparer's signature _____ Date :_____

Exhibit 4

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration

MONTHLY PROGRESS REPORT

Client's RSA ID Number:
Contract Number:

SERVICE OBJECTIVES AND OUTCOMES
Each objective must be expressed in measurable term and statements. The following information is required for each service objective:

List each client's objective as specified in the *Client Service Plan*	Accomplished within anticipated time		Describe activities and services provided during this reporting period
	Yes	No	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	
	☐	☐	

Exhibit 5

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration
QUARTERLY REPORT

REPORTING QUARTER:
CONTRACT YEAR:

Contractor's Name:
Contract Number:
Service Type:

Number of clients referred:	Number of clients accepted:
Number of clients who completed services:	Number of clients who dropped out or case closed unsuccessfully:

1. Describe service program problems (e.g. decrease or no referrals from RSA, reduction in subcontract work available, staff turnover, etc.).

2. What actions are you taking to resolve these problems?

3. RSA CLIENT NEEDS/CONCERNS (describe the problems, if any, that RSA client are experiencing that RSA could address).

Preparer's signature and date: _____

Exhibit 5

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration
QUARTERLY REPORT

*This is a **cumulative, unduplicated report** of all clients served during the each calendar quarter.*

Contract Number:

Indicate a calendar quarter in which an event occurred (e.g. referred Q 1; accepted Q2, service provided Q2 and Q3, service completed Q4)

Client name	Referred	Accepted	Services provided	Drop out	Service Completed
John Doe	Q I	Q I	Q II	N/A	Q III

Exhibit 6

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Rehabilitation Services Administration

CONTRACTOR BILLING FORM

Date
Billing period (enter day, month and year)

Contractor's name, address and phone number
Contract Number
Contractor's FEI or SSN Number
RSA client's name

Service	RSA Authorization Number	Service Unit	Contract Rate	Billed dollar amount (in $)
TOTAL				

"This invoice is a true and accurate account of the services listed on this statement for the time period specified; this invoice constitutes the full and complete charge for the services described above; that no further invoices for payment of these services will be made; these services have been provided without discrimination based on age, race, color, creed, gender, religion or national origin and that this statement is subject to federal and state audit review."

Name, title, phone number and address of the Contractor has designated person who prepared this form:

Name:

Title:

Phone Number

PREPARER'S SIGNATURE _____

Date: _____

ATTACHMENTS TO DES SPECIAL TERMS AND CONDITIONS

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

APPLICANT'S ORGANIZATION

Gila County, Division of Health and Community Services, dba: Gila Employment and Special Training

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mrs.

* First Name: Shirley Middle Name: L. * Last Name: Dawson

Suffix:

* Title: Chairman, Gila County Board of Supervisors

Shirley L. Dawson 9/15/09

* SIGNATURE: * DATE:

Approved as to form: for Gila County Attorney

Certification Regarding:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gila County, Division of Health and Community Services, dba: Gila Employment and Special Training
Name of Agency /Organization

Shirley L. Dawson, Chairman, Gila County Board of Supervisors
Name and Title of Authorized Representative

Shirley L. Dawson
Signature

9/15/09
Date

Approved as to form: [signature]
for Gila County Attorney

ARF-740 **Consent Agenda Item Item #: 3- B**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	David Caddell, GEST Program Manager	Submitted By:	David Caddell, Community Services Division
Department:	Community Services Division	Division:	GEST Program
Fiscal Year:	2010 to 2015	Budgeted?:	Yes
Contract Dates Begin & End:	9/29/2010 to 6/30/2015		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	Replacement
Presenter's Name:			

Information

Request/Subject

Amendment No. 1 to IGA (Intergovernmental Agreement) No. DE111093-001 with Arizona Department of Economic Security, Rehabilitation Services Administration

Background Information

Due to changes in Gila Employment and Special Training (G.E.S.T.) staffing, this amendment will will replace the current Attachment 1, RSA Fee Schedule Application with the revised Attachment 6 dated June 23, 2011, to IGA Contract No. DE111093-001 (Career Exploration/Supported Education).

Evaluation

This amendment updates the locations and changes to G.E.S.T. staff, Pursuant to the Uniform Terms and Conditions, section 4, Amendments or Modifications, replaces the current Attachment 6, Facility Location and Staffing Chart to IGA Contract No. DE111093-001 (Career Exploration/Supported Education).

Conclusion

This amendment will replace the current Attachment 6, RSA Fee Schedule Application with the revised Attachment 6 dated June 23, 2011 to IGA contract DE111093-001 (Career Exploration/Supported Education).

Recommendation

The G.E.S.T. Program Manager recommends Board approval of Amendment 1 to an Intergovernmental Agreement (Contract No. DE111093-001) (Career Exploration/Supported Education) which will replace the current Attachment 6, RSA Fee Scheduled Application with the revised Attachment 6 dated June 23, 2011.

Suggested Motion

Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. DE111093-001), Career Exploration/Supported Education, between Gila County d/b/a Gila Employment and Special Training and the Arizona Department of Economic Security, Rehabilitation Services Administration, to replace the current Attachment 6, Facility Location and Staffing Chart-Gila County, with the revised Attachment 6, Facility Location and Staffing Chart dated June 23, 2011.

Attachments

Link: Amendment No. 1 to Contract No. DE111093-001

Link: Original IGA No. DE111093-001

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Janice K. Brewer
Governor

Clarence H. Carter
Director

David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs
GILA COUNTY dba Gila Employment and Special Training
5515 S Apache St, Ste 200
Globe, AZ 85501

July 13, 2011

RE: Contract DE111093-001

Dear Mr. Caddell,

Enclosed are two (2) copies of amendment 1 to your contract DE111093-001 with the Department of Economic Security, Rehabilitation Services Administration. Please complete and have the RIGHT side of the amendment form signed and dated, by BOTH someone authorized to commit you to contracts AND your legal counsel agreeing to the terms.

In order to proceed with the modification to your contract, mail both copies of the Amendment within five (5) business days of receiving this letter to:

ADES / RSA Contracts Unit Manager
PO Box 6123 Site Code 930A
Phoenix, AZ 85005-6123

Sincerely,

Vanja Pasalic
RSA Contracts Unit Manager

Service Summary: Career Exploration & Supported Education
Enclosure
cc: Contract File

1789 West Jefferson Street, 2nd Fl NW, SC 930A, Phoenix, AZ 85007-3202
(602) 542-3332 • FAX (602) 542-3705

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT
CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200 Globe, AZ 85501	DE111093-001
	3. AMENDMENT NUMBER 1

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

Pursuant to Section 4, AMENDMENTS OR MODIFICATIONS, replace the current Attachment 6, Facility Location And Staffing Chart-Gila County and replace entirely with the revised Facility Location and Staffing Chart dated June 23, 2011.

5. EXCEPT AS PROVIDED 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 LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTACT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR GILA COUNTY
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Michael A. Pastor
TITLE **Contract Administration Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

Date: _____

COUNSEL FOR GILA COUNTY dba Gila Employment and Special Training

By: _____
Public Agency Legal Counsel

Date: _____

COAS1

Equal Opportunity Employer/Program
This document available in alternative format by contacting: 602-364-0170.

Contract Amendment Form_IGA
Revised: 4/1/09

Attachment 6

Arizona Department of Economic Security
Rehabilitation Services Administration
FACILITY LOCATION AND STAFFING CHART-GILA COUNTY
June 23, 2011

Legal Business NameGila County
Doing Business AsGila Employment and Special Training

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County) 5515 South Apache Ave. Suite 200 Globe, AZ 85501		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of OperationMonday to Friday 8 AM to 5 PM, except Holidays.		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
David B. Caddell	S☐ E☒
Phillis Weaver	S☐ E☒
Carol Tanner	S☐ E☒
Helene Lopez	S☐ E☒
Doris Root	S☐ E☒
Yvette Warden	S☐ E☒

The facility(s) listed above will not be open on those holidays marked below *(check box for applicable holidays)*:

☒ New Year's Day
☒ President's Day
☒ Memorial Day
☐ Rosh Hashanah
☒ Veterans' Day
☐ Other: _____

☒ Martin Luther King Jr.'s Birthday
☐ Washington's Birthday
☒ Independence Day
☐ Yom Kippur
☒ Thanksgiving Day
☒ _____

☐ Lincoln's Birthday
☐ Good Friday
☒ Labor Day
☐ Columbus Day
☒ Christmas Day
☐ _____

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐

Attachment 6

Arizona Department of Economic Security
Rehabilitation Services Administration
FACILITY LOCATION AND STAFFING CHART-GILA COUNTY
June 23, 2011

Legal Business NameGila County
Doing Business AsGila Employment and Special Training

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County) 170 West Frontier Street Suite C Payson, AZ 85541		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of OperationMonday to Friday 8 AM to 5 PM, except Holidays.		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
Leona Bowman	S☐ E☒
	S☐ E☐
	S☐ E☐
	S☐ E☐
	S☐ E☐
	S☐ E☐

The facility(s) listed above will not be open on those holidays marked below *(check box for applicable holidays)*:

☒ New Year's Day
☒ President's Day
☒ Memorial Day
☐ Rosh Hashanah
☒ Veterans' Day
☐ Other: _____

☒ Martin Luther King Jr.'s Birthday
☐ Washington's Birthday
☒ Independence Day
☐ Yom Kippur
☒ Thanksgiving Day
☒ _____

☐ Lincoln's Birthday
☐ Good Friday
☒ Labor Day
☐ Columbus Day
☒ Christmas Day
☐ _____

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐

Lira, Gloria

From: Voight, Christina, A
Sent: Wednesday, June 22, 2011 8:59 AM
To: Lira, Gloria
Subject: RE: DE111093-001 Gila County Career Exploration/Supported Edu Background Clearance?

Yes they have submitted, and with no hits.

Christina Voight
Central Registry Specialist - Contracts
Division of Children, Youth and Families
1789 West Jefferson Avenue
Phoenix, AZ 85007
P 602.542.2370
F 602-542-3330

From: Lira, Gloria
Sent: June 22, 2011 8:18 AM
To: Voight, Christina, A; Pasalic, Vanja; Tan, Sue-Anne
Subject: DE111093-001 Gila County Career Exploration/Supported Edu Background Clearance?

Hi Christina: Dave Caddell from Gila County recently submitted paperwork for staff working the Gila Employment & Special Training (GEST) Career Exploration/Supported Education contract. I am checking with you today to see if there are any hits on the contract or is it clear. You will find the contract number in the subject line. Thanks for your help.

Gloria Lira
Contract Management Specialist III
Rehabilitation Services Administration
1789 W. Jefferson Ave., 2NW Site Code:930A
Phoenix, AZ 85007-3202
(602) 542-3332-Voice
(602) 542-3705-Contract Unit Fax
(602) 542-3778-RSA General Fax

NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. It may contain information that is privileged and confidential under state and federal law. This information may be used or disclosed only in accordance with law, and you may be subject to penalties under law for improper use or further disclosure of the information in this e-mail and its attachments. If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail. Thank you.

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County dba Gila Employment and Special Training ("Contractor").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under A.R.S § 11-201 and,

WHEREAS the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Procurement Officer Signature

~~Elizabeth G. Csaki, CPPB~~ CATHIE ROSMAN
Printed Name

Professional Services Unit Manager
Title

9/29/10
Date

DE111093-001
ADES Contract Number:

FOR AND ON BEHALF OF THE GILA COUNTY

Signature

Michael A. Pastor
Printed Name

Chairman, Gila County Board of Supervisors
Title

9/7/10
Date

IN ACCORDANCE WITH A.R.S. §11-952 THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Assistant Attorney General

9/24/10
Date

By: Public Legal Counsel

9/7/10
Date

1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.

1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self sufficiency of children, adults, and families.

2.0 PARTIES

2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), Rehabilitation Services Administration (RSA) and Gila County dba Gila Employment and Special Training ("Contractor").

2.2 RSA is the administration within the Department of Economic Security that provides Vocational Rehabilitation (VR) services and Independent Living (IL) services to individuals with various disabilities. Through the provision of VR services, RSA assists individuals with disabilities in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently in home, community and at work.

3.0 TERM OF AGREEMENT

3.1 TERM

The term of this Agreement shall have an effective date of last signature and shall end on September 30, 2015, unless otherwise agreed upon by both parties in writing.

3.2 PRIOR SERVICE

3.2.1 The parties agree that if similar services were provided by the Contractor from October 1, 2010 to the date of last signature, those services will be compensated under this agreement.

3.3 EXTENSION

This agreement may be extended through a written amendment by mutual agreement of the parties.

3.4 TERMINATION

3.4.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

3.4.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.

4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of telephone number;
2. Change in authorized signatory; and/or
3. Change in the name and/or address of the person to whom notices are to be sent.

5.0 DEFINITIONS

5.1 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

5.2 **"May"** indicates something that is not mandatory but permissible.

5.3 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

5.4 **"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.

5.5 **"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

6.0 PURPOSE OF AGREEMENT

6.1 The purpose of this agreement is to provide Client Access, Education and Information (Career Exploration and Supported Education) services to RSA clients who are individuals with disabilities in Gila County

6.2 RSA is authorized to provide this service under the Rehabilitation Act of 1973, as amended (29 U.S.C. 723(a) Vocational Rehabilitation Services and A.R.S. §23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration).

7.0 MANNER OF FINANCING

7.1 RSA will use 21.3% State Funds and 78.7% Federal Vocational Rehabilitation Grant Funds to pay for this service in accordance with the Price Sheet (Attachment 02).

8.0 SERVICE DESCRIPTION

8.1 The purpose of this service is to provide Client Access, Education and Information services to assist RSA clients, who are individuals with disabilities, in achieving their educational and employment goals that will ultimately lead toward successful employment. See attached Scope of Work.

9.0 RESPONSIBILITIES

9.1 The ADES and the Contractor agree as follows:

9.2 The Contractor shall:

9.2.1 Provide Client Access, Education and Information services in accordance with the Scope of Work attached to this agreement.

9.3 The ADES will:

9.3.1 Refer RSA clients to the Contractor.

9.3.2 Pay the Contractor's invoices upon the completion of the service and after all reporting and payment requirements are met.

10.0 REPORTING REQUIREMENTS

10.1 The Contractor shall meet all reporting requirements stated in the Scope of Work

11.0 PAYMENT REQUIREMENTS

11.1 The Contractor shall meet all payment requirements stated in the Scope of Work

12.0 NOTICES

12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:
Gila County
ATTN: David Caddell
Gila Employment and Special Training
5515 South Apache Ave. Suite 200
Globe, Arizona 85501

12.2 All notices to the ADES regarding this agreement shall be sent to the following address:
AZ Department of Economic Security
ATTN: RSA Contracts Unit
Rehabilitation Services Administration
PO BOX 6123; Site Code 930A
Phoenix, AZ 85005-6123

13.0 DISPOSITION OF PROPERTY

13.1 None.

14.0 OTHER MATTERS

14.1 None.

15.0 APPLICABLE LAW

15.1 In accordance with ARS § 41-2501, et.seq, and AAC R2-7-101 et seq, this Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

16.0 ARBITRATION

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

17.0 AUDIT

17.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

18.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR.

18.1 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 ADES may take any of the following actions:

18.1.1 Reduce payments or units authorized;

18.1.2 Accept a decrease in price offered by the, contractor

18.1.3 Cancel the Agreement

18.1.4 Cancel the Agreement and re-write the requirements.

18.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

19.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR

19.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available

19.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

20.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY. If providing direct services to children or vulnerable adults, the following shall apply:

20.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

20.2 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.

20.3 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.

20.4 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.

20.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

20.6 "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.

21.0 CONFLICT OF INTEREST

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

22.0 DATA SHARING AGREEMENT

22.1 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 ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

23.0 E-VERIFY

23.1 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.

24.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

24.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

24.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

25.0 FINGERPRINTING

25.1 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:

25.1.1 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.

25.1.2 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.

25.1.3 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.

25.1.4 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).

25.1.5 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.

26.0 INDEMNIFICATION

26.1 Indemnification for Contractor:

26.1.1 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.

26.2 Indemnification for Subcontractor

26.2.1 In addition, Gila County dba Gila Employment and Special Training shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 Gila County dba Gila Employment and Special Training's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

27.0 INSURANCE REQUIREMENTS

27.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA: None.

27.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

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

a. The policy shall be endorsed to **include 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.

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

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

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

• Each Claim	$1,000,000
• Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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. **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.

E. **Verification of Coverage:** 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. The Contractor shall retain all certificates and endorsements at its office which shall be available to the Department for review upon request.

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

G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management 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 20.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 20.2.2(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 20.2.2(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 20.0 above.

28.0 IT 508 COMPLIANCE

28.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-2531 and §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.

29.0 MONITORING

29.1 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

30.0 NON-AVAILABILITY OF FUNDS

30.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his 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.

31.0 NON-DISCRIMINATION

31.1 In accordance with A.R.S. §41-1461 and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

32.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

32.1 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

33.0 RIGHT OF OFFSET

33.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

34.0 SCRUTINIZED BUSINESS

34.1 In accordance with A.R.S. §35-391.06 and A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

35.0 SUBCONTRACTS

35.1 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.

36.0 THIRD- PARTY ANTITRUST VIOLATIONS

36.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

37.0 UNALLOWABLE COSTS

37.1 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.

37.2 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.

38.0 ATTACHMENTS

38.1 The following list of attachments constitutes an integral part of subject agreement:

38.1.1 Scope of Work Client Access, Education and Information (Career Exploration and Supported Education)

38.1.2 Service Implementation Questionnaire (Attachment 01)

38.1.3 Price Sheet (Attachment 02)

38.1.4 Request for Search of Central Registry for Background Check (Attachment 03)
38.1.5 Facility Location Chart (Attachment 04).

39.0 EXHIBITS

39.1 The following list of exhibits constitutes an integral part of subject agreement:
39.1.1 Client Service Plan (Exhibit A)
39.1.2 Career Exploration Summary (Exhibit B)
39.1.3 Contractor Code of Conduct (Exhibit C)
39.1.4 Client Transportation Requirements (Exhibit D)
39.1.5 Monthly Progress Report (Exhibit E)
39.1.6 Quarterly Report (Exhibit F)
39.1.7 Contractor Billing Form (Exhibit G)
39.1.8 Data Sharing Agreement (Exhibit J)

Attachment 02

Client Access, Education and Information (Career Exploration and Supported Education)

Price Sheet

Item # 1:	CAREER EXPLORATION: One Individual Hour, sixty (60) minutes, of actual time spent providing services to one RSA client.

Qty	**Unit Cost**	**UOM**	**Total Discount Amt.**	**Tax Rate**	**Tax Amount**	**Total Cost**
1.0	**55**	**HR - Hour**				

Item # 2:	CAREER EXPLORATION One Group Hour, sixty (60) minutes, of actual time spent with a client who is in attendance in a group of two (2) to six (6) clients receiving direct services.

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	55	HR - Hour				

Item # 3:	SUPPORTED EDUCATION One Individual Hour means sixty (60) minutes of actual time spent providing services to one RSA client.

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	50	HR - Hour				

Client Access, Education and Information
(Career Exploration and Supported Education) Gila County
Intergovernmental Agency Agreement # DE111093-001

APPLICANT:
GILA COUNTY
dba, GILA EMPLOYMENT AND & TRAINING PROGRAM
5515 South Apache Ave. Suite 200
GLOBE, AZ 85501
(928) 425-7631

CONTACT: DAVID B. CADDELL,
G.E.S.T PROGRAM MANAGER EXT. 8664
E-MAIL dcaddell@co.gila.az.us
FAX: (928) 425-9468

The GEST Program Mission Statement:

"To provide employment services along with daily living skills to disabled clients in a manner which supports and enhances self sufficiency, self esteem mutual respect, value and dignity."

GEST PROGRAM COMMITMENT:

The GEST Program is committed to provide the very best services to the disabled population, and to continue to improve and enhance the services that we provide. The GEST staff continually participates in further education classes in the effort to be and stay current in any changes regarding service delivery. It is our goal to continue to gain further knowledge and skills to enable us to provide exemplary services to our clients.

By applying for and obtaining an "Enhancement Grant" through RSA the GEST Program has been able to place on staff a Disability Specialist" who provides "one-on-one" services to our clients and who assists clients navigate the One Stop Resource Room to make it a viable resource to persons with disabilities. The Disability Specialist provides a variety of extensive one-on-one and group services to our clients. GEST staff is certified in all required trainings, have class a State of Arizona Department of Public Safety fingerprint clearance and the Disability Specialist has completed two ASL classes at our local Community College, and an ADA online course.

Responses to Service Implementation Questionnaire:

1. **Describe how linguistically and culturally appropriate services and materials will be provided to meet the needs of persons with disabilities. The response should include how staff will accommodate the clients and assure that they will have ready access to services.**

Gila County Division of Health and Community Services, GEST Program provides services to a vast culturally diverse population with equally diverse disabilities. All individuals have equal access to the variety of services regardless of disability, language, culture and demographic or geographic location. GEST accommodates for the non-English and monolingual population and provides interpreters for the hearing impaired. GEST provides "family focused" service with consideration to cultural diversity and beliefs. GEST has two wheelchair Maxivans available to assist with transportation while providing services to those that require that accommodation. Both GEST Program locations are ADA compliant for accessibility.

The GEST department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. GEST recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their

disability. Bilingual staff is available to assist the non-English and monolingual population. GEST clients are comprised of clients who are referred by "client choice"; through a contract with ADES/Vocational Rehabilitation Services, and clients who are referred through a contract with the ADES/Division of Developmental Disabilities

GEST offices are located in Globe and Payson to provide services to all individuals with disabilities, throughout Gila County including the San Carlos Indian Reservation. GEST staff is fully trained in all aspects of service delivery, they have an excellent understanding of the special needs of persons with disabilities and other barriers, and an understanding of client rights, principals of normalization and they have the ability to relate well to all persons with disabilities. GEST staff is certified in CPR, First Aid, and Crisis Intervention, and they all posses Fingerprint Clearance as required. GEST staff: GEST Program Manager, one Job Coach, a Mobile Crew Coordinator, a One Stop Center Disability Specialist in the Globe area, and one Job Coach in the Payson area.
GEST has on staff a Disability Specialist who is bilingual who has completed two courses in American Sign Language, a Psychology course and an Americans with Disabilities Act online course.

Divisional staff is available if the need is evident to provide translation in Spanish, Apache, Navajo and sign language. If a client referral indicates a need for this type of accommodation, GEST will make those arrangements at no cost to the consumer.

2. **Describe how Career Exploration and/or Supported Education outcomes will be achieved.**

Career Exploration:

When GEST receives a referral for services along with relevant client data and valid authorization for the service provision, a meeting will be scheduled with the VRC, and the client within ten business days. GEST will review all pertinent data that has been provided specific to the clients' needs and goals to prepare for the scheduled pre-consultation meeting.

During the pre-consultation/service planning meeting, a discussion is facilitated to determine the client's immediate employment desires and employment opportunities in the area that the client is interested in exploring. All parties in this planning session will have input and full participation in this process to determine the needs of the client, i.e. transportation, days available, etc… A Service Plan will be developed and when all parties are in agreement and if it is determined that the GEST program will be the service provider, Career Exploration services will begin within ten business days after a official authorization has been received.

GEST staff will schedule and provide the services in accordance with the clients' availability and the programs hours of operation. GEST will schedule and conduct an introduction and orientation to the World of Work, which will cover the meaning, value, and demands of work, provide information on the effect stress has on the general good

health utilizing information and guest speakers from the Gila County Health Department and other available resources. Staff will provide instruction on the effective methods for dealing with stress and the appropriate manner to deal with conflict by using a various materials. Utilizing self-assessments and various skills assessments will assist in gaining an increased awareness and understanding of the client's abilities, interests, values, and needs.

GEST staff will assist the client in navigating the available employment networks, and One Stop Center, and in utilizing the One Stop resources and/or other community resources that are available.

Staff will assist the client in obtaining information regarding various industries, and occupations and in understanding the difference between occupations, industries, and work options. Utilizing all the above mentioned information, staff will assist the client in deciding three (3) possible career options to research that are specific to the client's personal factors.

GEST staff will assist in exploring the three career options chosen by the client and will assist in locating, for review and discussion, the occupational trends, wages, job responsibilities, education and training requirements, job outlook, and all other relevant information. By utilizing specific goal oriented instructional videos and arranging for the client to visit businesses where they could observe employees who are engaged in job duties in the client's field of interest and by having the client participate in informal interviews and discussion with employers and employees the job coach can assist the client in making an informed decision for a vocational career goal.

Supported Education:

Prior to the pre-consultation meeting/service planning meeting, GEST staff will obtain and review all data pertaining to the client's medical and psychological status and the information contained in assessments/reports that have been completed.

During the pre-consultation/service planning meeting, a discussion is facilitated to determine the client's immediate employment desires and employment opportunities in the area that the client is interested in exploring. All parties in this planning session will have input and full participation in this process to determine the needs of the client, i.e. transportation, days available, etc… A Service Plan will be developed and when all parties are in agreement and if it is determined that the GEST program will be the service provider, Career Exploration services will begin within ten business days of receipt of an official authorization.

GEST staff will provide assistance in locating appropriate educational and/or training programs and assistance to the client in selecting the program most suitable for the client to meet their vocational goal. GEST staff will assist the client in identifying the educational cost and exploring financial aid resources and options to pay for the selected educational/training program the client has chosen, (e.g., Pell Grant, private grants, etc.).

Once the client has selected an educational or vocational program, GEST will assist the client in registering for the program, orientation to the school campus and school services. GEST staff will introduce the client to the Disability Services Resource center on the campus and assist in coordinating the disability related accommodation services and any needed special services, if applicable.

In order to monitor and evaluate the program performance a customer satisfaction survey will be completed monthly by each client evaluating the services they received to ensure that the service goals are being met.

3. Describe how Performance Standard #1, Acceptance Rate, will be met during the contract term.

The GEST program accepts all referrals for service from Vocational Rehabilitation; regardless of the disability and will continue to meet the requirements in Section 7.2.1 of the Scope of Work. All service provision will commence within (10) business days of the receipt of authorization from VR.

When the GEST Program Manager receives a referral for services from a VR Counselor, all reports/data relevant for successful service provision will be reviewed prior to the service planning meeting. During the service planning meeting GEST staff will participate in discussion regarding the client's needs and determine appropriate services to be provided that will lead towards achievement of a successful outcome.

4. Describe how Performance Standard #2, Successful Completion Rate, will be met during the contract term.

The GEST program is well recognized and respected in Gila County as the premier service provider, which opens many doors in our community. The program has also enjoyed a high success rate in providing services which assist our clients in achieving their individual employment and educational goals.

Overall program performance and the successful completion rate will be met by a regular monitoring and review of the clients' participation and consistent completion of Individual Instruction Plan objectives. An evaluation of the client's progress and service provided will ensure that the completion rate will be met, and through the review of monthly progress reports completed by GEST staff and monthly meetings with the VRC, the GEST Program Manager will be able to determine the level of achievement attained by the client and the overall success of services provided. Utilizing pre and post assessment of the client's progress will assist in monitoring and determining client and program success.

Through the above mentioned process, the Program Manager will also be able to measure the level of rehabilitation of the client to ensure that 80% achievement is obtained. It is not anticipated that the GEST Program will not achieve the performance standard

mentioned above however, *if GEST falls below the required percentage, GEST will work* [illegible] *with the local Vocational Rehabilitation Counselors by regular* [illegible] *and collaboration until the percentage of acceptance is in compliance with Section 7.2.2 of the Scope of Work.*

Attachment 6

Arizona Department of Economic Security
Rehabilitation Services Administration
FACILITY LOCATION AND STAFFING CHART-GILA COUNTY

Legal Business NameGila County
Doing Business AsGila Employment and Special Training

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County) 5515 South Apache Ave. Suite 200 Globe, Arizona 85501 Gila		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of OperationMonday to Friday 8 AM to 5 PM, except holidays and the Friday after Thanksgiving.		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
David B. Caddell	S☐ E☒
Catherine Levario	S☐ E☒
Phillis Weaver	S☐ E☒
tricia Rocha	S☐ E☒
	S☐ E☐
	S☐ E☐

The facility(s) listed above will not be open on those holidays marked below *(check box for applicable holidays)*:

☒ New Year's Day	☒ Martin Luther King Jr.'s Birthday	☐ Lincoln's Birthday
☒ President's Day	☐ Washington's Birthday	☐ Good Friday
☒ Memorial Day	☒ Independence Day	☒ Labor Day
☐ Rosh Hashanah	☐ Yom Kippur	☐ Columbus Day
☒ Veterans' Day	☒ Thanksgiving Day	☐ Christmas Day
☐ Other: _____	☒ _____	☐ _____

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐

Attachment 6

Arizona Department of Economic Security
Rehabilitation Services Administration
FACILITY LOCATION AND STAFFING CHART-GILA COUNTY

Legal Business NameGila County
Doing Business AsGila Employment and Special Training

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County) 107 West Frontier Street Suite C, Arizona 85541 Gila		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of OperationMonday to Friday 8 AM to 5 PM, except holidays and the Friday after Thanksgiving.		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
Leona Bowman	S☐ E☒
	S☐ E☐
	S☐ E☐
	S☐ E☐
	S☐ E☐
	S☐ E☐

The facility(s) listed above will not be open on those holidays marked below *(check box for applicable holidays)*:

☒ New Year's Day
☒ President's Day
☒ Memorial Day
☐ Rosh Hashanah
☒ Veterans' Day
☐ Other: _____

☒ Martin Luther King Jr.'s Birthday
☐ Washington's Birthday
☒ Independence Day
☐ Yom Kippur
☒ Thanksgiving Day
☒ _____

☐ Lincoln's Birthday
☐ Good Friday
☒ Labor Day
☐ Columbus Day
☐ Christmas Day
☐ _____

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes ☒ No ☐

Lira, Gloria

From: Voight, Christina, A
Sent: Wednesday, June 22, 2011 8:59 AM
To: Lira, Gloria
Subject: RE: DE111093-001 Gila County Career Exploration/Supported Edu Background Clearance?

Yes they have submitted, and with no hits.

Christina Voight
Central Registry Specialist - Contracts
Division of Children, Youth and Families
1789 West Jefferson Avenue
Phoenix, AZ 85007
P 602.542.2370
F 602-542-3330

From: Lira, Gloria
Sent: June 22, 2011 8:18 AM
To: Voight, Christina, A; Pasalic, Vanja; Tan, Sue-Anne
Subject: DE111093-001 Gila County Career Exploration/Supported Edu Background Clearance?

Hi Christina: Dave Caddell from Gila County recently submitted paperwork for staff working the Gila Employment & Special Training (GEST) Career Exploration/Supported Education contract. I am checking with you today to see if there are any hits on the contract or is it clear. You will find the contract number in the subject line. Thanks for your help.

Gloria Lira
Contract Management Specialist III
Rehabilitation Services Administration
1789 W. Jefferson Ave., 2NW Site Code:930A
Phoenix, AZ 85007-3202
(602) 542-3332-Voice
(602) 542-3705-Contract Unit Fax
(602) 542-3778-RSA General Fax

NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. It may contain information that is privileged and confidential under state and federal law. This information may be used or disclosed only in accordance with law, and you may be subject to penalties under law for improper use or further disclosure of the information in this e-mail and its attachments. If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail. Thank you.

Attachment
REQUEST FOR SEARCH OF
CENTRAL REGISTRY FOR BACKGROUND CHECK

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information.
The information contained in the Central Registry for Background Check and any attached files shall be used as one factor to determine qualifications for persons applying for contracts with this state, including employees of the potential contractor, for positions that provide direct service to children or vulnerable adults. The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.

PLEASE FILL OUT THE INFORMATION BELOW:

Offeror or Contractor Name (Print) Gila County dba Gila Employment and Special Training	
Solicitation Number: ADES RSA Fee Schedule	Contract Number: DE111093-001 ADES Career Exploration & Supported Education
Phone Number: (928) 402-8664	
Mailing Address: 5515 South Apache Ave. Suite 200 Globe, Arizona 85501	
Email Address: dcaddell@co.gila.az.us	
Name of Person Authorized to Submit Request (Print): David B. Caddell	
Signature of Requester: David B Caddell	
Date of Request: 6/30/2011	

NOTE for OFFEROR/CONTRACTOR:
Mail your completed central registry request to:

DCYF Contracts Unit
Attention: Christina Voight, Central Registry Specialist
Arizona Department of Economic Security
1789 W. Jefferson St, SITE CODE 940A
Phoenix, AZ 85007

or **Fax** to DCYF Contracts Unit, Attention: Christina Voight, Central Registry Specialist at 602-542-3330

or **Email** (encrypted) to DCYF Central Registry Specialist at cvoight@azdes.gov

FYI, results of this check will be either

1. EMAILED to email address above if all names are cleared; or
2. MAILED to the requester with information on employees who are found to have substantiated reports.

Internal Use Only;
For Solicitations: DES Designated Staff (Office of Procurement):

For Contracts: DES Designated Staff (Program):

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

Employee Information (Print)	Employee Information (Print)
Name David B. Caddell	**Name** Phillis Weaver
Alias (previously used names) None	**Alias (previously used names)** Phillis Jaramillo
Date of Birth 2/8/1963	**Date of Birth** 4/22/1955
Social Security Number 280-68-9499	**Social Security Number** 527-08-8366
INTERNAL DES USE ONLY Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____	**INTERNAL DES USE ONLY Search results** Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____

Employee Information (Print)	Employee Information (Print)
Name Leona Bowman	**Name** Doris Root
Alias (previously used names) Leona Huffman	**Alias (previously used names)** Doris Tafe
Date of Birth 6/10/1962	**Date of Birth** 5/7/1953
Social Security Number 526-49-8035	**Social Security Number** 373-64-0617
INTERNAL DES USE ONLY Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____	**INTERNAL DES USE ONLY Search results** Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

Employee Information (Print)	Employee Information (Print)
Name Bridget Yvette Warden	**Name** Helene Lopez
Alias (previously used names) Bridget Yvette Mc Gaughey	**Alias (previously used names)** Helene Lagunas
Date of Birth 6/1/1965	**Date of Birth** 9/30/1963
Social Security Number 526-79-0417	**Social Security Number** 526-83-8342
INTERNAL DES USE ONLY Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____	INTERNAL DES USE ONLY Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____

Employee Information (Print)	Employee Information (Print)
Name Carol Tanner	**Name**
Alias (previously used names) Carol Branson and Carol Overlander	**Alias (previously used names)**
Date of Birth 12/1/1960	**Date of Birth**
Social Security Number 496-72-4299	**Social Security Number**
INTERNAL DES USE ONLY Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____	INTERNAL DES USE ONLY Search results Reports ☐ Yes Number _____ See attached document(s) ☐ No Date of Search _____ Name of Person Completing Search _____ Signature _____

ARF-697 **Consent Agenda Item Item #: 3- C**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	Malissa Buzan, CAP/Housing Services Manager		
Submitted By:	Christine Lopez, Community Services Division		
Department:	Community Services Division		
Division:	Comm. Action Program/Housing Servs.		
Fiscal Year:	2011	Budgeted?:	Yes
Contract Dates Begin & End:	03/24/2009 to 04/15/2011		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	Replacement
Presenter's Name:	Malissa Buzan		

Information

Request/Subject

CDBG Contract No. 150-09 Close-Out Report

Background Information

This is the Close-Out Report for Community Development Block Grant (CDBG) Contract No. 150-09. This contract originated on March 24, 2009, and ended on April 15, 2011. During the contract period we were able to perform housing rehabilitation services on 4 homes belonging to low-income Gila County residents. The total contract award was $136,646.59.

The Close-Out Report reflects that we expended the total contract award of $136,646.59, and, in addition, we leveraged $28,750.94 in other funding on these homes.

Evaluation

By the Gila County Board of Supervisors signing this CDBG Contract No. 150-09 Close-Out Report it will enable Gila County Community Action/Housing Services to finalize the contractual obligations to the Arizona Department of Housing for this grant.

Conclusion

It is important that the Gila County Board of Supervisors approve and sign the CDBG Contract No. 150-09 Close-Out Report in order for all contractual requirements to be met and finalization of the contract be performed. Once Contract No. 150-09 Close-Out Report has been successfully executed, the fund source for this contract will no longer be available.

Recommendation

The Community Action Housing Services Manager recommends that the Board of Supervisors approve the CDBG Contract No. 150-09 Close-Out Report.

Suggested Motion

Approval of CDBG (Community Development Block Grant) Contract No. 150-09 Close-Out Report to finalize the contract between the Arizona Department of Housing and Gila County Community Action/Housing Services, which will successfully end the contract and enable Gila County Community Action/Housing Services to be in compliance with all requirements for the CDBG contract.

Attachments

Link: C:\Documents and Settings\clopez\My Documents\HOUSING SERVICES\CDBG\Closeout 150-09.pdf

Link: C:\Documents and Settings\clopez\My Documents\HOUSING SERVICES\CDBG\CDBG 150-09 Original.pdf

Link: :\Documents and Settings\clopez\My Documents\HOUSING SERVICES\CDBG\CDBG 150-09 Letter.pdf

Grantee___Gila County Housing Services_____ Contract Number_____150-09_____

CERTIFICATIONS

I hereby certify that:

I have the authority to sign these Certifications;

I understand that these Certifications are in addition to the provisions in those certifications incorporated by reference into the above cited contract;

All activities undertaken by the grantee with funds provided under this contract have to the best of my knowledge been carried out in accordance with the Arizona Department of Housing contract;

The grantee shall resolve any findings and/or remit to the state any disallowed costs by any subsequent audit report that are sustained by the Arizona Department of Housing, within 60 days of the date of a written determination by ADOH that such are required;

The State of Arizona is under no obligation to make any further payment to the grantee under this contract; and

The very statement and amount set forth in this Closeout Report is to the best of my knowledge true and correct as of this date.

_____ _____

Signature of Chief Elected Official or Designee (CD-1) Date

_Michael A Pastor_____ __Chairman, Gila County Board of Supervisors_

Typed/Printed Name Title

For CDBG Program Use Only	
This Closeout Report for ADOH CDBG Contract #_____, FY _____, is hereby approved effective this date.	
Signature_____	Date_____
Typed Name Katherine Blodgett	Title CD&R Program Administrator

APPROVED AS TO FORM:

_____ _____

Bryan Chambers, Chief Deputy Gila County Attorney **Date**

Grantee:__Gila County Housing Services_____ Contract No:_____150-09_____

Closeout Report Checklist

Check each item as completed or N/A. This form should be page 2 (after the Closeout Certification).

A. ☐ **DRAFT CLOSEOUT OR** ☒ **FINAL CLOSEOUT**

B. ☐ **AUTHORIZED SIGNATURE ON CERTIFICATIONS**

C. ATTACHMENTS

☒	1.	Certifications (required)		page __1_____
☒	2.	Section I. Business Opportunities Report (required)		page __3_____
☒	3.	Section II. Performance Report (required)		page __4_____
☒	4.	Section III. Contract Accounting (required)		page __5_____
☐	5.	Section IV. Housing Applicant/Beneficiary Statement	☒ N/A or	page _____
☐	6.	Section V. Job Creation/Retention Applicant/ Beneficiary Statement	☒ N/A or	page _____
☐	7.	A description of all property acquired with CDBG	☒ N/A or	page _____
☐	8.	A description of how Program Income *was* used	☒ N/A or	page _____
☐	9.	A description of how Program Income *will be* used	☒ N/A or	page _____
☐	10.	Nomination Form for Outstanding CDBG Project	☒ N/A or	page _____

D. CONSISTENCY REVIEW

☒ 1. The total amount of contracts indicated in Section I.H shall be equal to the total of CDBG funds shown in Section III.A.5.

☒ 2. Ensure that the totals agree in Section II.G and Section III.A.5.

☒ 3. The list of providers on Section I. BOR, must be supported by other information in the file, e.g., contractor verification forms, contracts, and RFPs.

☒ 4. The total CDBG funds expended per activity (Section II.E) equals the total indicated on the RFPs and is at least as much as the contract amount in Section I.D.

☒ 5. The number of beneficiaries (and number of units if a housing activity) stated in Section II.D is the same as in Section IV. or Section V., as applicable.

☒ 6. All other descriptive information is consistent throughout the Closeout Report.

E. ☒ **COPY OF CLOSEOUT RETAINED FOR GRANTEE RECORDS**

Section I. BUSINESS OPPORTUNITIES REPORT (BOR)

Grantee:	Contract Number	Contact Person	Phone Number	Address, City, State Zip Code +4
Gila County	150-09	Malissa Buzan	928-402-8693	5515 S Apache Avenue, Ste 200, Globe, AZ 85501-4430

Contractor/Subcontractor Information

A. Amount of Contract	B. Type of Trade Code*	C. Racial Code*	D. Hispanic Owned (Y/N)	E. Women Owned (Y/N)	F. IRS Tax ID (EIN) and DUNS Numbers	G. Sec. 3 (Y/N)	H. Legal Name	I. Street Address	J. City	K. State	L. Zip Code	M. Date of Contract
$37,220.00	2	11	N	N	526-33-8005	N	Green Tree Const.	PO Box 2215	Claypool	AZ	85532	04/2010
$33,639.00	2	11	Y	N	86-0698283	N	Rodriguez Const.	PO Box 13	Miami	AZ	85539	04/2010
$16,200.00	2	11	N	N	526-33-8005	N	Green Tree Const.	PO Box 2215	Claypool	AZ	85532	04/2010
$54,118.00	2	11	Y	N	86-0698283	N	Rodriguez Const.	PO Box 13	Miami	AZ	85539	04/2010
$												

See Demographic and Trade Code table below for information

Vendors/Suppliers/Professional Service Providers Information

A. Amount of Contract	B. Type of Trade Code*	C. Racial Code*	D. Hispanic Owned (Y/N)	E. Women Owned (Y/N)	F. IRS Tax ID (EIN) and DUNS Numbers	G. Sec. 3 (Y/N)	H. Legal Name	I. Street Address	J. City	K. State	L. Zip Code	M. Date of Contract
$												
$												
$												
$												
$												
$												
$												
$												
$												

See Demographic and Trade Code table below for information

Demographic and Trade Codes

Race	Type of Trade Code
11 – White	1- New Construction
12 – African American	2 – Substantial Rehab
13 - Asian	3 – Repair
14 – American Indian or Alaskan Native	4 – Service
15 – Native Hawaiian or Other Pacific Islander	5- Project Management
16 – American Indian or Alaskan Native and White	6 – Professional
17 – Asian and White	7 – Tenant Services
18 – African American and White	8 – Educational Training
19 – American Indian or Alaskan Native and African American	9- Architecture/Engineering
20 – Other Multi-racial	10 – Other

Section II. PERFORMANCE REPORT

Grantee:

CDBG Contract No:

A. Activity No.	B. Activity Name	C. Sec. 3 Y/N	D. Actual Accomplishments	E. CDBG Funds	F. Leverage/Other/PI Funds
1	Administration	N	Meet contract requirements and utilize personnel staff	$24,596.00	
2	Actual Activity Name from Form 1 of Application				
	Gila County	N	We assisted 4 DPL's and 1 Grant with a total of 12 beneficiaries	$160,646.00	$28,750.94
	OOHR		with completed and total rehab which includes 3 solar hot water		
	5515 S Apache Avenue		heaters being installed. 2 of the beneficiary homes were also made		
	Suite 200		ADA Compliant.		
	Globe, AZ 85501				
			G. Totals	$160,646.00	$28,750.94

H. TOTAL OF ALL FUNDS (E. + F.): $197,396.94

Report Prepared By: Malissa Buzan
(Signature)

Malissa Buzan
(Typed Name)

Date: June 15, 2011

Phone Number: 928-425-7631

Grantee:_____Gila County Housing Services_____ Contract No:_____150-09_____

Section III. CONTRACT ACCOUNTING

A. GRANT BALANCE (round all numbers to the nearest dollar)

1. TOTAL CDBG FUNDS as stated in the *original* contract $_136,646.00_____
2. CDBG FUNDS ADDED TO THIS CONTRACT $_____0_____
   From CDBG contract no._____ Amount_____
   From CDBG contract no._____ Amount:_____
3. FUNDS TRANSFERRED TO OTHER CDBG CONTRACT(S) $_____0_____
   To CDBG contract no._____ Amount:_____
   To CDBG contract no._____ Amount:_____
4. DEOBLIGATED FUNDS $_____0_____
5. TOTAL CDBG FUNDS PER MOST RECENT FORM 1-R $_136,646.00_____
6. TOTAL CDBG FUNDS RECEIVED AND DISBURSED $__136,646.00_____
7. TOTAL LEVERAGE FUNDS RECEIVED AND DISBURSED $__28,750.94_____
8. TOTAL EXPENDITURES (CDBG, LEVERAGE, and OTHER FUNDS) $_____

B. PROGRAM INCOME (PI): ☐ **Yes** ☒ **N/A**

1. Amount of Program Income earned during grant period $__32,000.00_____
2. Amount of Program Income disbursed during grant period $__32,000.00_____
3. Balance of Program Income retained by grantee $____0_____
4. Description of how Program Income *was* used is attached as page ___4____.
5. Description of how Program Income retained by grantee *will be* used is attached as page _N/A__.

Prepared By: __Malissa Buzan_____Malissa Buzan_____
(Signature) (Printed Name)

FORM 1
FY 2005 COMMUNITY DEVELOPMENT BLOCK GRANT
APPLICATION COVER SHEET
CDBG CONTRACT NO.

☒	**Regional Account (RA) COG:** CAAG	☐	**State Special Project (SSP)**
☐	**Colonias**	☐	**NRS: Date approved:** / / **Approval on page:**

Applicant: Gila County	**Legislative/ Congressional Districts:** 1/5

Address (with 9-digit zip code): 5515S. Apache Ave Suite 200
Name of County Applicant Located In: Gila County

Contact Person/Title (Grantee) Dave Fletcher Director Gila County Health & Community Services	**Contact Person/Title (COG/Other):** Malissa Buzan Housing Services Manager Gila County Community Services
Phone/Fax/Email: (928) 425-7631 (928) 425-9468 dfletcher@co.gila.az..us	**Phone/Fax/Email:** 928-425-7631/928-425-9468 mbuzan@co.gila.az.us

Complete the following information for the activities for which you are requesting funds in a single contract (maximum of 2 including Administration). Complete an additional Form 1 for each additional activity included in the application. Item d: (Fund types are (1) Leverage, (2) Program Income, or (3) Other.)

Activity Name	CDBG Funds	Non-CDBG Funds	Fund Type	Total Funds
1. Administration	$25,280.00			$25,280.00
2. Housing Rehab	$111,366.59			$111,366.59

Total CDBG Funds Requested for this Project (Activities #1 and #2): **$ 136,646.59**

List **all other** activities applied for this fiscal year. Indicate by ☒ which application includes the required general information (Certifications, Disclosure Report, etc.) and administration funds. (Note that there will be a separate contract for each activity except administration.)

Activity Name	Amount (CDBG $$ only)	CDBG USE ONLY Contract No.
☐ a.		
☐ b.		
☐ c.		
☐ d.		

Total CDBG Funds Requested (all activities applied for this fiscal year, including administration): $ $136,646.59

Certification: To the best of my knowledge and belief, data in this application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached Certifications if the assistance is approved.

Signature of the Chief Elected Official	Date: 06/17,2008
Name (typed): Jose M. Sanchez	Title: Chairman, Board of Supervisors

FORM 2
COMMUNITY DEVELOPMENT BLOCK GRANT
GENERAL ADMINISTRATION SUMMARY

1. **Applicant: Gila County**

ITEM		a. CDBG $	b. Non-CDBG $*	c. Total
2. TAAP. Total costs for COG Technical Assistance and Application Preparation. TAAP fees paid to the COG, by the grantee, as per the Professional Services Agreement		$400.00		$400.00
3. Salaries, Wages, Fringe Benefits	% or Hours			
3.1 Position #1 Title:Director	5%	$5342.00		$5342.00
3.2 Position #2 Title: Admin Asst	12%	$5555.00		$5555.00
3.3 Position #3 Title: Program Manager	5%	$3444.00		$3444.00
3.4 Position #4 Title: Fiscal Manager	8%	$5775.00		$5775.00
4. Professional Services (Contractual)				
4.1 For:				
4.2 For:				
4.3 For:				
5. Travel		$1000.00		$1000.00
6. Office Supplies and Equipment		$664.00		$664.00
7. Advertising/Publications		$1000.00		$1000.00
8. Indirect Costs (% documented by cost allocation plan)		$2000.00		$2000.00
9. Other Operating Expenses *(specify)*				
9.1 Item 1:				$2000.00
9.2 Item 2:				
9.3 Item 3:				
9.4 Other (Fair Housing, Section 504, etc.)		$100.00		$100.00
10. **TOTALS**		$25,280.00		$25,280.00

* **Indicate in parentheses if the amount is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.**

11. a. Indicate who will be in charge of the financial record keeping (give name and title):
Dave Fletcher, Director of Health and Community Services

b. Provide the street address for the location of the financial records:
5515 Apache Ave. Suite 200 Globe Az 85501

FORM 3
COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY BUDGET

1. Applicant: Gila County	2. Activity Name: OOHR		
	a. CDBG $	**b. Non-CDBG $**	**c. TOTAL $**
3. Environmental Review Record	$0.00		0
4. Design/Engineering/Inspection Procure ☐ In-House ☐			
5. Construction Contract Work (include materials and DB wage rates)	$89,093.59		$89,093.59
6. Fixed Asset Equipment			
7. Land Acquisition (includes easements) *(must comply with the Uniform Relocation Act)*			
8. Rehabilitation Services (if this exceeds 20% of total activity costs, attach a rationale) Procure ☐ In-House ☒	$22,273.00		$22,273.00
9. Other (specify or attached as page):			
10. For City/Town, County or Other Construction			
10.1 Purchase of materials			
10.2.a Employees (documentation attached as page regarding number of employees, wages, number of hours, etc.)			
10.2.b Offenders			
10.2.c Volunteers			
10.3 Equipment (Use vs. Purchase) (documentation attached regarding rental rates, number of hours to be used, type of equipment, etc.)			
10.4 Other (attached as page)			
11. **TOTALS**	$111,366.59		$111,366.59

SCOPE OF WORK

Gila County – Owner Occupied Housing Rehabilitation

Activity #1 - Administration **$24,596 CDBG**

To carry out all required actions to administer activities funded from the **FY 2008 CAAG Regional Account for Gila County**. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 – Owner Occupied Housing Rehab (OOHR) **$112,050 CDBG**

To use CDBG funds to rehabilitate approximately 3 single-family, owner-occupied homes within the unincorporated areas of Gila County (excluding Reservation land). Assistance will be provided in the form of forgivable, non-interest bearing deferred payment loans. Participants will be selected from a Gila County Housing Rehab list, on a first-come, first served basis.

Gila County staff will provide all rehab services and will competitively procure qualified, license and insured contractors to provide all construction services.

This activity will meet the Housing Low to Moderate Income National Objective (LMH) and will benefit approximately 3 households (6 people) all of which are low-to-moderate income.

HUD Performance Measures

Objective: Decent, Affordable Housing

Outcome: Improve Affordability

Indicator(s): Number of Low-Mod Households Served

Data Collection Methodology: Inspection of rehab performed.

ARIZONA DEPARTMENT OF HOUSING

CDBG

Attachment C

Budget

Recipient	Gila County			Date	
Contract No./File No.	150-09	Contract Period: 4/5/09 to 4/15/11		Revision No.	
Activity	Owner Occupied Housing Rehabilitation				
Recipient Address	P.O. Box 1254			City	Globe
Contact Person	Malissa Buzan			Fax	928-425-9468
Phone	928-402-8693	Email	mbuzan@co.gila.az.us	Zip Code	85502
Program Specialist	Sharon Tolman	Email	sharont@housingaz.com	County	Gila

a		c	d	e	f	g	h
Budget Line Item or Activity No.		CDBG FY2008	Source Program Year	Source Program Year	Source Program Year	Source Program Year	Source Program Year
Act. 1 -- Admin		$ 24,596.00					
Act. 2 -- OOHR		$ 112,050.00					
Total							

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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ATTACHMENTS

- ☒ A Scope of Work
- ☒ B Performance Report/Schedule of Completion
- ☒ C Budget
- ☒ D Request for Payment Form
- ☐ E Special Conditions of the Contract
- ☐ F Certification and Other Requirements Relating to Title I or Title II Assistance
- ☐ G Authorizing Resolution(s)

CONTRACT NO. 150-09
TERMINATION DATE April 15, 2011

FUNDING AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF HOUSING AND

GILA COUNTY
FOR
Owner Occupied Housing Rehabilitation

This Funding Agreement is made by and between:

The **Arizona Department Of Housing (ADOH),** located at the State Capitol, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable one):

☒ Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")

☐ Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/AIDS) ("HOPWA")

☐ Title IV Part 582 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Shelter Plus Care) (" SPC")

☐ Title IV Part 583 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Supportive Housing Program) ("SHP")

and

Gila County

An Arizona County **(Recipient)**, located at

5515 South Apache Street, Suite 200
Globe, Arizona 85501-1254

In consideration of the mutual representations and obligations hereunder ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $ 136,646 in the following type of funds to Recipient in accordance with this agreement.

☒ **CDBG,** CFDA # 14.228
Federal Fiscal Year 08
$ 136,646

☐ **HOME,** CFDA # 14.239
$_____

☐ **HTF**
$_____

☐ **HOPWA,** CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **SHP,** CFDA # 14.235
Federal Fiscal Year _____
$_____

☐ **SPC,** CFDA # 14.238
Federal Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this contract 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 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 **April 15, 2011** 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 Contract*** attached hereto as **Attachment E.**

☒ **CDBG** funds requires adherence to the following additional provisions: (1) the provisions of 24 CFR, Part 570 as revised; (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 each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds requires adherence to the following additional provisions: (1) the provisions contained in 24 CFR Part 92 Home Investment Partnerships Program as revised, (2) ***Certification and Other Requirements Relating to Title II 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) the ***State Housing Fund Program Summary and Application Guide*** and any revisions thereto.

☐ **The use of Housing Trust Funds (HTF)** requires adherence to the following additional provisions: (1) the ***State Housing Fund Program Summary and Application Guide*** as revised.

☐ **Special Needs Housing "homeless" funding from SPC** requires adherence to 24 CFR Part 582 as revised.

☐ **Special Needs Housing "homeless" funding from SHP requires** adherence to 24 CFR Part 583 as revised.

☐ **Special Needs Housing "homeless" funding from HOPWA requires** adherence to 24 CFR Part 574 as revised.

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 a contract amendment:

(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 (35% change);
(d) The beneficiary of any activity changes; and
(e) The Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for a contract amendment to ADOH, with a revised ***Scope of Work*** attached;
(f) The ownership entity changes.

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the contract has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. The 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 of the funding source indicated below and attached as Attachment B.

☒ **HOME, HTF and CDBG.** Recipient must submit a ***Quarterly Progress Report*** attached hereto as **Attachment B.** The Quarterly Progress Report must be submitted to ADOH on the 30thth of September, December, March and June and address activities of the preceding two months and the current month, i.e., the September report covers the months of July, August and September. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **Special Needs Housing "homeless" funding from SPC or SHP.** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in **Section 4.** Recipient shall submit one (1) ***HUD Annual Progress Report (APR) document No. 40118,*** attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the contract. Recipient shall enter information reported on the APR into the Homeless Management Information System (HMIS).

☐ **Special Needs Housing "homeless" funding HOPWA.** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in **Section 4** and submit one (1) ***HUD Annual Progress Report (APR) document No. 40110-C*** attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the contract.

☐ **HTF "Eviction Prevention / Emergency Housing/EPEH" funding.** ADOH shall administer said program in accordance with the dates listed in **Section 4.** Recipient shall submit monthly payment requests accompanied by ADOH generated ***Monthly report*** attached hereto as **Attachment B** and a bi-annual program narrative report.

7.2 Contract Closeout. The Recipient's obligation to ADOH under this contract shall not end until all closeout requirements are completed. ADOH will notify Recipient in writing that a **Completion Report** is due to ADOH within Sixty (60) days of one of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period has expired; or
(d) The contract has been otherwise terminated.

Following the receipt of the Completion Report, ADOH will notify Recipient in writing that the contract is Conditionally Closed-Out and that an audit must be submitted to ADOH. Following the receipt of the audit and satisfaction by Recipient of all audit and ADOH concerns and findings, ADOH will notify Recipient that the contract is Unconditionally Closed-Out. The Unconditional Close-Out does not remove the obligation for the Recipient to retain records for a period of Five (5) years after expiration of the contract.

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.

☒ **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 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the contract has been executed.

☐ **Special Needs Housing "homeless" funding from SPC or SHP.** 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 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the contract has been executed.

☐ **HTF "Eviction Prevention/Emergency Housing/EPEH" funding.** 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 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the contract has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided in this agreement in accordance with the ***Budget*** hereby incorporated into this Agreement and described in **Attachment C.** Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

☐ ADOH agrees to execute this Agreement pending final review of the Budget, the Budget, acceptable to ADOH, shall be separately approved and incorporated by reference to this Agreement as **Attachment C.** No funds shall be provided under this Agreement until the Budget has been approved by ADOH.

Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from 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 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 loan or grant terms.

Recipient must submit a written request for a contract amendment to ADOH, with a revised ***Budget*** attached. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the contract has been executed.

The Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. The 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 15 days of draw down.

Section 10. REVISIONS TO CONTRACT PROVISIONS

Recipient may request amendments to the provisions of this Agreement in writing but no amendments shall be permitted unless they are compliant with all applicable laws and regulations and ADOH and Recipient agree to the revision in writing.

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 review and ADOH then requests a release of funds from HUD. Completion of the 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 (e.g., 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.

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 the 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 18 percent 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, SHP, SPC and HOPWA 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 OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 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 Arizona Department of Housing ***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.

Recipient's right to incur expenses under Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY THE RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section the following definitions shall apply:

"Funds Recouped by the Recipient" means funds initially provided by ADOH to the Recipient under this Agreement and any matching contributions that are recouped by the 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 homebuyer for the full affordability period required by this Agreement. Funds Recouped by the Recipient are subject to all the requirements of Program Income described below with the exception that the Recipient shall not use Funds Recouped by the Recipient for administrative purposes. For this reason, the Recipient must separately account for all Funds Recouped by the Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to the Recipient under this Agreement.

"Program income" means gross income received by the 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 the 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 the 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 the Recipient. The Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by the Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

The Recipient must return all Program Income, Funds Recouped by the Recipient, and Interest to ADOH within 30 days of receipt.

The Recipient must remit to ADOH any Program Income, Funds Recouped by the Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **30 days** of receipt by Recipient.

Section 15. DEOBLIGATION, 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) the Recipient has completed performance under the ***Scope of Work* (Attachment A)** without using all of the funds provided by ADOH under this Agreement; (2) the contract 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) the 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) the Recipient receives Program Income that has not been included in the budget or set forth in the ***Scope of Work;*** and (6) the contract has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to the 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 the Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if the 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 accord 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 the 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) the 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 the 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 the 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 One Hundred Eighty (180) days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, the 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 the 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 the 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 years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the Recipient; or (2) not be used in accordance with 24CFR Part 570.503(b)(8)(i), in which event the 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 24CFR 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 the 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 the 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 the 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 the 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 the 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 the 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 the Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves the 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 the 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, deobligation 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) The Recipient fails to begin work on its environmental review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes the contract;

(b) The 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 contract and recapture funds from the same contract in which the 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 One hundred eighty (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 the Agreement pursuant to this Section, ADOH shall recapture all funds allocated to the 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 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 the Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to the Recipient under this Agreement pursuant to **Section 15** hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If a 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:

- Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the awarding agency,
- 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,
- Wholly or partly suspend or terminate the award evidenced by this Agreement,
- Withhold further awards to the Recipient's project funded by the award evidenced by this Agreement,
- Recapture funds and terminate contract,
- Withhold future ADOH grant awards from all sources, or
- 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 of Recipient resulting from obligations incurred by the 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 years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ADOH is, at any time while the Agreement or any extension of the Agreement is in effect, be an employee or agent of any other party to the Agreement in any capacity or a consultant to any party of the Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when the 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 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 conditional closeout or termination.

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 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

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 Arizona Department of Housing 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 reasons 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 the 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 or 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 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 24 CFR Part 84. 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, attorneys' 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 the 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, SHP, SPC, HOPWA) or state (HTF) funds used is 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 the 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. The Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

Recipient shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Recipient shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or disability.

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 the Recipient toward fulfillment of this Agreement.

Section 41. 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 the 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.

The Recipient and its Subcontractor, at Recipients' 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 the Contract is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Contract.

The 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 the 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. The Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require the Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within 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 Contract.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Contract, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

41.1 Required Coverage

Commercial General Liability. Recipients 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 the Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the 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. The 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, the Recipient will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Recipient.

41.2 Certificates of Insurance

Prior to commencing work or services under this Contract, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Recipient's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

41.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 42. 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 310, Phoenix, AZ 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 contract 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 the Recipient, it shall be addressed to:

Gila County
ATTN: Malissa Buzan
5515 South Apache Street, Suite 200
Globe, Arizona 85501-1254

Section 43. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 44. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipients 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 24 inches high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 45. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipients are required to provide to ADOH before and after photographs of the project in digital or film format.

THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING

BY: _____

Director

DATE: 3/31/09

GILA COUNTY, RECIPIENT

BY: _____

Shirley L. Dawson

TITLE: **Chairman, Gila County Board of Supervisors**

DATE: **March 24th, 2009**

Approved as to Form:

Bryan Chambers, Chief Deputy Gila County Attorney

JANET NAPOLITANO
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF HOUSING
1110 W. WASHINGTON STREET, SUITE 310
PHOENIX, ARIZONA 85007
MAIN (602) 771-1000 FAX (602) 771-1002 TTY (602) 771-1001
www.housingaz.com

FRED KARNAS
DIRECTOR

September 8, 2008

Gila County
Attn: Malissa Buzan, Housing Services Manager
5515 S. Apache Street, Suite 200
Globe, AZ 85501

RE: FY2008 Community Development Block Grant Application
Owner-occupied Housing Rehabilitation
Response due: October 8, 2008

Dear Ms. Buzan:

The Arizona Department of Housing (the Department) has received and reviewed your Community Development Block Grant Application.

During the pre-award assessment of your project, the following items needing action were identified and must be addressed prior to issuance of an award of funding.

Action Items

1. Form 1 – Revise form to provide $136,646 for total budget (not $136,646.59). Adjust Admin amount to equal 20% of total, or $24,596. Activity 2 will have $112,050.
2. Form 2 – Revise to show a total of $24,596 and delete $2000 in Row 9.1, Column c.
3. Form 2 – Provide an indirect cost plan ($2000 budgeted for indirect costs).
4. Form 3 – Revise to show a total of $112,050. Maximum budget for rehab services in row 8 will be $22,410.
5. Form 3 – Will the ERR be paid out of Admin?
6. What if the County needs to move someone out of their home during rehab work? There is no budget for temporary relocation expenses.
7. Form 8 – Given that the County has typically spent $30-40K on each rehab, I would recommend we write the scope of work to finish 3 units, not 4. Need to revise this form to adjust number of units and people to be served. Also should mention that the maximum amount of rehab work allowed is $75K (in HRGs), but the average for this project will be about $37,000.
8. Q: Does the County allow rehab work in flood plains?

9. Form 12 – numbers need to reflect housing units (3), not people.
10. Certification – This document needs to be signed and submitted to ADOH.
11. Disclosure Report – Last page needs to be filled out, and the Board Chair needs to sign it. Re-submit to ADOH.
12. Public Participation – In the future, all publications should include a TDD or TTY number for communication.

The attached Draft Scope of Work includes the relevant HUD Performance Measurements required as a part of project compliance. ***Signatures from both your contract administrating staff and local government authorized signatory are required indicating your review and approval of the Draft Scope of Work. The signed Draft must be returned with your response to this letter.***

The Department looks forward to working with you on this project. If you have any questions, please contact me at (602) 771-1043 or via email at noels@housingaz.com

Sincerely,

Noël

Noël Schaus
Community Development and Revitalization Programs Specialist

cc: Katherine E. Blodgett, Community Development and Revitalization Programs Administrator
Dave Fletcher, Director, Division of Health and Community Services, Gila County

SCOPE OF WORK

Gila County – Owner Occupied Housing Rehabilitation

Activity #1 - Administration **$24,596 CDBG**

To carry out all required actions to administer activities funded from the **FY 2008 CAAG Regional Account for Gila County.** Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 – Owner Occupied Housing Rehab (OOHR) **$112,050 CDBG**

To use CDBG funds to rehabilitate approximately 3 single-family, owner-occupied homes within the unincorporated areas of Gila County (excluding Reservation land). Assistance will be provided in the form of forgivable, non-interest bearing deferred payment loans. Participants will be selected from a Gila County Housing Rehab list, on a first-come, first served basis.

Gila County staff will provide all rehab services and will competitively procure qualified, license and insured contractors to provide all construction services.

This activity will meet the Housing Low to Moderate Income National Objective (LMH) and will benefit approximately 3 households (6 people) all of which are low-to-moderate income.

HUD Performance Measures

Objective: Decent, Affordable Housing

Outcome: Improve Affordability

Indicator(s): Number of Low-Mod Households Served

Data Collection Methodology: Inspection of rehab performed.

_____

Signature of CEO for the Unit of Local Government Date

_____

Signature of Contract Administration Staff for the Unit of Local Government Date

ARF-727 **Consent Agenda Item Item #: 3- D**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	Daisy Flores, County Attorney	Submitted By:	Liz Fetterman, County Attorney
Department:	County Attorney		
Fiscal Year:	2012	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2011 - June 30, 2012		
Grant?:	No		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

FY 2012 Victims' Rights Program Award Agreement No. AG# 2012-004 with Office of the Attorney General.

Background Information

Monies are distributed and received by the Attorney General pursuant to A.R.S. 41-2401 and A.R.S. 8-418 and constitute a continuing appropriation. These monies are also subject to legislative appropriation. The allocated funding received from the Attorney General's Office provides for salary and employee-related expenses of a full-time Victim Advocate /Notification clerk within the Gila County Attorney's Office. FY 2012 award in the amount of $33,350 has no financial impact on Gila County and requires no matched funds from the County.

Evaluation

The award of $33,350 is used to cover existing employee salaries and employee related expenses commencing July 1, 2011, and terminating on June 30, 2012. The funding agreement is used to support costs of implementing victims' rights laws mandated by the provisions of Arizona Revised Statutes Title 13, Crime Victims' Rights, and Title 8, Victims' Rights for Juvenile Offenses.

Conclusion

The intent of the program funds is two-fold - one, to provide financial support to the Gila County Attorney's Office charged with performing the duties under A.R.S. Title 13 and A.R.S. Title 8, and two, to encourage efficient and effective use of resources to meet statutory requirements aimed at ensuring victims' rights and access to justice. Mandated services provided to victims include, but are not limited to, notification of all court hearings, court escorts, victim compensation, provide emotional support, assist in transportation, scheduling interviews with prosecutor and to assist with any other social service needs. These funds are essential to carrying out these duties.

Recommendation

It is recommended by the Gila County Attorney that the Board accept and approve the FY2012 Victims' Rights Program Award Agreement No. AG#2012-004 in the amount of $33,350 for the salary/benefits of a full-time Victim Advocate in the County Attorney's office.

Suggested Motion

Approval of FY 2012 Victims' Rights Program Award Agreement No. AG# 2012-004 between the Gila County Attorney's Office and the Arizona Attorney General's Office in the amount of $33,350 to cover the existing salary and employee-related expenses for a full-time advocate, with no cash match funds required, and for the period July 1, 2011, through June 30, 2012.

Attachments

Link: VRP Award Agreement

State of Arizona
Office of the Attorney General
FY 2012 Victims' Rights Program (VRP)

AWARD AGREEMENT

A.G.#: 2012-004

RECIPIENT

Name:	Gila County - County Attorney's Office
Contact:	Liz Fetterman, Victim Witness Coordinator
Address:	Gila County Attorney's Office 155 South Broad Street Globe, AZ 85501
Award Amount:	$33,350
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting Prosecutorial as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- *Victims' Rights Fund.*

This AGREEMENT is made this first day of July 2011, by and between the Arizona Attorney General, and the Gila County Attorney's Office, the "Contractor", to commence on July 1, 2011 and terminate June 30, 2012. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown AWARD subject to Contractor's agreement as follows:

I. The Contractor agrees:

A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7.

B. Award funds will be used only for *allowable costs* that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties *(services)*, as described in the *Program Guidelines - Section IV*, and as specified in Contractor's approved $33,350 award budget as follows:

Personnel:	$23,511.75	.705 Victim Services Secretary
Benefits:	$9,838.25	
Consulting:		
Operating:		
Equipment:		

C. To complete and submit, on or before August 10, 2012, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).

D. To comply with FY 2012 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.

E. To allow (a) representative(s) of the Attorney General to make site visits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.

F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. § 35-214.

G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.

H. In the event that a federal or state court or administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the program, the Contractor will forward a copy of the findings to the Attorney General within ten calendar days of the written findings.

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

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

K. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

A. To use arbitration in the event of disputes and to the extent required by A.R.S. § 12-1518.

B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.

C. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 12, 2011, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding. Every payment obligation of the Attorney General 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 the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

D. Any and all award funds not expended by June 30, 2012, will be returned to the Attorney General.

E. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL:

John Stevens, Administrative Project Manager	7/12/11 Date

FOR THE CONTRACTOR:

Signature	Michael A. Pastor, Chairman Printed name and Title	Date
Bryan Chambers Legal Counsel for Contractor (if applicable)		Date

ARF-717 **Consent Agenda Item Item #: 3- E**

Regular BOS Meeting

Date: 08/15/2011

Submitted For:	Shane Stuler, Environmental Health Manager		
Submitted By:	Shane Stuler, Health & Emergency Services Division		
Department:	Health & Emergency Services Division	Division:	Health Services
Fiscal Year:	2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	7/1/11-6/30/12		
Grant?:	Yes		
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Contract No. HG752219 with Arizona Department of Health Services to continue funding for Prop 201 Smoke Free AZ

Background Information

This contract started in May 2007 with the passing of Prop 201 that made smoking in public buildings, restaurants, bars and places of employment illegal. This is an annual contract based on a tobacco tax that was part of Proposition 201 to fund its enforcement.

Evaluation

Approval of the continuation of the contract will allow the Gila County Division of Health and Emergency Services to continue to educate the public on the Smoke Free AZ rules and to investigate complaints of possible infractions of the Smoke free AZ rules.

Conclusion

To comply with County policies and procedures the continuation of the Smoke Free AZ contract is being presented to the Board of Supervisors for approval.

Recommendation

The Health and Emergency Services Division Director recommends that the Board of Supervisors approve the continuation of the contract with the Arizona Department of Health Services to provide education and complaint investigations of Propostion 201 Smoke Free AZ.

Suggested Motion

Approval of Contract No. HG752219 between the Gila County Division of Health & Emergency Services, Health Department, and the Arizona Department of Health Services in the amount of $51,160 to continue the funding of the Prop 201 Smoke Free AZ Contract for the period July 1, 2011, through June 30, 2012.

Attachments

Link: Contract No. HG752219 with Arizona Department of Health Services

Link: Prop 201 Terms and Conditions and background information

CONTRACT RELEASE

ProcureAZ Purchase Order No.: HG752219:2
Organizational Reference No.: E0015328
Issued: 07/19/2011

VENDOR

Vendor Number: 000015184
Gila County Health Department
5515 South Apache Avenue
Suite 100
Globe, AZ 85501

Contract No.: HG752219
Title: Prop 201 - Smoke Free - Gila County

SHIP TO

Arizona Department of Health Services
EDC - Office of Inspection and Compliance
150 N. 18th Avenue, Suite 130
Phoenix, AZ 85007
US
Email: procure@azdhs.gov

(602) 364-3292

BILL TO

MAIL INVOICE IN DUPLICATE TO:
Arizona Department of Health Services
EDC - Office of Inspection and Compliance
150 N. 18th Avenue, Suite 130
Phoenix, AZ 85007
US
Email: procure@azdhs.gov

(602) 364-3292

Release Instructions

TERMS AND CONDITIONS set forth in our Bid, Quotation, or Purchase Order are incorporated herein by reference and become a part of this order.

Solicitation (Bid) No.:

Payment Terms: Net 30

Shipping Terms: As Specified

Delivery Calendar Day(s) A.R.O.: 0

Item	Description	Requisition	Quantity	Unit	Unit Price	Total
1	Class-Item 948-34 PROP 201 SMOKE FREE AZ Contract # HG752219 through 6/30/12 PO Period 7/1/11 - 6/30/12		1.00	YR	$ 51,160.00	$ 51,160.00

TOTAL: $ 51,160.00

Approved By: Cindy Sullivan
Phone No.: (602) 542-2934

IN WITNESS WHEREOF, the parties hereto have agreed to approve Contract No. HG752219 between the Gila County Division of Health & Emergency Services, Health Department, and the Department of Health Services in the amount of $51,160 to continue the funding of the Prop 201 Smoke Free AZ Contract for the period of July 1, 2011, through June 30, 2012.

By:_____

Name: Michael A. Pastor

Title: Chairman of the Board of Supervisors

ATTEST

By: _____

Name: Marian Sheppard

Title: Chief Deputy Clerk, Gila County

APPROVED AS TO FORM

By: _____

Name: Bryan B. Chambers

Title: Chief Deputy County Attorney
For: Daisy Flores, Gila County Attorney

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: HG752219	Amendment No 5	Procurement Specialist Cindy Sullivan

Proposition 201 Smoke Free Arizona Act

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Price Sheet, Amendment Four (4), Page Two (2) is replaced by revised Price Sheet, Amendment Five (5), Page Two (2) The Price Sheet reflects a total decrease of $5,684 00 due to a reduction in funding that is correspondent with a reduction in services and deliverables

   1 1 An additional line of the Price Sheet shall be added, titled "Estimated Quarterly Amount" in the amount of $12,790.00

All other provisions of this agreement remain unchanged.

Gila County Health Department
Contractor Name

1400 East Ash Street
Address

Globe AZ 85533
City State Zip

CONTRACTOR SIGNATURE
In accordance with A.R S 35-391 06 and A.R S 35-393 06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran

Contractor Authorized Signature

Michael A. Pastor
Printed Name

Chariman, Board of Supervisors
Title

CONTRACTOR ATTORNEY SIGNATURE
Pursuant to A R S § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

6-3-2010
Signature Date

Bryan B. Chambers
Printed Name Chief Deputy County Attorney

This Intergovernmental Agreement Amendment shall be effective the date indicated The Public Agency is hereby cautioned not to commence any billable work or provide any material service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory

State of Arizona

Signed this 2nd day of July 2010

Christine Ruth
Procurement Officer

Attorney General Contract No PIGA2010000344, which is an Agreement between public agencies has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona

6/29/10
Signature Date
Assistant Attorney General

Printed Name: Ronald E. Johnson

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

PRICE SHEET/FEE SCHEDULE

Type of Unit	Unit Rate
Budget Periods: 7/1 – 6/30	
Education and Compliance Activities	$51,160 00
Estimated quarterly amount	**$12,790.00**
Not to exceed Annual Total	**$51,160.00**

Note: If the Contractor has unused funds from the previous quarters, the Contractor shall carry forward the funds to the following quarters, up to the term of the budget period.

All expenses are inclusive of any travel and travel related expenses

Authorization for Provision of Services: Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent The Purchase Order will indicate the Contract number and the dollar amount of funds authorized The Contractor shall only be authorized to perform services up to the amount on the Purchase Order ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Contract No.: HG752219 | Amendment No.: 1 | Procurement Specialist: Elizabeth Casteel

Proposition 201 Smoke Free Arizona Act

Amendment Date: 05/09/07

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Replace Pages 12-14, Scope of Work with Amendment 1, Pages 2-4, Scope of Work. This is to eliminate the enforcement provisions of the original document.

2. Replace Page 15, Price Sheet with Amendment 1, page 5, Price Sheet. The reduction reflects the elimination of enforcement requirements.

All other provisions of this agreement remain unchanged

Gila County Health Department
Contractor Name

1400 East Ash Street
Address

Globe | AZ | 85533
City | State | Zip

Authorized Signature

Jose M. Sanchez
Print Name

Chairman, Board of Supervisors
Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

5-24-07
Signature | Date

Bryan Chambers, ~~Chief~~ Chief Deputy County Attorney
Print Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this 27th day of June 2007

Procurement Officer

Attorney General Contract No.: KR07- 0579 -EHS, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

6/26/07
Signature | Date

Elizabeth Dietz | Assistant Attorney General
Print Name

RESERVED FOR USE BY THE SECRETARY OF STATE

NO. 28842
Filed with the Secretary of State
Date Filed: 6-28-07

Secretary of State
By:

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX
	Contract No.: HG752219	Amendment No.: 1	Procurement Specialist: **Elizabeth Casteel**

1. BACKGROUND

The Arizona Department of Health services (ADHS) has been assigned the duties of implementation, education, compliance and enforcement of Proposition 201 Smoke-Free Arizona Act. As a part of this initiative the Department has determined the most effective and expeditious methodology is to implement the program in partnership with the County Health Departments (CHD). The CHD shall provide an education component, and respond to written, on-line and telephone complaints or other means of communications directly received from the public as provided in the county delegation authority.

2. OBJECTIVE

The objective is to provide education and compliance activities in accordance with the Smoke Free Arizona Act.

3. SCOPE OF SERVICES

The CHD shall educate businesses, bars (public places), citizens and food establishments under permit within their jurisdiction with respect to the Smoke Free Arizona Act.

The CHD will determine compliance with the Act through inspections and investigations.

The CHD shall identify violations in accordance with Arizona Revised Statute (A.R.S.) § 36-601.01 and Arizona Administrative Code (A.A.C.) R9-2-101 through R9-2-112.

The CHD will provide an annual report to ADHS that includes the number of educational services provided, the number of compliance activities as outlined in the *Delegation Agreement between Arizona Department of Health Services and the County Health Department* herein after referred to as Delegation Agreement, pertaining to Environmental Health functions.

The initial budget period for this contract is for 14 months: two (2) months for fiscal year (FY) 2007, commencing May 1, 2007 through June 30, 2007, and then 12 months for FY 2008, commencing July 1, 2007 and ending June 30, 2008. Each budget period thereafter shall be on the State Fiscal Year of July 1, through June 30, of each year.

4. TASKS

The CHD shall:

1. Provide educational information about the Smoke Free Arizona Act to the businesses, bars (public places), citizens and food establishments under permit within the County.

2. Document and maintain records of:

   a. The educational activities by the number of presentations, number of participants, number of consultations and counseling provided and the number of media contacts.

   b. Prop 201 Act compliance inspections/verifications, including those done during food establishment inspections.

   c. The number of complaints received and the category of the complaint as outlined in the Delegation Agreement.

   d. The number of complaint inspections completed and the category of the complaint inspection as outlined in the Delegation Agreement.

3. Track complaints using the smokefreearizona.org complaint tracking system.

4. Investigate all complaints by inspection or written notice.

5. Perform complaint inspections in accordance with established time frames as outlined in A.A.C. R9-2-108 in response to public complaints and as requested by the ADHS.

6. The CHD will forward all documentation of complaint inspections and investigations with any findings, recommendations, etc, for ADHS to evaluate and consider for enforcement actions.

7. Prepare and submit:

   a. Contractor's Expenditure Report (CER) (form to be provided by ADHS). The first CER will include the period of May 1, 2007 through June 30, 2007 then quarterly thereafter.

   b. A CER/invoice requesting cash advance of funds for the first two (2) months, then submitted quarterly thereafter.

8. Prepare and submit an annual report (format provided by ADHS) summarizing all programmatic activities for the program each budget year starting May 1, 2008.

5. UNOBLIGATED/UNEXPENDED FUNDS

Any funds provided to the county and determined to be unobligated/unexpended and remaining after the state fiscal year (SFY) budget period, must be returned to the ADHS in accordance with A.R.S. § 36-601-01(L)(2). Per statute, these returned funds "...shall be deposited in the tobacco products tax fund and used for education programs to reduce and eliminate tobacco use and for no other purpose".

The CHD shall within sixty (60) days after the end of SFY budget period:

1. Provide a complete accounting of all expended funds and any outstanding obligations.

2. Return the unobligated/unexpended balance to ADHS, if applicable.

The expenditure and obligation shall be restricted to services performed within the appropriate budget period.

6. REFERENCE DOCUMENTS

A.R.S. § 36.601.01 and A.A.C. R9-2-101 through 122. The rules will be provided by ADHS until published by the Secretary of State.

7. STATE PROVIDED ITEMS

ADHS shall provide:

1. Smokefreearizona.org website, which provides:

   a. Information, including signs and brochures for download, and

   b. Electronic submission of complaints.

2. Smoke Free Arizona signs (no smoking) to be used for:

   a. Business and public places,

   b. Restaurants and bars, and

   c. Vehicles used for business purposes.

3. Informational brochures for:

   a. The general public and

   b. Businesses, restaurants and bars.

Signs and brochures will be available upon request from ADHS.

8. DELIVERABLES

The County Health Department shall submit:

1. A CER on a quarterly basis (form provided by ADHS). The first CER will be for the period May 1, 2007 through June 30, 2007 then quarterly thereafter.

2. A CER/invoice requesting quarterly advance payments.

3. An annual report summarizing all programmatic activities from May 1, 2007 to April 30, 2008 by May 10, 2008, and annually on May 10 thereafter.

9. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES

1. Notices, correspondence, reports and invoices/CERs from the Contractor to ADHS shall be sent to:

   Smoke Free Arizona Program
   Arizona Department of Health Services
   150 N 18th Ave Ste 430
   Phoenix, AZ 85007
   602-364-3130
   602-364-3146

2. Notices, correspondence, reports and payments from ADHS to the Contractor shall be sent to:

   Gila County Health Department
   David Fletcher
   1400 East Ash Street
   Globe, AZ 85501
   Phone: 928.425.3189
   Fax: 928.425.0794

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX
	Contract No.: HG752219	Amendment No.: 1	Procurement Specialist: **Elizabeth Casteel**

Price Sheet

Type of Unit	Total
Budget Period: 5/1/07 – 6/30/07	
Education and Compliance Activities	$ 11,145.83
Subsequent Budget Periods: 7/1 – 6/30	
Education and Compliance Activities	$ 66,875.00

1. All expenses are inclusive of any travel and travel related expenses.

2. **Authorization for Provision of Services:** Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

ARF-765 **Item #: 3- F**

Regular BOS Meeting

Date: 08/15/2011

Reporting Period: December 7, 2010, BOS Meeting Minutes

Submitted For: Marilyn Brewer, Deputy Clerk, BOS

Submitted By: Marilyn Brewer, Clerk of the Board of Supervisors

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Information

Subject

December 7, 2010, BOS Meeting Minutes

Suggested Motion

Approval of the December 7, 2010, BOS meeting minutes.

Attachments

Link: BOS 12-07-10 Meeting Minutes

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: December 7, 2010

MICHAEL A. PASTOR Chairman	**JOHN F. NELSON** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Marilyn Brewer Deputy Clerk
SHIRLEY L. DAWSON Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman; Shirley L. Dawson, Supervisor (via phone conference); Don McDaniel, Jr., County Manager; Marilyn Brewer, Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors hearing room. Tommie Martin led the Pledge of Allegiance.

Item 2 - Presentation/Discussion regarding Redistricting of Gila County and Proceeding with an Application to the Department of Justice to Bailout from Section 5 Obligations Pursuant to the Voting Rights Act of 1965.

Linda Eastlick, Elections Director, introduced Tony Sissons, President/Owner of Research Advisory Services, Inc., Phoenix, Arizona, and Bruce Adelson, Attorney at Law/CEO of Federal Contract Compliance in Potomac, Maryland. Ms. Eastlick stated that both of these gentlemen worked with Gila County on the redistricting process in 2000, although at the time Mr. Sissons was working for the County on the submissions side and Mr. Adelson was working for the U.S. Department of Justice on the review side; however, Mr. Adelson now has his own private company. These 2 consultants will serve as legal and process consultants for the current Gila County Redistricting process. Mr. Sissons began a PowerPoint presentation entitled "Redistricting of Supervisor Districts." Mr. Sissons provided a brief background on himself and Mr. Adelson and what the role of each would be during Gila County's redistricting process. He explained that Gila County has to redistrict for the following 2 reasons: 1) the U.S. Constitution, under the principle of "one person, one vote" requires that the districts from which we elect representatives be equal in population, and 2)

the County must redistrict after every decennial census and whenever there is a change in the number of districts. The official estimate of Gila County population in 2009 was 57,204, which shows an increase of 11.4% since 2000. If that population figure turns out to be close to the official Census count, each supervisorial district's ideal size would be estimated to be 19,068, which includes all people, regardless of age, eligibility to vote, or citizenship. Chairman Pastor stated that since there has been a challenge as to the legality of the citizenship of a resident, he wanted to know the reason Mr. Sissons was stating that citizenship has no basis in the Census. Mr. Sissons explained that every decade there are many challenges to the way the Census Bureau administers its responsibilities of counting population for representation. If there are people that are in this country without a legal right to be here, the greatest likelihood is that they never answered the Census in the first place. The Census Bureau has done studies on this to look at the self-exclusion and the reasons for same and the Census Bureau has never lost a court case to date. Chairman Pastor also inquired about part-time residency. Mr. Sisson replied that the instructions the Census Bureau gives to its enumerators is that it is up to the respondent to decide where they live, but the guidance that the enumerator will give is how many nights out of the year does the resident spend in one place versus the other place and whatever that predominance is, the Bureau will then consider that to be the residence of that person. Mr. Sissons continued with his presentation by stating that in the past, district populations could vary as much as 10% without having to give an explanation; however, in 2004, a Federal court decision in a Georgia case reduced the allowable variance. Block-level redistricting allows flexibility to achieve a small variance. To comply with the Federal Voting Rights Act, Gila County must draw new districts that have "neither the purpose, nor the effect, of diluting the voting strength of racial, origin or language minority populations." To avoid "retrogression" in minority voting strength, it must be understood what "benchmark" minority proportions are that the U.S. Department of Justice (DOJ) will be using. The DOJ looks at the minority populations that exist today (2010 Census) in the most recently pre-cleared districts, not at the proportions that existed when the districts were drawn. Those proportions won't be known until the 2010 Census data arrives in March 2011. Mr. Sissons stated that in 2000, the voting-age minority populations in Gila County were as follows: District 1 - 5.94%; District 2 – 28.48%; and District 3 – 47.70%. None of the districts were "minority-majority," but District 3 was close. The 2010 Census will provide information as to whether population shifts during the decade will now require drawing a minority-majority district. In regard to redistricting principles, Mr. Sissons stated that as a result of laws and court cases, certain common "district design" rules have evolved. In some circumstances, these rules can conflict with each other. It will be up to the Board of Supervisors to prioritize how it wants the districting principles applied. The discussion and adoption of those priorities should be held in a public session. He then explained both the common and less common redistricting principles. The courts and the DOJ want the redistricting process

to be an assertively public process and the public record should clearly demonstrate that Gila County paid attention to its residents and did not just "give lip service" to public input. He stated that the preliminary studies will include examining, mapping and documenting the physical and demographic makeup of Gila County; examining County and DOJ records to get a complete picture of the County's preclearance history; and then catalog recent state, county and city election results at the precinct level. When the Census data arrives, the population, race and ethnicity values in the current districts will have to be determined along with the size of population shifts necessary to equalize districts. The minority race proportions in each current district will also have to be determined as well as the permissible population movements necessary to equalize district populations without diminishing minority voting strength. Finally, the magnitude and extent of any racially-polarized voting will have to be examined. Mr. Sissons stated that there will have to be a major outreach to all of the community leaders to explain the process, determine their expectations, and encourage their participation and leadership. Also, a contact list of people and organizations will have to be developed as suggested by key leaders. Public information will be prepared to include maps illustrating topics examined in the preliminary studies; information handouts/booklets describing the various aspects of the redistricting process; as well as citizen redistricting kits, which will include a printed booklet of instructions, data and foldout base maps along with a redistricting map on the County's website. Initial meetings will be held with the Board and elected officials in the form of a work session to go into more detail on the process, legal setting, roles and responsibilities; to discuss districting principles; and to obtain Supervisors' direction on priority ranking of districting principles. This will be followed by individual meetings with Board members and staff to obtain input on possible or preferred configuration of districts. The first round of resident 30-minute public hearings/workshops will include 3 meetings, one in each of the current districts. The meetings will include viewing exhibits, a short presentation on scope, purposes, process, timelines and legal issues; stressing that no maps have been drawn yet and that the request for input in genuine; and invite citizens to try their hand at drawing their perceptions of 'communities of interest' important to them on tracing paper laid over County maps. This will be followed by the County analyzing the plans and community-of interest maps submitted by citizens, preparation of 3-4 alternate plans and then have the proposed alternate plans published. A second round of resident 30-minute public hearings/workshops will again include 3 meetings, one in each of the current districts and will include a short formal presentation that describes the features of each plan; stresses the extent to which plans incorporate ideas gathered in various public-input meetings; and describe ways for citizens to register their views or choices of plans or plan features and, in this case, that would be with the redistricting committee. The consultants and County staff will be present to answer questions. After all the meetings are held, then the consultants will prepare final versions of 2-3 plans for consideration by the Board. The plans will be displayed on the County's website and in the

newspapers. The public will be invited to send in comments and to attend the plan adoption meeting. At a regular meeting of the Board, the redistricting committee along with the consultants and staff will present plans to the Board at a meeting held specifically for that purpose. The consultant team's preclearance expert will examine the adopted plan for compliance with the new DOJ Section 5 regulations. In conclusion, Mr. Sissons stated that the consultants will prepare the preclearance application files and exhibits requested by the County Attorney because the submission on the County's behalf has to be prepared by the County Attorney. Daisy Flores, County Attorney, inquired about the time frame and when she should expect a final decision. Mr. Sissons stated that the supervisorial plan should be adopted in early December 2011. Chairman Pastor stated that Mr. Sissons mentioned providing technical and legal assistance to the Gila County staff and redistricting committee, if one is formed, and inquired if it is required to have a redistricting committee or if that was just a recommendation. Mr. Sissons replied that to his knowledge it is not a requirement, but a committee was used for the 2000 Census. Upon inquiry by Vice-Chairman Martin as to when the Census data will arrive, Mr. Sissons stated that it should arrive any time after March 15, 2011, because the Census Bureau is required to have all of the data to all the states where it then gets passed down to the jurisdictions and that deadline is April 1, 2011. Vice-Chairman Martin stated that the only other special district in Gila County that is population based is the Gila County Community College District (GCCCD); the other districts such as fire and water are land based. She inquired if the GCCCD would be included. Mr. Sissons stated that even judicial districts are not required to balance their populations, but any changes to those districts are still subject to the DOJ preclearance. The GCCCD will be included; however, 10 years ago when the County did the supervisorial districts, the GCCCD had not come into existence. When the map was drawn by staff with the College's 5 districts, he was asked to review it and it was done on the basis of whole precincts. He stated it will be a matter of whether the County and the GCCCD can come to an agreement as to which entity will actually manage the process of drawing those districts. Mr. Sissons stated that because GCCCD's maps were drawn so recently, they probably won't need to be redistricted because the populations would be approximately the same. His advice would be, and he will check, that they will need to be redistricted because it is highly unlikely that they will still be in population balance. Vice-Chairman Martin stated that she would like to have that information. Mr. Sissons stated that it was not part of his contract at this point and the issues that arise out of whether or not the Board gives the redistricting advisory committee the responsibility to do those and should they run a parallel process or do one after the other are decisions that will need to be made internally. Vice-Chairman Martin inquired whether there would be a different committee for that or whether the same committee would be used. Mr. Sissons replied that a separate committee could be created and he was thinking in terms of not so much the DOJ view of things, but possible court challenges. He stated that redistricting is one of those processes in which

some people can feel like they have been really aggrieved by the outcome and decide to take it to court, so it has to be looked at by how the process would be viewed by the court, which he would refer to the County Attorney. Vice-Chairman Martin inquired if Mr. Sissons would recommend that the County look at the judicial district. Mr. Sissons replied that by looking at a map, he could sort of plot and analyze them, but they really are sized and proportioned to administrative activity within the district. The matter of representation is not a constitutional matter; it's simply a decision by the U.S. Supreme Court many years ago that judicial districts of any sort would not have to comply with 'one person, one vote.' Supervisor Dawson stated that the County is embarking on a very complicated process. She was reviewing the guidelines of forming the redistricting committee, which she knows will be a challenging process. Supervisor Dawson stated that she believes the Board is going to ask for people to submit their names if they are interested in serving on this committee. She inquired how often the redistricting committee would have to meet during this 6-8 month process. Mr. Sissons stated that they would probably need to meet approximately 8 times because they would be the ears and eyes of the process for each of the 6 public meetings and would probably be involved in a couple of meetings before those 6 meetings. The committee would also be involved in presenting the plan to the Board. Supervisor Dawson stated that because of the way the County is divided with isolated small populations of Native Americans on either side of the Salt River Canyon, in Canyon Day, Cedar Creek, Carrizo Creek and Cibecue, she inquired if they should be represented on this committee also. Mr. Sissons stated that in reading the rules that staff have come up with that parallel the state rules on selecting a committee, he believes one of the requirements is that there be 3 members from each of the 3 supervisorial districts. In terms of appearance, it would probably be a very good idea to make sure that each of the racial minorities within the County are accounted for in the composition of the committee to the extent that is possible. Bill Rapport, Mayor of the Town of Star Valley, questioned, "Will you be able to select people from each individual area, town, etc. in each district to be represented on this committee and who would make the final decision?" Mr. Sissons stated that as he understands it, people generally will be invited to put in an application to be on the committee and the final decision will be the prerogative of the Board of Supervisors. Chairman Pastor stated that in regard to having the committee represent the entire County, he believes that further on in the work session and through the discussions this morning, "We will be able to figure out some kind of process that we want to develop in order to recruit folks from all over the County." Chairman Pastor stated that there has been some mention of a radio campaign to see if people want to volunteer and in his community meetings, he's going to encourage those people to submit a letter requesting the opportunity to serve. Ms. Eastlick stated that this is just the kickoff meeting and there will be further discussions with the Board on recommendations on the appointments. She has some preliminary guidelines as to how the committee should be developed. Mr. Rapport wanted to ensure that he is kept informed of the

process. Vice-Chairman Martin stated that even though there will be a formal committee, nothing precludes the communities from coming together and providing input into the process. Mr. Sissons stated that the committee will be a very visible conduit for the opinions of the residents and during the last redistricting process there were several groups that drew complete County-wide plans so he does expect that to happen. Mr. Adelson then addressed the Board and explained that his role will be to manage all of the consultants that manage the process working with the County and the County Attorney's Office to ensure that everything is done properly so the County doesn't get in trouble. He then explained the reason the County has to deal with the DOJ in getting preclearance before any changes can be implemented. Mr. Adelson stated that redistricting is thought to be the highest priority for the DOJ to review. Having reviewed all of the County submissions during the last round as the team leader for the DOJ's review of the state-wide legislative and congressional plans, Mr. Adelson knows that mistakes were made and he wants to avoid those same mistakes to ensure that the DOJ does not enter an objection. If the DOJ objects to a redistricting plan, then the County is legally prohibited from using it. If the DOJ requests additional information in writing, then that delays the possible implementation of the plan. The DOJ is the boss of the process and nothing can happen until the DOJ approves the plan. He assured the Board that in working through the process, those mistakes will not be made. Mr. Adelson also stated that this process will take approximately 1 year as the data will not be available for another 4 months. It will take months to develop a plan, and it will take a significant amount of time to prepare the plan for submittal to the DOJ and then the DOJ has to preclear the plan. He stated that the ideal situation is that the plan is precleared and everything is all set a year from now because then the County has to have its candidate qualifying dates that have to be met the following year. He explained that the State of Arizona, because of the delays in getting information requested by the DOJ, caused a delay in the plan process and the candidate qualifying dates were all missed. Jesse Bryant, a reporter for KQSS Radio, inquired, "Are candidates and elections pretty much up in the air until this process is finalized? What is the expectation of a candidate that might be on the fringe of a district now that could potentially be excluded when the process is done?" Mr. Adelson replied, "I think the expectation is that all the lines will likely change. How they change and where they change, we can't predict. So if someone is in a particular district now, that person may or may not be in that district when the data comes out and we do all of our analyses. The redistricting requirement applies to every jurisdiction in the state that elects by district." He stated that this is a decennial process that involves millions of people across the United States every 10 years; it is a very complex and complicated process with a high level of analysis. If there is a bump in the process from the DOJ or a lawsuit, then that's problematic and everything else could be delayed; elections could be delayed; candidate qualifying could be delayed and the County or any jurisdiction could find itself in a great deal of difficulty. Chairman Pastor inquired that with boundary lines possibly changing and if a person is in a

position or an office with a term that extends past 2012, will that person serve out his/her term and then the change is made for the new district or after the term is expired? Chairman Pastor stated that he was inquiring because there are some overlapping terms at the Gila County Community College District that go beyond 2012. Mr. Adelson stated that all of those things are a part of the calculation that goes into redistricting, which is a very complex process. He stressed that by federal law all entities that redistrict have the burden of showing that they are not violating federal law and that they are not discriminating. He stated, "You have to prove that. DOJ doesn't have to prove it or disprove it. You do. And if you don't prove it, you lose." He also emphasized that DOJ decisions are final and not appealable. The only alternative is to go to court and ask the court to grant permission to use an interim plan temporarily, but the court cannot overturn the DOJ objection. Mr. Adelson then explained in more detail about the provision in the Voting Rights Act, Section 5, which deals with the bailout process or becoming exempt from preclearance. He explained that every jurisdiction in Arizona that is covered by Section 5 has the legal right to apply to bailout; however, cities, school districts and other sub-jurisdictions below the County level can bail out without being tied to the County. In order to bail out successfully, the County must have a clean record for 10 years of Section 5 preclearances by the DOJ including all sub-jurisdictions within the County. The County cannot bail out on its own. The DOJ also does not have a problem with retroactive preclearance. However, if there is any discrimination in the past that hurt the rights of minority voters, then the County could not bail out and the process stops. He then explained the process that the DOJ goes through to approve a bailout. Once the bailout has been approved by the DOJ, then the County and the DOJ file a joint lawsuit with the federal court in Washington. It's a consent lawsuit, so it's non-adversarial. The court then signs an Order, which allows the County to bail out and once the County is out from under Section 5, it is out forever unless it should do something blatantly discriminatory, which has never happened before. Vice-Chairman Martin inquired about sub-jurisdictions such as fire districts and water districts that are bound by land barriers and not population barriers and whether they have to opt out. Mr. Adelson stated that any district that holds its own elections is covered by the Section 5 requirements. Vice-Chairman Martin inquired who would help these sub-jurisdictions through the bailout process because they wouldn't have any idea how to do same? Mr. Adelson stated that in his experience, the smaller the jurisdiction, the less experience they have with the intricacies of Section 5 and his part in working with the County on bailout will be to help these jurisdictions to understand what federal law says and what needs to be done in order to move forward with the bailout. Ms. Eastlick advised that tonight at 6:30 p.m. a meeting will be held in the Globe Board of Supervisors' hearing room and also by ITV in Payson in which all special districts, school districts, cities and towns have been invited to attend and learn about the whole bailout process and she hopes that at least 1 member from each district will be participating. In order to proceed with the bailout, these districts' assistance

will be needed to provide information to put together the retroactive submissions. Ms. Eastlick also encouraged the Board to attend. Chairman Pastor thanked Mr. Sissons and Mr. Adelson for their presentation. No action was taken by the Board.

Item 3 - Presentation/Discussion regarding a report of recently completed Secure Rural Schools Title II Grant, and an analysis and evaluation of potential projects for Secure Rural Schools Title II Special Projects application for 2011 Title II grant funds that will become available in 2011 in the estimated amount of $432,000 for projects in Gila County.

Jacque Griffin, Assistant County Manager/Librarian, explained that the Secure Rural Schools (SRS) Program for 2008-2011 includes provisions for Title II Special Projects on federal lands. This Act authorizes the use of area Resource Advisory Committees (RAC) as a mechanism for local community collaboration with federal land managers in recommending Title II special projects on federal lands. There are 5 eastern counties in Arizona (Apache, Gila, Graham, Greenlee and Navajo) that make up the geographical area for the Eastern Arizona RAC, which consists of 15 members, 3 from each county. The SRS Title II Special Project requests for proposals from these 5 counties are handled by Apache-Sitgreaves Forest Service staff and presented to the Eastern Arizona RAC for its review and recommendations. These projects are then approved through the Secretary of Agriculture or its designee such as a Forest Supervisor or District Ranger and funded through the U.S. Forest Service federal process. Ms. Griffin provided a handout to the Board, which showed that these projects may include, but are not limited to the following: road, trail and infrastructure maintenance or obliteration; soil productivity improvement; improvements in forest ecosystem health; watershed restoration and maintenance; restoration, maintenance and improvement of wildlife and fish habitat; control of noxious and exotic weeds; and reestablishment of native species. The Board, Ms. Griffin and Steve Stratton, Public Works Division Director, discussed the difference in this funding and the Secure Rural Schools funding for Payment in Lieu of Taxes (PILT), which is in conjunction with the County School Superintendent's Office where 5% of those federal funds go to roads and the remainder to education. Ms. Griffin explained that in the past, the SRS Title II was not fully funded, so Gila County's portion was much smaller; however, when the SRS Program of 2008 through 2011 was enacted by Congress as fully funded or more fully funded, that's when the County was entitled to receive these large amounts of money. This set of funding is only for the years 2008-2011 and the amount currently being applied is for 2010 because the federal government lags a year behind. There will be one more year of funding in this process and each year it is 15% less than what was awarded the year before. Last year's funds were $500,000, so this year it is believed the funds will be in the amount of $432,000. Before 2008, the funding was approximately $30,000 for the 5 counties. Vice-Chairman Martin explained how this program was first funded in Oregon and Washington to take

the place of timber sales receipts that were going into a variety of rural counties and the original percentage breakup was to counties that had the higher timber sales and receipts. That was then broadened to all the rural counties. Ms. Griffin stated that last year she came before the Board requesting permission to apply for this money to the RAC and even though it's for the benefit of the geographical area of Gila County, the money does not come to Gila County government unless the County applies for it. In past years, Gila County's portion had gone to a stewardship project on the Apache Sitgreaves National Forest and it is the Apache Sitgreaves Forest District office that administers these grants. Last year there were approximately 10-12 grant applications that were either partially or totally included for the Gila County geographical area; however, the RAC only recommended 2 projects—one for 3 miles of paving of the 512 Road in Young and a small portion for the Tonto Natural Resources Education Center to do some education for the fourth graders. There were other projects that were mostly applied for by the U.S. Forest Service entities and one by the Arizona Game and Fish Department. Mr. Stratton presented a more thorough review of the newly paved 3-miles of the 512 road. The County worked with Jacobs Engineering on the design and it was administered by the Arizona Department of Transportation (ADOT). There was a combination of funds earmarked for this project by former Congressman Renzi along with the RAC money designated for this project. ADOT estimated the cost to be approximately $1.45 million. The successful contractor, Intermountain West from Payson, bid the project at $1.13 million. In order to get the project done prior to snow season and around dealing with the critical habitat, the County had to front approximately $1.45 million to ADOT to do the project. Mr. Stratton then gave a photo presentation of this road, which leads north out of Young and ties into Highway 260. This actual piece of road lies in Coconino County; however, Gila County has an intergovernmental agreement with Coconino County for the maintenance of this portion of the road, as Gila County had already been maintaining it for many years. He stated that ADOT is currently in the process of a 45-day waiting period after reseeding and then it will declare the project finished and reimburse the County for the upfront money. This project will help with the County's maintenance efforts and will also help with the travel for the citizens of Young. There still remains approximately 13 miles of this road that is unpaved. Mr. Stratton stated that he, Steve Sanders, Public Works Division Deputy Director and Ms. Griffin in consultation with the Road Department Superintendent have come up with 8 projects for the 2010 funding. Mr. Sanders has also reviewed how those projects intertwine with the Small Area Transportation Study that was done 4-5 years ago in which Mr. Sanders was the delegate for Gila County. Mr. Sanders then reviewed the 8 projects with the Board. All projects meet the criteria and follow the Small Area Transportation Study as much as possible and are projects on forest roads that deal with pavement maintenance and 1 is regarding a bridge. He stated that 4 of the viable projects are probably not the best projects to apply for with this money. Those projects include the following: 1) construction of a bridge across Oak Creek in Tonto Basin to

provide connectivity to the citizens on the east side, however, the cost of the bridge does not make it feasible as a RAC project; 2) the extension of some paving on the Control Road in Payson, however, it was determined not to be feasible due to a project by the Central Federal Lands Division of the Federal Highway Administration, which is due to begin in April 2011 and finish in December 2011; 3) Vented Ford Crossing on Forest Road 199 (the Houston Mesa Road) at 2nd Crossing, however, it was determined not to be feasible due to an anticipated increase in traffic and no alternate routes available because of the Control Road Bridge Replacement project; and 4) extending the paving of Forest Road 512, however, since this Road benefitted from the last SRS Title II project the County was awarded, it was felt that another project in another area would be more favorably received by the RAC. Mr. Sanders advised that there are 4 other viable projects in no particular order that are identified in the Small Area Transportation Plan, with one exception, for the Board to review.

These 4 projects are as follows:
1) Double Chip Seal Forest Road ~~424~~, corrected to be Road 423, (Cline Boulevard) located on the east side of Tonto Basin, which would consist of a double-chip seal on the unpaved portion (approximately 5 miles) of Cline Boulevard. The existing paved portion of the road (approximately 2.8 miles) would receive a chip overlay. The entire length of the road would be striped and NEPA (National Environmental Policy Act) would be done at an estimated cost of the project to be $400,474.
2) Double Chip Seal Forest Road 55 (Russell Road to Kellner Canyon Road) south of Globe, which would consist of a double chip seal on the unpaved portion of the road (approximately 3.6 miles on U.S. Forest land), NEPA would need to be done, and there are areas of the road that should be realigned to improve geometry and sight distance at an estimated cost of the project to be $423,600.
3) Double Chip Seal Forest Road 291 (Colcord Road), which would extend the paving through a double chip seal to the end of Colcord Road; however, this road is not in the Small Area Transportation Study possibly because it is designated historic in nature and the surface could not be altered until a cultural study and an Historic American Engineering Record (HAER) could be recorded for the road. The cultural study has been completed and the County is moving forward with the HAER document. There are also some areas that would need to be realigned to improve geometry and sight distance. The entire project is estimated to cost $417,021.
4) Mill and Replace Paving on Forest Road 417 (Gisela Road) starting at the intersection of State Route 87 or the forest boundary and going east towards the community of Gisela about 2 miles. While the long-range ultimate goal would be to relocate the road away from the current location and move it away from the wash, at this time it isn't economically feasible. The current pavement of 2 miles is distressed and cracked and it needs to be milled and replaced with new asphalt, but at this time it is hard to determine a cost estimate without knowing the depth of the existing pavement and base material

as it would reduce the cost if there is sufficient base/asphalt. The approximate cost would be $402,212.

Ms. Griffin requested that the Board review these potential projects as she will address the Board on January 4, 2011, at which time she will ask the Board for its priorities on these projects in order to move forward with the grant application. She advised that a Request for Proposals will be issued in mid-January 2011 with a request that the grant applications be submitted by the end of February 2011. The RAC will meet in March 2011 to review the applications. It is definitely a competitive grant process and it is unknown what the other entities will be requesting. Mr. Stratton stated that the Board could also suggest other projects to review and that's the reason for this work session. In the event the Board has other projects, it would allow sufficient time to conduct the research that would be necessary for other projects. Ms. Griffin stated that the group also discussed the idea of submitting 4 projects costing approximately $100,000 each; however, the concern was that each project as it is submitted would be competing with every other project submitted by other entities for the same area and they felt that the RAC would have more opportunity to pick and choose projects that were not necessarily submitted by the County. The best strategic plan was to look for larger projects costing approximately $400,000 that met the criteria and would provide the County with a better chance of being awarded the grant. Chairman Pastor inquired if the other 4 counties in the consortium would be competing for the same money. Mr. Griffin replied that each county has within its geographical area an identified amount of money for that area and of those 5 counties, Gila County's amount of money is the largest; however, the RAC is not bound by law to spend the geographical Gila County money within Gila County. Historically, the RAC has spent the money within the geographic areas. Vice-Chairman Martin stated that she appreciated the time, effort and thought that went into selecting these projects. Vice-Chairman Martin stated that she agreed with the first 4 projects that were not selected based on the reasons given; however, she also felt that the Colcord Road project could also be put off for an additional year because the County is currently working with ADOT on a right-hand turn lane at that location. She would also like to see the paving on Cline Boulevard finished and/or the Gisela Road started although it seems to be a bigger project and the County might want to do more than redo the 2 miles. She also agreed that the Russell Road project was a good project. Chairman Pastor questioned in regard to the Cline Boulevard project in Tonto Basin if the NEPA required would be costly and burdensome. Mr. Sanders stated that he thought the County could get the U.S. Forest Service to do the NEPA because it's on an existing road and not in any undisturbed areas, and it could be done in less than 6-8 months. Chairman Pastor stated that if that entire road was completed, it would give the County some relief because it has been a very labor intensive road to maintain in the past. Mr. Sanders stated that any time the County can put down oil or pave a road and reduce the maintenance, staff can move forward and work on other areas. Don McDaniel,

County Manager, inquired if the lack of NEPA would slow down the Kellner Canyon/ Russell Road project. Mr. Sanders replied that he did not believe it would slow down the process simply because it is also in an already disturbed area. He stated that the Forest Service could be contacted tomorrow on all 4 of these projects to see if there are any potential problems. Mr. Stratton stated that in the past because Russell Road is on a maintenance agreement, the previous Forest Engineer had actually attempted to start allocating money on a yearly basis to pave that road, so he does not believe there would be any environmental problems. He also advised that the District Ranger for the Tonto National Forest has been working with the County and he believes the Cline Boulevard project could be cleared to start as well. Mr. Stratton also noted that when reviewing these projects, the roads that were maintenance problems for the County's road crew were taken into consideration so any of these projects would eliminate a lot of road work. Mr. Stratton also agreed with Vice-Chairman Martin that the Gisela road poses too many unknowns and more research needs to be done. No action was taken by the Board.

At 11:45 a.m., Chairman Pastor called for a 5-minute recess. At 11:55 a.m. Chairman Pastor reconvened the meeting.

Item 4 - Presentation/Discussion regarding the Boards, Commissions, and Committees Report and an analysis and evaluation of each BC&C's current status of compliance with applicable statutes, laws, policies and procedures.

Mr. McDaniel stated that each Board member was provided with a binder that contains all of the information that has been gathered on each one of the identified Boards, Commissions and Committees (BC&Cs) for which the Board of Supervisors is responsible. He reiterated that the Board has a fiduciary as well as a legal responsibility for each of these groups in some fashion. What has been provided is a base report and Mr. McDaniel advised that he would like to review each one with the Board at work sessions over the next few months and include a compliance checklist of critical items that should be tended to by each BC&C. He advised that the Board of Supervisors serves as the Board of Deposit. Mr. McDaniel provided a compliance checklist, which he reviewed with the Board, as follows:

1) Name: Board of Deposit
2) Gila County Staff Liaison: County Treasurer, Chief Deputy Clerk of the BOS
3) Legal basis for establishment: Statutory A.R.S. §35-325
   - Date of creation: N/A
   - Bylaws: N/A
   - Charter: N/A
   - Legal counsel: County Attorney
4) Assigned areas of responsibility: Selects servicing bank for County funds

5) Membership: Board of Supervisors (BOS)
   - Terms of office: Same as BOS
   - Appointing authority: Elected – statute
6) Meeting schedule – As needed
   - Location: BOS Hearing Room, Globe Courthouse
7) Meeting legal posting and advertising: Yes, Clerk of the BOS Department
8) Meeting agendas: Yes, Clerk of the BOS Department
9) Meeting minutes: Yes, Clerk of the BOS Department
10) Funding sources: N/A
   - Amounts: N/A
11) Significant actions and accomplishments: Select servicing bank every 3 years
12) Notes: --

Mr. McDaniel stated that every 3 years or so the Board selects a bank to be the County servicing bank. The Bank is currently JPMorgan Chase, N.A. and is up for consideration in June 2012. Supervisor Dawson inquired if there is a branch of this bank in Payson. Vice-Chairman Martin advised that there is a branch in Payson. Vice-Chairman Martin suggested that the date the servicing bank is up for consideration should be added to this information. Supervisor Dawson inquired about the number of County bank accounts and if that would be under the umbrella of the Board of Deposit. Mr. McDaniel stated that would not be an issue the Board of Deposit would address as it simply establishes the servicing bank for the County. The matter of the number of accounts remains an issue for the County, and the Finance Director has discussed that issue with the County Manager. There are some bank accounts, and most notable is one bank account in which it is uncertain of the person who has authority over it. Work continues on reviewing these accounts and eliminating those with zero balances.

Mr. McDaniel stated that the Board of Supervisors serves as the Board of Equalization. Another compliance checklist was provided by Mr. McDaniel and reviewed with the Board as follows:

1) Name: Board of Equalization
2) Gila County Staff Liaison: County Assessor, Chief Deputy Clerk of the BOS
3) Legal basis for establishment: Statutory A.R.S. §42-16102
   - Date of creation: N/A
   - Bylaws: N/A
   - Charter: N/A
   - Legal counsel: County Attorney
4) Assigned areas of responsibility: Hear appeals to property valuations
5) Membership: Board of Supervisors (BOS)
   - Terms of office: Same as BOS
   - Appointing authority: Elected – statute
6) Meeting schedule – As needed
   - Location: BOS Hearing Room, Globe Courthouse

7) Meeting legal posting and advertising: Yes, Clerk of the BOS Department
8) Meeting agendas: Yes, Clerk of the BOS Department
9) Meeting minutes: Yes, Clerk of the BOS Department
10) Funding sources: N/A
- Amounts: N/A

11) Significant actions and accomplishments: Resolve valuation disputes
12) Notes: --

Mr. McDaniel noted that there was a page attached that describes in greater detail the areas of responsibility for the Board of Equalization, which includes the primary hearing appeals of property valuations. Supervisor Dawson, who was out of town and calling in by phone, advised that her phone may go out at any time, but she appreciated all of the work by staff involved in putting these reports together and she hopes that members of the public will volunteer to serve on some of these committees.

Mr. McDaniel stated that the Board of Supervisors serves as the Flood Control District Board of Directors. Another compliance checklist was provided by Mr. McDaniel and reviewed with the Board as follows:

1) Name: Flood Control District Board of Directors
2) Gila County Staff Liaison: ~~Community Development Division Director~~
Corrected to: Gila County Public Works Division, Engineering Department, Chief Engineer of the Flood Control District
3) Legal basis for establishment: Statutory A.R.S. §48-3602
- Date of creation: N/A
- Bylaws: N/A
- Charter: N/A
- Legal counsel: County Attorney

4) Assigned areas of responsibility: Adopt floodplain regulations and administration
5) Membership: Board of Supervisors (BOS)
- Terms of office: Same as BOS
- Appointing authority: Elected – statute

6) Meeting schedule – As needed
- Location: BOS Hearing Room, Globe Courthouse

7) Meeting legal posting and advertising: Yes, Clerk of the BOS Department
8) Meeting agendas: Yes, Clerk of the BOS Department
9) Meeting minutes: Yes, Clerk of the BOS Department
10) Funding sources: Taxing authority
- Amounts: N/A

11) Significant actions and accomplishments: Maintain and administer regulations
12) Notes: --

Mr. McDaniel advised that there was also a 2-page list of items that include the powers and duties of the Flood Control District Board of Directors, which primarily includes adopting floodplain regulations and administering them.

This Board also hears appeals for variances. Vice-Chairman Martin inquired if this Board has to abide by the bailout. Mr. McDaniel replied in the affirmative. Bryan Chambers, Chief Deputy County Attorney, stated that one of the things that may be confusing is redistricting with the bailout process. "Certainly with redistricting there are only a few districts. I think the Board of Supervisors has its districts, the City of Globe has districts that need to be redistricted and there's also the Gila County Community College District. As far as the bailout process, any district that has elections will be a district that has to be considered for the bailout process. Since the Flood Control District has the Board of Supervisors as its Board of Directors, the only way the Flood Control District becomes involved is because the Directors are involved as the Board of Supervisors. There isn't any separate Flood Control District election or Library Districts, as far as that goes." Chairman Pastor inquired as to the County taxes for the Flood Control District. Mr. McDaniel stated that the Flood Control District does not tax; however, it could. Mr. Stratton stated that the way it is set up right now is that the whole County is one district and there can be specific instances if someone wished to form a Flood Control District. It could be certain areas such as Tonto Basin, but it would be the same as road districts, sanitary districts and those that are by parcel. Vice-Chairman Martin inquired if road districts have elected boards. Mr. Stratton stated that they do not have elected boards, but they internally appoint a person as chairman or administrator.

Vice-Chairman Martin noted that Mr. Chambers did not receive this BC&C report and she requested that one be provided for him.

Mr. McDaniel stated that the Board of Supervisors serves as the Gila County Jail District Board of Directors. He stated that statutorily the Board of Supervisors can establish a jail district, but only with voter approval of a property tax or an excise tax. The Board of Supervisors established the Gila County Jail District by Resolution No. 07-06-07 on June 26, 2007, and then held an election on November 6, 2007. The vote to approve the property tax or excise tax failed and consequently the Board, even though it adopted a resolution establishing the Gila County Jail District, by the voters not adopting it, there is not really a Gila County Jail District in existence; however, it is listed in the BC&C binder for the record.

Mr. McDaniel stated that the Board of Supervisors serves as the Library District Board of Directors. He included a sheet from the Arizona Revised Statutes pertaining to Library Districts' powers and duties. Another compliance checklist was provided by Mr. McDaniel and reviewed with the Board as follows:

1) Name: Library District Board of Directors
2) Gila County Staff Liaison: Gila County District Librarian
3) Legal basis for establishment: Statutory A.R.S. §48-3901

- Date of creation: N/A
- Bylaws: N/A
- Charter: N/A
- Legal counsel: County Attorney

4) Assigned areas of responsibility: Coordinates city, town & reservation libraries within Gila County and promotes County-wide literacy
5) Membership: Board of Supervisors (BOS)
   - Terms of office: Same as BOS
   - Appointing authority: Elected – statute
6) Meeting schedule – As needed
   - Location: BOS Hearing Room, Globe Courthouse
7) Meeting legal posting and advertising: Yes, Clerk of the BOS Department
8) Meeting agendas: Yes, Clerk of the BOS Department
9) Meeting minutes: Yes, Clerk of the BOS Department
10) Funding sources: Arizona State Library, Archives & Public Records ~~and general funds~~ & tax funding ** (See Clarification below)
   - Amounts: $1.3 million
11) Significant actions and accomplishments: --
12) Notes: --

** Ms. Griffin corrected the record in regard to the funding sources stating that the Board of Supervisors sets the Library District tax rate and the taxes that are collected at $.20/$100 of valuation and it's been that rate for a long time; prior to that it was $.22. The Library District taxes are collected just like County taxes and used for the benefit of library services. In addition to that, the Library District receives $23,000/year from the Arizona State Library, Archives & Public Records--State-Grants-In-Aid. Ms. Griffin added that there are 8 public libraries in Gila County and 5 are city or tribal and 3 are local community-operated libraries. She stated that 3 of the libraries—Pine, Young and Tonto Basin--are organized as private, non-profit corporations with a 501(C)(3) status. The communities select those members to the individual boards and it's encouraged to be an open process. The Gila County Library District can't call an election because if it was an election, the libraries would expect the Gila County Elections Department to handle the election. The members of the community serve on those boards of directors of the non-profit organizations and then do the actual operating of the libraries in those communities. The Gila County Library District has a Library Service Agreement with each library, which serves as a legal document to help ensure that meetings are in compliance with the Open Meeting Law; that each library agrees to comply with sharing, being free lenders and borrowers; and it states that the Library District will provide access to the automation system. The Board discussed with Bryan Chambers, Chief Deputy County Attorney, the various library issues, such as how the Library District was established, meeting and minutes requirements, liability insurance, unemployment insurance, facility ownership, Globe Tool Lending Library and the possibility of

revising the current Library Service Agreements. No action was taken by the Board.

There was some discussion about future BC&C meetings and whether to invite the various Board members to the meetings or hold the work sessions first and if further information is necessary, then the various board members could be invited. Mr. Chambers advised the Board that its meetings are public and the various board members could attend them anyway, according to the Open Meeting Law.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 12:39 p.m.

APPROVED:

_____

Michael A. Pastor, Chairman

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk

ARF-726 **Item #: 3- G**

Regular BOS Meeting

Date: 08/15/2011

Reporting Period: Clerk of the Superior Court Monthly Report for June 2011

Submitted For: Vicki Aguilar, Chief Deputy Clerk of the Superior Court

Submitted By: Vicki Aguilar, Clerk of the Superior Court

Information

Subject

Clerk of the Superior Court Monthly Report for June 2011

Suggested Motion

Approval of the June 2011 monthly departmental activity report submitted by the Clerk of the Superior Court.

Attachments

Link: Clerk of Court Report for the Month of June 2011

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

JUNE, 2011

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

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

Report generated on : 7/3/2011 9:57:53 AM

Criteria : From Date : 6/1/2011 To Date :6/30/2011

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% setaside
Agency Name :									
		ZJDO	JUVENILE DIVERSN FUND OVER $40	140.00				140.00	7.00
		ZJDU	JUVENILE DIVERSN FUND UNDER $40	572.00				572.00	28.60
Agency Name :	**ALLOCATION ADJUSTMENT REFUNDS**								
AAR	ALLOCATION ADJUSTMENT REFUNDS	AARA	ALLOCATION ADJUSTMENT REFUND ACCOUNT			65.00		65.00	0.00
Agency Name :	**BOND POSTED - THIS COURT**								
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	8500.00			-500.00	8500.00	0.00
Agency Name :	**ELECTED OFFICIALS RETIRE. FUND**								
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	2416.85				2416.85	120.84
Agency Name :	**GILA COUNTY TREASURER**								
ZCNTY	GILA COUNTY TREASURER	ZVAPB	30% INTERSTATE COMPACT	19.50				19.50	0.98
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	445.00				445.00	0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	55.07				55.07	2.75
		ZATT	ATTORNEY FEE REIMBURSEMENT	745.00	DEFERRED PROSECUTION			745.00	0.00
		ZALTF	AZ LENGTHY TRIAL FUND	300.00				300.00	15.00

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% setaside
ZCNTY	GILA COUNTY TREASURER	ZFEE	BASE FEES (GENERAL FUND)	5021.47	+$500.00 BOND FORFEITURE			5021.47	251.07
		ZFINE	BASE FINES	3843.63				3843.63	192.18
		ZFORF	BOND FORFEITURES				500.00	0.00	25.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	642.26				642.26	32.11
		ZCEF	CLEAN ELECTIONS FUND	434.70				434.70	0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	39.45				39.45	1.97
		ZJDET	COUNTY JUV DETENTION	418.24				418.24	20.91
		ZCLLF	COUNTY LAW LIBRARY FUND	2416.68				2416.68	120.83
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	3028.92				3028.92	151.45
		ZDNAS	DNA STATE SURCHARGE	263.48				263.48	13.17
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	1267.83				1267.83	63.39
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	304.53				304.53	15.23
		ZDREF	DOMESTIC RELATIONS EDUCATION	276.48				276.48	13.82
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	1401.39				1401.39	70.07
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	2148.31				2148.31	107.42
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	206.26				206.26	10.31

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% setaside
ZCNTY	GILA COUNTY TREASURER	ZDCRT	DRUG COURT FEE FUND	260.00				260.00	13.00
		ZDUIA	DUI ABATEMENT FUND	107.44				107.44	5.37
		ZCSVF	EXPEDITED CHILD SUPPORT AND	912.39				912.39	45.62
		ZWITN	EXPERT WITNESS FUND	420.00				420.00	0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	2509.96				2509.96	125.50
		ZEXJU	EXTRA JUV PROBATION ASMNT	637.98	-$140.00			~~637.98~~ $497.98	31.90
		ZEXT	EXTRADITION REIMBURSEMENT	208.59				208.59	0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	304.27				304.27	15.21
		ZCC	GEN JURIS CONCILIATION COURT	1923.75				1923.75	96.19
		ZGCAT	GILA COUNTY ATTORNEY - 60%	5614.40		462.00		6076.40	0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	935.72		77.00		1012.72	0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	2807.20		231.00		3038.20	0.00
		ZJF	JAIL (INCARCERATION) FEES	11.15				11.15	0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	1186.42				1186.42	59.32
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	2696.39				2696.39	134.82

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% setaside
ZCNTY	GILA COUNTY TREASURER	ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	127.10				127.10	0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	236.03				236.03	0.00
		ZJS	JUVENILE PROBATION SERV FEES	1980.79	-$572.00	-65.00	$1,343.79	~~1915.79~~ 1,343.79	95.79
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	800.83				800.83	40.04
		ZMISC	MISCELLANEOUS FEES	49.90				49.90	2.50
		ZPP	PASSPORT APPLICATION FEES	850.00				850.00	42.50
		ZPCOF	PRISON CONSTRUCTION AND	1251.62				1251.62	62.58
		ZPRS6	PROB SURCH 2006	46.83				46.83	2.34
		ZPBA	PROBATION FEE ADULT	11919.10		-770.00		11149.10	557.46
		ZPUBZ	PUBLIC DEFENDER FEES	628.80				628.80	0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	724.16				724.16	0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	137.38				137.38	6.87
		ZSTAT	STATE TREASURER - GENERAL FUND	850.00				850.00	42.50
		ZVAF	VICTIMS ASSISTANCE FUND	45.50				45.50	2.28
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	180.00				180.00	9.00

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% setaside
ZCNTY	GILA COUNTY TREASURER	ZGFDU	XTRA DUI ASSMT	47.40				47.40	2.37
		ZPRS9	ZPRS9	140.00				140.00	7.00
Agency Name :	**JUVENILE FAMILY COUNSELING FEE**								
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE	10.00				10.00	0.50
Agency Name :	**RESTITUTION**								
ZREST	RESTITUTION	ZREST	RESTITUTION	15067.05				15067.05	0.00
			Total:	**90535.20**		**0.00**	**0.00**	**90535.20**	

+ 500.00 BOND FORFEITURE

$91,035.20

LESS SHADED AREAS: -26,770.90

$64,264.30

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 JUNE, 2011.

Anita Escobedo

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this ~~4TH~~ 5th day of JULY, 2011.

Vicki S. Aguilar

Deputy

ARF-728 **Item #: 3- H**

Regular BOS Meeting

Date: 08/15/2011

Reporting Period: Human Resources reports for the weeks of 08/09/11 and 08/15/11

Submitted For: Berthan DeNero, Human Resources Director

Submitted By: Erica Raymond, Human Resources

Information

Subject

Human Resources reports for the weeks of August 9, 2011, and August 15, 2011.

Suggested Motion

Approval of the Human Resources reports for the weeks of August 9, 2011, and August 15, 2011.

Attachments

Link: 08/09/11 Human Resources Agenda

Link: 08/15/11 Human Resources Agenda

HUMAN RESOURCES ACTION ITEMS
AUGUST 9, 2011
REVISED

TEMPORARY HIRES TO COUNTY SERVICE:

1. Cory Riley – Public Works – Temporary Solid Waste Operations Worker – 08/17/11 – Solid Waste Fund

TEMPORARY TO REGULAR STATUS:

2. Ginger Horta – Administrative Services – Administrative Clerk – 08/16/11 – General Fund

DEPARTMENTAL TRANSFERS:

3. Judith Moss – Globe Regional Justice Court – From Justice Court Clerk Associate – To Court Clerk – 07/29/11 – General Fund
4. Ruben A. Mancha – Globe Regional Justice Court – From Collections Officer – To Justice Court Clerk Associate – From working 40 hours per week – To working 20 hours per week – 07/29/11 – General Fund

POSITION REVIEW:

5. David Fletcher – Community Services – Director of Community Services – 07/01/11 – Change in fund codes
6. Cecilia Bejarano – Community Services – Executive Administrative Assistant – 07/01/11 – Change in fund codes

HUMAN RESOURCES ACTION ITEMS
AUGUST 15, 2011

DEPARTURES FROM COUNTY SERVICE:

1. Casey Bramlet - Public Works – Road Maintenance/Equipment Operator – 08/11/2011 – Public Works Fund – DOH 01/24/2011 – Resignation
2. Joshua Gosnell – County Attorney – Temporary Administration Clerk – 07/11/2011 – General Fund – DOH 06/20/2011 – Personal reasons
3. Michael Moore – Public Works – Road Maintenance/Equipment Operator – 08/11/2011 – Public Works Fund – DOH 11/02/2005 – Resignation
4. Jeremy Thurman – Finance – Accountant Senior – 08/17/2011 – General Fund – DOH 12/08/2010 - Resignation

HIRES TO COUNTY SERVICE:

1. Cheryl Hale – Recorder – Recorder's Clerk – 08/16/2011 – General Fund – Replacing Melva Warbington
2. Nora Mata-Vega – Probation – Juvenile Detention Officer – 08/16/2011 – General Fund – Replacing Deloris Rascon

TEMPORARY HIRES TO COUNTY SERVICE:

1. Chuck DeClay – Board of Supervisors – Laborer – 08-09-2011 - Constituent Services III Fund

DEPARTMENTAL TRANSFERS:

1. Yvonne House - From Recorders – To Payson Regional Constable's Office – From Recorder Clerk Senior – Constable Clerk – 08/16/2011 – General Fund

END OF PROBATIONARY PERIOD:

1. Kathy Coker – Probation – Juvenile Detention Facility Manager – 07/31/2011 – General Fund

POSITION REVIEW:

1. Rebecca Baeza – Globe JP Court – Collections Officer – 08/01/2011 – General Fund – Decrease in pay
2. Denice Bondurant – Probation – Probation Administrative Specialist – 08/15/2011 – General Fund 70% - Diversion Intake Fund 30% - From Non-exempt - To Exempt
3. Cheryl Wellington – Assessor – From Property Appraiser I – To Property Appraiser II – 07/06/2011 – General Fund

SHERIFF'S PERSONNEL ACTION ITEMS

TEMPORARY HIRES TO COUNTY SERVICE:

1. Robert Benne – Sheriff's Office – Emergency Response – 06/06/2011 – General Fund
2. Jerry Coddington – Sheriff's Office – Emergency Response – 06/06/2011 – General Fund
3. Thomas Ray Naylor – Sheriff's Office – Emergency Response – 06/06/2011 – General Fund
4. Melvin M. Palmer – Sheriff's Office – Emergency Response – 06/06/2011 – General Fund
5. Guy Peterson – Sheriff's Office – Emergency Response – 06/06/2011 – General Fund
6. Steve Kingdon Sessions – Sheriff's Office – Emergency Response – 06/06/2011 – General Fund

END PROBATIONARY PERIOD:

1. Anjanette Bolinger – Sheriff's Office – Registered Nurse – 07/19/2011 – General Fund