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 - TUESDAY, OCTOBER 18, 2011 - 10 A.M.

1 Call to Order - Pledge of Allegiance – Invocation

2 **PRESENTATIONS:**

A Presentation in recognition of businesses that have hired disabled citizens of Gila County through the Gila Employment and Special Training Program (G.E.S.T.) and their continuing support of the G.E.S.T. Program. **(David Caddell)**

B Presentation of 2010 financial audit findings by Dennis Osuch, partner of LarsonAllen.

C Public recognition of 10 employees for August's "Spotlight on Employees" Program, as follows: Alex Cunningham, Gary Denton, Larry Dooly, Antoinette Gonzales, Bob Hickman, David Hom, William McDaniel, Bertina Pratt, Mark Warden and Rhonda Wood. **(Juley Bocardo-Homan)**

3 **REGULAR AGENDA ITEMS:**

A **(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 Special Services Agreement No. 6000.600.SURVEY between the Gila County Library District and Ms. Deborah Leverance, evaluator, for an amount not to exceed $1,500 to develop and conduct a survey of all Kindergarten teachers within the First Things First Gila Region to collect data regarding the number of children who entered school in August 2011 who possess reading readiness skills. **(John Nelson) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

B Information/Discussion/Action to consider issuing official comments from the Board of Supervisors to the U.S. Fish and Wildlife Service regarding the draft economic analysis and draft environmental assessment of the proposed designation of critical habitat for the threatened Chiricahua Leopard Frog. **(John N**
(John Nelson)

C Information/Discussion/Action to authorize staff to issue a Call for Bids for the Payson Administration Building Remodel Project. Said Call is to be written to allow the Project to be bid and implemented in logical phases or as one complete project. **(Steve Stratton)**

D Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 091411-1 for the purchase of one or more new fleet vehicles as specified for Gila County. **(Steve Stratton)**

E Information/Discussion/Action to approve the distribution of Local Transportation Assistance Funds (LTAF II) to senior centers and other entities for their continued transportation operation at a set percentage per the attached list. **(Steve Stratton)**

F Information/Discussion/Action to adopt Resolution No. 11-10-03, which authorizes the execution of an Intergovernmental Agreement IGA/JPA 11-028I (AG Contract No. P001 2011 002870) between Gila County and the State of Arizona, Department of Transportation, at an estimated total project cost of $506,903 for pedestrian rest stop shelters in various locations within Pine and Strawberry. **(Steve Stratton)**

G Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 080211-1 for the Roadyard Shop Paving Project; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Sanders)**

H Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 091511-1 for Pavement Marking of County roads. **(Steve Sanders)**

I Information/Discussion/Action to authorize the Chief Deputy Clerk of the Board to remove Assessor's tax parcel numbers 301-04-082, 208-03-321-A, 208-03-321-B, 206-21-042-B, and 304-04-212-Q from the November 15, 2011, BOS Property Tax Sale/Auction advertisement; proceed with the administrative process of selling the properties to Gila County, City of Globe, Town of Miami and Town of Payson for $1 each; and issue quit claim deeds for said sales. **(Marian Sheppard)**

J Information/Discussion/Action to authorize staff to proceed with the proper documentation and paperwork to quit claim the Gila Pueblo Campus and the westerly 38 acres (approximately) of the Payson Campus to the Gila County Community College District, for Board consideration at its November 1, 2011, Regular Meeting. Further, for staff to prepare the Sales Agreement between Gila County and the Rim Country Higher Education Separate Legal Entity whereby Gila County would sell the easterly 15 acre (approximately) portion of the Payson property to the Rim Country Higher Education Separate Legal Entity without the requirements of a public auction including bidding, posting, and advertising the property per A.R.S. Section 11-251 Paragraph 9 for the Board's consideration at its November 15, 2011, Regular Meeting**(Don McDaniel)**

4 **CONSENT AGENDA ACTION ITEMS:**

A Approval of Amendment No. 3 to an Intergovernmental Agreement, Contract No. HG050277 (ADHS11-004485) between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services in the amounts of $318,365 for WIC (Women, Infants and Children) services and $50,743 for BFPC (Breast Feeding Peer Counseling) services for the period October 1, 2011, to September 30, 2012.

B Approval of an Intergovernmental Agreement (Contract No. ADHS12-010890) between the Gila County Division of Health and Emergency Services (Nutrition Services Program) and the Arizona Department of Health Services in the amount of $5,160 for the continuation of the Commodities Supplemental Food Program (CSFP) / Senior Farmers' Market Nutrition Program (SFMNP) for the period October 1, 2011, to September 30, 2016.

C Approval of the Chairman's signature on Amendment No. 1 to Subgrantee Agreement No. 10-AZDOHS-HSGP-777304-01 between the Arizona Department of Homeland Security and the Gila County Department of Emergency Management changing the grant performance period to October 1, 2010, through December 31, 2011.

D Approval of the appointments of the following precinct committeemen as submitted by the Gila County Republican Committee: Tonto Basin Precinct - Madra Bernard; Payson 3 Precinct - John D. Bailey; Payson 5 Precinct - William D. Powers; and Payson 8 Precinct - Wanda P. Randall.

E Acknowledgment of the resignation of Mr. Sam Baker from the Beaver Valley Fire District Governing Board effective July 9, 2011, and the appointment of Ms. Joyce Lynch to complete the term of Mr. Baker, which expires November 30, 2014.

F Acknowledgment of the resignations of Mr. Edgar Armer and Ms. Ginny Ennen from the Houston Mesa Fire District Governing Board and the appointments of Mr. Dick Sizemore to complete the term of Mr. Armer, which expires November 30, 2014, and Ms. Jeanne Schoonover to complete the term of Ms. Ennen, which expires November 30, 2012.

G Approval of Amendment No. 3 to Contract No. R016-10-21 with the Governor's Office of Energy Policy to extend the contract termination date from September 30, 2011, to December 30, 2011.

H Approval of an Order adopting Plan 1 Revision 1 as the Gila County Community College Redistricting Plan and directing that the new Plan boundaries, including any election precinct boundary changes, shall become effective upon preclearance by the Department of Justice.

I Approval of an Order adopting Plan A as the Gila County Supervisorial Redistricting Plan and directing that the new Plan boundaries, including any election precinct boundary changes, shall become effective upon preclearance by the Department of Justice.

J Approval of the January 18, 2011, January 25, 2011, February 1, 2011, February 15, 2011, and February 24, 2011, BOS meeting minutes.

K Approval of finance reports/demands/transfers for the weeks of October 11, 2011, and October 18, 2011.

L Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks ending September 30, 2011, and October 7, 2011.

5 **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.

6 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-868 **Presentation Agenda Item 2- A**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For: David Caddell Submitted By: David Caddell, Community Services Division

Department: Community Services Division Division: GEST Department

Presenter's Name: David B. Caddell

Information

Request/Subject

Presentation in recognition of businesses that have hired disabled citizens of Gila County through the Gila Employment and Special Training Program.

Background Information

October is National Disability Employment Awareness Month. The Gila Employment and Special Training Program (G.E.S.T.) would like to publicly recognize local businesses for hiring disabled citizens in Gila County.

Evaluation

There is a need to increase the awareness and understanding of the history and contributions of people with disabilities in this county, state, nation and world by recognizing businesses for hiring disabled citizens in Gila County. There is also a need to include instruction on disability history, people with disabilities and the disability rights movement into the existing public school curriculum and community as a whole.

Conclusion

The Gila Employment and Special Training Program (G.E.S.T.) would like to publicly recognize businesses for hiring disabled citizens within Gila County.

Recommendation

Allow the Gila Employment and Special Training(G.E.S.T.) Program Manager to perform a public presentation in recognition of businesses that have hired disabled citizens of Gila County and their support of the Gila Employment and Special Training Program.

Suggested Motion

Presentation in recognition of businesses that have hired disabled citizens of Gila County through the Gila Employment and Special Training Program (G.E.S.T.) and their continuing support of the G.E.S.T. Program.

(David Caddell)

ARF-899 **Presentation Agenda Item 2- B**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For: Joseph Heatherly Submitted By: Joseph Heatherly, Finance Department

Department: Finance Department

Presenter's Name: Joseph Heatherly / Dennis Osuch

Information

Request/Subject

Presentation of 2010 Financial Audit Findings

Background Information

Audit findings of Gila County finances for 2010 identified 23 items that necessitated reporting. The following major areas of noncompliance were: internal control over compliance (8) and internal control over financial reporting (15). Of the 8 items in compliance, 3 were classified as material weaknesses and 8 were significant deficiencies. Of the 15 items in financial reporting all were material weaknesses. Major areas centered for the findings were Finance (3), Schools (8), IT (1), and combination of others (11).

Evaluation

Most of the current findings can be eliminated going forward with minimal new expenditures to the County. It may take the redesign of functions of several departments with regard to who is completing certain tasks and more clearly defining key responsibilities and accountabilities.

Conclusion

With the past purchase of 4 New World accounting software modules and the approval of 4 new operating policies, Gila County should significantly reduce the severity of the findings. By the end of 2012, it is probable that 100% of material weaknesses will be eliminated. Since the significant deficiencies were in the area of compliance functions, 75% of those items most likely will be eliminated.

Recommendation

The Finance Director recommends the continuation of the evaluation of existing County policies and procedures. Concurrently, new controls should be developed and existing procedures be modified in order to establish key control parameters and segregation of duties to ensure that proper GAAP, ARS, and UMAC guidelines are implemented.

Suggested Motion

Presentation of 2010 financial audit findings by Dennis Osuch, partner of LarsonAllen.

ARF-880 **Presentation Agenda Item 2- C**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For: Berthan DeNero Submitted By: Erica Raymond, Human Resources

Department: Human Resources

Presenter's Name: Juley Bocardo-Homan

Information

Request/Subject

August "Spotlight on Employees" Program

Background Information

The purpose of this program is to provide recognition to employees for the following qualities: teamwork, quality, morale building, integrity, customer service and initiative.

Evaluation

N/A

Conclusion

N/A

Recommendation

To allow the Human Resources Department to publicly recognize the following 10 employees for August's "Spotlight on Employees" Program: Alex Cunningham, Gary Denton, Larry Dooly, Antoinette Gonzales, Bob Hickman, David Hom, William McDaniel, Bertina Pratt, Mark Warden and Rhonda Wood.

Suggested Motion

Public recognition of 10 employees for August's "Spotlight on Employees" Program, as follows: Alex Cunningham, Gary Denton, Larry Dooly, Antoinette Gonzales, Bob Hickman, David Hom, William McDaniel, Bertina Pratt, Mark Warden and Rhonda Wood. **(Juley Bocardo-Homan)**

ARF-862 **Regular Agenda Item 3- A**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For:	Jacque Griffin	Submitted By:	Mary Stemm, Asst County Manager/Library District
Department:	Asst County Manager/Library District	Division:	Library District
Fiscal Year:	2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2011 through June 30, 2012	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:	John Nelson		

Information

Request/Subject

Special Services Agreement No. 6000.600.SURVEY with Deborah Leverance, professional educator, for a reading readiness survey as a part of the early literacy grant.

Background Information

The renewal for the First Things First Community-Based Early Literacy Grant for the Gila County Library District included an increase of $1,500 for a reading readiness survey of Kindergarten teachers within the service area. Last school year, most of the Kindergarten teachers were contacted and surveyed in an attempt to collect baseline data about the effectiveness of the Gila County Library District's early literacy grant. Schools and Kindergarten teachers already perform basic testing regarding Kindergarten readiness skills, but no school last year collected data specific to reading readiness skills.

The purpose of this agreement is to work with the area Kindergarten teachers and their Principals to develop and conduct a survey to collect baseline data regarding the reading readiness of beginning kindergarten students in the Gila Regional Service Area.

The Gila County Library District and the affiliate libraries are committed to continuing advocating and promoting the importance of early literacy and educating parents and caregivers on early brain development and the importance of reading to infants, toddlers and preschoolers. Additionally, the First Things First Gila Regional Council is equally committed to promoting early literacy efforts.

Since we are all collectively spending a large amount of both time and money, we need a way to measure the effectiveness of this program. We already conduct a parent survey that includes measures on changed attitudes and reading time with children, but a missing piece is to see if there is a corresponding, measurable change over time in the reading readiness skills of beginning Kindergartners.

Evaluation

The renewal grant agreement provides for these funds to be distributed to a contractor chosen by the District to develop and conduct a survey of all Kindergarten classes in Gila County within the First Things First Gila Regional Service Area.

In order to distribute these funds a Special Services Agreement needs to be in place. The scope of work includes developing in conjunction with the area Principals and Kindergarten Teachers, and conducting a survey to collect baseline data regarding the reading readiness of beginning kindergarten students in the Gila Regional Service Area.

As stated in the Gila County Library District Early Literacy Grant, the funding amount is not to exceed $1,500 at the rate of $20.00 per hour, and the agreement length of July 1, 2011, through June 30, 2012.

The survey instrument will belong to the Gila County Library District, and will be used in subsequent years to gather data over time regarding the reading readiness of beginning Kindergarten Students. The survey instrument is required to be approved by the First Things First State Office, and will likely be used as a model for other recipients of Community-based Early Literacy Grants in Arizona.

Deborah Leverance is a highly qualified educator with seventeen years of experience in all levels of education, from Library Aide to Principal. She currently facilitates teacher training throughout Gila County. In addition, Ms. Leverance has attended Arizona State Library training in the areas of Early Literacy Advocacy and Outreach, as well as First Things First Training, Brain Box Training from New Directions Institute, and Gila County Library District training on early literacy.
By choosing someone already familiar with and trained in areas of this project, the Library District will not have to invest in additional training, and the development and conducting of the survey can proceed rapidly.

Conclusion

The Gila County Library District has completed the first full year of Community-based Early Literacy efforts funded by a grant from First Things First. The Library District is required by terms of the renewal grant to develop and conduct a survey of Kindergarten Teachers on the reading readiness skills of beginning Kindergarten Teachers. The data collected will assist the Library District as well as First Things First in determining if the early literacy efforts within the service area are valuable and successful.

Deborah Leverance is highly qualified for this task. Ms Leverance already works with the local area schools as a facilitator for integrating educational technology, as well as an Outreach/Advocate for Early Literacy efforts in the Globe Miami area. She is well versed in the importance of pre-reading skills as building blocks for future reading proficiency. Ms Leverance will be able to communicate well with the Kindergarten teachers in order to develop and conduct this survey on behalf of the Gila County Library District.

Recommendation

The Gila County Library District recommends approval of this Special Services Contract between the Gila County Library District and Deborah Leverance, evaluator, to develop and conduct a survey of all Kindergarten teachers within the First Things First Gila Region for the Community-Based Early Literacy Grant to determine how many children enter school with the foundational reading readiness skills promoted by the Early Literacy Grant.

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 Special Services Agreement No. 6000.600.SURVEY between the Gila County Library District and Ms. Deborah Leverance, evaluator, for an amount not to exceed $1,500 to develop and conduct a survey of all Kindergarten teachers within the First Things First Gila Region to collect data regarding the number of children who entered school in August 2011 who possess reading readiness skills. **(John Nelson) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

Attachments

Special Services Agreement for Early Literacy Survey

Early Literacy Survey Proposal

Resume for D Leverance

Approval as to form explanation

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

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

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

GILA COUNTY
www.gilacountyaz.gov

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

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

SPECIAL SERVICES AGREEMENT # 6000.600.SURVEY

GILA COUNTY LIBRARY DISTRICT EARLY LITERACY ADVOCACY AND OUTREACH GRANT

THIS AGREEMENT, made and entered into this 18 day of October, 2011, by and between the Gila County Library District, a political subdivision of the State of Arizona, hereinafter designated the **District,** and Deborah Leverance, of the City of Globe, County of Gila, State of Arizona, hereinafter designated the **EVALUATOR**.

WITNESSETH: That the **EVALUATOR**, for and in consideration of the sum to be paid by the District, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Evaluator will work with the area Kindergarten teachers and their Principals to develop and conduct a survey to collect baseline data regarding the reading readiness of beginning kindergarten students in the Gila Regional Service Area.

ARTICLE II –EARLY TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE III - INDEMNIFICATION CLAUSE: The **EVALUATOR** shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of The **EVALUATOR** or any of its owners, officers, directors, agents, and employees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of The **EVALUATOR** to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by The **EVALUATOR** from and against any and all claims. It is agreed that The **EVALUATOR** 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 **EVALUATOR** 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 **EVALUATOR** for the County.

ARTICLE IV – LEGAL ARIZONA WORKERS ACT COMPLIANCE: The **EVALUATOR** hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to The **EVALUATOR**'s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). The **EVALUATOR** shall further ensure that each subcontractor who performs any work for The **EVALUATOR** 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 The **EVALUATOR** and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of The **EVALUATOR**'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 Agreement subjecting The **EVALUATOR** to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, The **EVALUATOR** 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 The **EVALUATOR** approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

"Subcontractors 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 Subcontractors is in compliance with these requirements. Any breach of this paragraph by Subcontractors will be deemed to be a material breach of this contract subjecting Subcontractors 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 The **EVALUATOR**. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of The **EVALUATOR**'s approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which The **EVALUATOR** shall be entitled to an extension of time, but not costs.

ARTICLE V – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The **EVALUATOR** shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the **EVALUATOR**. The **EVALUATOR** 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 VI – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the **EVALUATOR** 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.

ARTICLE VII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE VIII – TERM: The term of this agreement shall commence July 1, 2011 and shall remain in effect through June 30, 2012 unless terminated, canceled or extended as otherwise provided herein.

ARTICLE IX – PAYMENT: The Scope of Services as outlined above will be performed with a not-to-exceed budget of **$1,500.**

The District will distribute these funds payable at $20.00 per hour worked upon receipt by the District of a progress report submitted by The Evaluator that verifies the survey activities and work performed. It will further be the responsibility of The Evaluator to submit a final completion report to the District within 30 days of completion of the project work.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the **EVALUATOR**, the County agrees to pay the amount of not more than **$1,500** including all applicable taxes through the payment schedule as described above.

SPECIAL SERVICES AGREEMENT # 6000.600.SURVEY

GILA COUNTY:

_____

Tommie C. Martin, Chairman,
Gila County Library District Board of Directors

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**

EVALUATOR:

DEBORAH LEVERANCE

Deborah Leverance

EVALUATOR Signature

Deborah Leverance

Print Name

Reading Readiness Survey Proposal

For: Gila County Library District

By: Deborah Leverance

August 12, 2011

Ms. Jacque Griffin
County Librarian
Gila County
1400 E Ash St.
Globe, AZ 85501

Dear Jacque,

Thank you very much for considering me to assist you with the development and implementation of a survey to gather data regarding Kindergarten student preparedness for reading readiness. I have followed with interest the Library District's dedication to Community-based early literacy efforts, and applaud the continued commitment of the public libraries in our county to this important endeavor. In response to your email, I have prepared the following proposal for your consideration.

As you know, I have been involved in various aspects of early literacy on behalf of both the Globe and Miami public Libraries. As the outreach/advocate for community based early literacy in the Globe-Miami communities, I have already attended several trainings and workshops held in the Phoenix area. In addition, I have been attending and participating in local community events to promote the goals of early literacy, and teach parents about brain development in young children, the value of reading to infants and toddlers, and the six prereading skills that serve as building blocks for learning to read. In addition, my extensive work with the various school districts and my involvement and association with the area charter/private schools gives me an understanding of the issues of kindergarten assessment as well as an already developed rapport with the school personnel.

I look forward to discussing this project further. I am excited about the opportunity.

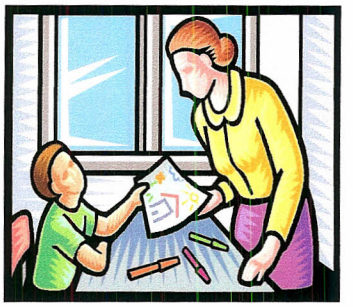
Deborah D. Leverance

Deborah D. Leverance

Reading Readiness Survey Proposal

For: Gila County Library District

By: Deborah Leverance



Scope/Fee

Based on an initial conversation, and the terms of the Gila County Library District Community-based Early Literacy Grant, my fees will match the fees outlined in the grant; at the rate of $20.00 with a not to exceed limit of $1,500.00 for this project. Since I have already participated in workshops and trainings regarding the Gila County Library District's Community-based Early Literacy effort, I did not allocate time for training.

I will work with the Kindergarten teachers and administrators in the Gila Regional Service area to develop a survey instrument that quantifies the number of children entering Kindergarten who possess specific prereading skills necessary to become reading proficient. This will require consultation with a number of the various administrators and their Kindergarten team, to first identify what, if any, of these skills are currently being measured, as well as follow up discussions to ensure that the survey meets their needs of being simple and quick, as well as collects the data that the Gila County Library District needs to help measure the effectiveness of the Community-based Early Literacy Program. I estimate that this portion of the project will take up to 25 hours.

Following the initial meetings, I estimate that creation of the actual survey, including a follow up meeting with Library District staff to ensure that the survey instrument meets the needs of the District will take up to 5 hours.

The administering of the actual survey will depend to a large extent on the number of Kindergarten classrooms at each site. I am planning on electronically delivering the survey to each Kindergarten Teacher in the service area, at the public, private and charter schools that have Kindergarten classes. I will follow up with each principal, as I am hoping to achieve 100% participation in this survey. Additionally, I plan to follow up with personal visits to selected Kindergarten Teachers to collect anecdotal stories, and gain insight into ways that the data being requested could be incorporated into their existing Kindergarten-readiness testing programs in future years. I estimate that this phase of the project will take up to 35 hours.

As a final step in this project, I am proposing that I will re-contact the Kindergarten Teachers and their administrators during the final nine weeks of this current school year, to reconnect and obtain commitments for follow through for this type of surveys for the following school year. I have allocated and additional 10 hours for this phase of the project.

- Collaboratively developing survey guidelines to meet the needs of teachers and the Library District- not to exceed $500.00
- Creation of survey instrument with follow up meeting with Library District staff- not to exceed $100.00
- Administering Survey to Kindergarten Teachers in Pine, Payson, Young, Tonto Basin, Globe, Miami and Hayden schools including charter and private schools where applicable- not to exceed $700.00
- Follow up contacts with administrators between March – May 2012 to ensure continuity of project- not to exceed $200.00

Total – not to exceed $1,500.00

Reporting

I will report monthly to the Library District staff regarding progress, and deliver surveys and summaries of findings as the project progresses. I will report both by task, as well as hourly, and submit invoices to the Library District for payment. As time on this project allows, I can also create a summary of findings report.

Deborah Diana Leverance

654 North Cochise Street
Globe, Arizona 85501

928-701-2580
dleverance@gmail.com

EDUCATOR EXPERIENCE

Technology Integration Specialist, July 2011 to present

Gila County Education Service Agency, Facilitate the effective training of Gila County teachers in the area of the integration of educational technology.

Teacher, August 2009 to June 2011

Southern Gila County Preparatory Academy, Research, develop and deliver higher level curriculum units for classes of highly-motivated students in grades three through eighth. Work with teachers throughout the county to suggest and facilitate implementation of effective classroom strategies, simplify access to a variety of standard-enhancing resources and working with teachers exploring alternative approaches to meeting the needs of challenging students.

Principal, 2005 to June 30, 2009

Holy Angels School, private school community with 150 students in grades pre-kindergarten through eighth.

Assistant Principal, 2000 to 2005

Holy Angels School, Responsible for curriculum review, professional development, grant writing, technology planning and implementation, oversight of school improvement process, school emergency planning.

Evening Instructor, 2000 to 2005

Liberty High School, Worked alone in the evening program for students who could not adjust to daytime classes due to behavior issues, parenting obligations, or because of participation in the work/study program, Responsible for transcript analysis for new students, course design to meet student needs and state standards, Monitored and recorded student progress and developed community resources to provide variety and motivation.

Teacher, 1995 to 2005

Holy Angels School, Sixth grade homeroom, math teacher grades 5 – 8. Student Council Advisor, Science Olympiad Coach, Chair of two Accreditation/Self-evaluation teams, (1996, 2002) Special Education and federal programs teacher/coordinator

Teacher, 1994 to 1995

Saint Charles Mission School, Kindergarten

Substitute Teacher, 1993 to 1994

Globe and San Carlos School Districts

Library Assistant and Chapter I Clerk, 1993 to 1994

Holbrook School District

EDUCATION AND PROFESSIONAL DEVELOPMENT

Differentiated Instruction: It's Not Your Average Process, Participant, 2009, 2010

Masters of Education in Catholic School Leadership, Marymount University, 2008

National Board Teacher Certification, Middle Childhood Generalist, 2002

Northern Arizona University, Special Education Certification training, 2002

Arizona School Service through Educational Technology, Master Teacher Training, 2001

Bank of America Exemplary Teachers for Arizona, Arizona State University, 1999 - 2000

Environmental Protection Agency Institute for Teachers, Morgan State University, 1998

Prescott College, Elementary Education, Teacher certification program, 1995, 4.0 GPA

University of Arizona, Literature for Adolescents, 1992

Northern Arizona University, B.S., Business Administration, Management, 1983, Magna cum Laude

GILA COUNTY ATTORNEY

Daisy Flores

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement titled Special Services Agreement #6000.600.Survey Gila County Library District Early Literacy and Outreach Grants

and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review. The attached document "Explanation of the Gila County Attorney's Approval as to Form" explains what that review covers and does not cover in further detail.

Oct 6, 2011

Date

Bryan B. Chambers

Chief Deputy County Attorney

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private venders, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract "approved as to form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney's Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney's Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the agreement.

ARF-901 **Regular Agenda Item 3- B**

Regular BOS Meeting

Meeting Date: 10/18/2011

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

Department: Asst County Manager/Library District

Presenter's Name: John Nelson

Information

Request/Subject

Provide comment regarding U.S. Fish and Wildlife Service Proposed Chiricahua Leopard Frog Critical Habitat draft analyses

Background Information

The Board of Supervisors received a press release dated September 22, 2011, from the U.S. Fish and Wildlife Service (USFWS) announcing reopening of the comment period for the proposed designation of critical habitat for the Chiricahua Leopard Frog and the associated draft economic analysis and draft environmental assessment. Comments on the proposed rule will be accepted through October 21, 2011.

Evaluation

The U.S. Fish and Wildlife Service proposed critical habitat for the Chiricahua Leopard Frog under the Endangered Species Act (ESA) on March 15, 2011. The USFWS proposes to continue its protection of the Chiricahua Leopard Frog as threatened under the Endangered Species Act. According to the news release, the draft economic analysis of the critical habitat proposal indicates that no significant economic impacts are likely to result from the designation of critical habitat. Incremental costs over the next twenty years are limited to $1.3 - $1.7 million in administrative efforts of new and re-initiated consultations with federal agencies. The economic analysis is intended to assist the Secretary of the U.S. Department of the Interior in determining whether the benefits of excluding particular areas from the designation outweigh the benefits of including those areas in the designation. The announcement of September 22, 2011, includes the addition of three areas in New Mexico that were occupied by the frog and known to be presently occupied. It adds 331 acres to bring the total critical habitat proposal to 11,467 acres in central and southeastern Arizona and west-central and southwestern New Mexico.

Within Gila County there are two areas designated within this critical habitat proposal; Critical Habitat Unit 24- Crouch, Gentry and Cherry Creeks and Parallel Canyon a 404 acre area with six acres held privately, and Critical Habitat Unit 25- Ellison and Lewis Creeks a 99 acre area with 15 private acres. Both locations are in northern Gila County.

The draft economic analysis is 86 pages, prepared for the USFWS by Industrial

Economics Incorporated of Cambridge, MA. The stated purpose of the report is to evaluate the potential economic impacts associated with the designation of critical habitat for the Chiricahua Leopard Frog. The bulk of the economic analysis is focused on the economic impact of administering the critical habitat designation and the added administrative costs of consultation for the USFWS and other agencies, and whether or not the administrative costs are justified by the intended preservation of habitat and, by extension, preservation efforts of the species. For the two Critical Habitat Units within Gila County, this report estimates the economic impact of consultation to the USFWS at a total of $123,500 over the next twenty years, assuming a seven percent real discount rate. The report also discussed the economic benefits, both direct and ancillary, of critical habitat designation. In Appendix A of this report, small business impacts are briefly analyzed in total, although they are not identified by Critical Habitat Units, they also focus on the potential impacts associated with the cost of consultation on small entities.

The draft Environmental Assessment (EA), is 104 pages and was prepared by the Mangi Environmental Group for the USFWS. The stated purpose of this report is to identify and disclose the environmental consequences resulting from the proposed action of designating critical habitat for the Chiricahua Leopard Frog, listed as threatened under the Endangered Species Act (ESA). The need for proposed action is to comply with the ESA and with a May 9, 2009, order from the Arizona District Court to designate critical habitat if the Secretary of the Interior determined such a designation was prudent.

Conclusion

The economic analysis of critical habitat designation for the Chiricahua Leopard Frog focuses almost exclusively on the costs associated with the consultation process. It does not deal with the local economies, or the economic impacts on industry, business or recreation, or the potential losses to those that could result from critical habitat designation. It does not review the additional costs associated with scientific data collection, reporting and analysis except what would likely be included in a consultation process. As stated in the USFWS news release, "The draft economic analysis of the critical habitat proposal indicates that no significant economic impacts are likely to result from the designation of critical habitat. Incremental costs over the next 20 years are limited to $1.3 to $1.7 million in administrative efforts of new and re-initiated consultations with federal agencies." The 2012 budget for the USFWS is published at $1.69 billion, with $314 million dedicated to species and habitat conservation efforts. From that perspective, the estimated incremental costs over 20 years does seem to be insignificant to their agency.

On page 78 of the Draft Environmental Assessment for the Designation of Critical Habitat for the Chiricahua Leopard Frog, a table that quantifies the socioeconomic profile of counties containing critical habitat is included. According to the data from the U.S. Census Bureau, Gila County's poverty rate in 2009 is at 20.7%, with the average per capita income reported at $19,054. The table does not speak to the 12% unemployment rate, or that only 4% of the land within Gila County is privately owned.

Recommendation

Staff recommends that the Board of Supervisors consider issuing official comments regarding the draft economic analysis and the draft environmental assessment on the proposed Chiricahua Leopard Frog critical habitat designation.

Suggested Motion

Information/Discussion/Action to consider issuing official comments from the Board of Supervisors to the U.S. Fish and Wildlife Service regarding the draft economic analysis and draft environmental assessment of the proposed designation of critical habitat for the threatened Chiricahua Leopard Frog. **(John Nelson)**

Attachments

Proposed Comment Letter CLF to USFWS

USFWS News Release Chiricahua Leopard Frog Critical Habitat draft economic analysis and enviromental analysis

CLF Comments from Coalition of Counties

List of locations and map of CLF from the Draft Enviromental Assessment

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

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov

GILA COUNTY

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

Don E. McDaniel, Jr.,
County Manager
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John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
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jnelson@gilacountyaz.gov

October 18, 2011

Public Comments Processing
Attn: FWS-R2-ES-2010-0085
Division of Policy and Directives Management
US Fish and Wildlife Service
4401 N. Fairfax Drive, Suite 222
MS 2042 – PDM
Arlington, VA 22203

The Gila County Board of Supervisors would like to offer comments on the "Listing and Designation of Critical Habitat for the Chiricahua Leopard Frog; Proposed Rule, (FWS-R2-ES-2010-0085), revisions to the proposed rule," published in the September 9, 2011 Federal Register as well as the draft Economic Analysis and the draft Environmental Assessment, as identified in the September 9, 2011 Federal Register. Our comments relate to the areas within and adjacent to Gila County that are addressed in this proposed rule, the draft Environmental Assessment and the draft Economic Analysis.

Gila County is a rural county, comprised largely of federally managed land, a considerable area of Native American Reservation lands, and a mere 4% of the land in Gila County privately owned. Our local economies depend both on resource based industries and recreation opportunities provided to our visitors and our residents. With a 12% unemployment rate county-wide and 21% of our residents living at or below 200% of the federal poverty level, we are keenly aware of the detrimental effect that is caused by restricting business and recreational opportunities.

We do not feel that the impact on local economies has been even remotely examined. The economic analysis focuses almost exclusively on the administrative costs to the federal agencies for consultation related to the designation of critical habitat. According to the news release announcing the reopening of the comment period, "The draft economic analysis of the critical habitat proposal indicates that no significant economic impacts are likely to result from the designation of critical habitat. Incremental costs over the next 20 years are limited to $1.3 - $1.7 million in administrative efforts of new and re-initiated consultations with federal agencies." In a federal department with a published budget of $1.69 billion for 2012 alone, this amount does seem rather insignificant. When compared to a county with a 12% unemployment rate, where 21% live at or below 200% of the federal poverty level, the costs and the lack of examination of real economic impact to local economies affected by the added regulation seems absurd.

We support and echo the comments previously submitted by the Coalition of Arizona/New Mexico Counties for Stable Economic Growth, dated May 16, 2011, and concur that the scientific data does not support the proposed designation of critical habitat. The proposed rule ignores the best scientific information available and bases many of its conclusions on supposition and speculation about the future.

The Gila County Board of Supervisors believe that once again, this proposed rule is evidence of species management by litigation, rather than a more holistic, evidence based management objective grounded in the health, functionality and productivity of the ecosystem as a whole.

The Gila County Board of Supervisors thanks you for the opportunity to comment and requests to be kept informed and included in the process as this analysis continues and as the US Fish and Wildlife Service evaluates, reviews and reaches a decision regarding this proposed rule.

Tommie C. Martin, District I Supervisor	Michael A. Pastor District II Supervisor	Shirley L. Dawson District III Supervisor

U.S. Fish and Wildlife Service

News Release

Arizona Ecological Services Field Office
2321 W. Royal Palm Road, Suite 103
Phoenix, Arizona 85021
602/242-0210
602/242-2513 (Fax)

Arizona Ecological Services Field Office **www.fws.gov/southwest/es/arizona/**

For Release: Sept. 21, 2011

Contacts: Jeff Humphrey (602) 242-0210, Jeff_Humphrey@fws.gov
Jeff Servoss (520) 670-6150 x231, Jeff_Servoss@fws.gov
Tom Buckley, (505) 248-6455, Tom_Buckley@fws.gov

Service Seeks Comments on Proposed Chiricahua Leopard Frog Critical Habitat
-Review of Economic Effects Report Sought-

The U.S. Fish and Wildlife Service is seeking comments on a draft economic analysis and draft environmental assessment of the proposed designation of critical habitat for the threatened Chiricahua leopard frog. The Service also announces a revision of the proposed critical habitat designation, including the addition of three habitat units in New Mexico and a clarification of the habitat attributes important for the frog, making them more objective and measurable. Comments on the proposed rule and supporting documents can be submitted through Oct. 21, 2011.

The Service proposed critical habitat for the Chiricahua leopard frog under the Endangered Species Act (ESA) on March 15, 2011. The Service also began reassessing the status of and threats to the Chiricahua leopard frog – particularly in light of the discovery that the Ramsey Canyon leopard frog population on the eastern slopes of the Huachuca Mountains is in fact a Chiricahua leopard frog population. The Service proposed to continue its protection of the Chiricahua leopard frog as threatened under the Endangered Species Act.

The draft economic analysis of the critical habitat proposal indicates that no significant economic impacts are likely to result from the designation of critical habitat. Incremental costs over the next 20 years are limited to $1.3 to $1.7 million in administrative efforts of new and reinitiated consultations with federal agencies. The economic analysis is intended to assist the Secretary of the U.S. Department of the Interior in determining whether the benefits of excluding particular areas from the designation outweigh the benefits of including those areas in the designation.

Today's announcement includes the addition of areas in Kerr Canyon, West Fork Gila River, and Palomas Creek in New Mexico – each occupied when the frog was added to the list of threatened species in 2002 and known to be presently or recently occupied by the frog. This addition of 331 acres brings the total critical habitat proposal to 11,467 acres in central and southeastern Arizona, and west-central and southwestern New Mexico.

Critical habitat is a term in the ESA that identifies geographic areas containing features essential for the conservation of a threatened or endangered species, and which may require special management considerations or protection. Critical habitat designation provides for the conservation of threatened and endangered species in several ways. Specifying the location of habitat essential for the conservation of the species helps federal agencies identify where to utilize their authorities to benefit the species as required by the ESA. Designating critical habitat also helps focus the conservation

efforts of other conservation partners, such as State and local governments, non-governmental organizations, and individuals. An extensive group of conservation partners completed and began implementing a recovery plan for the Chiricahua leopard frog in 2007.

Designation of critical habitat does not affect land ownership or establish a refuge or preserve. In general, a critical habitat designation has no impact on private landowners taking actions on their land that do not require federal funding or permits.

The health of threatened and endangered species, especially amphibians, is strongly linked to our own well-being. Millions of Americans depend on habitat that sustains these species – for clean air and water, recreational opportunities and for their livelihoods. By taking action to protect imperiled native fish, wildlife and plants, we can ensure a healthy future for our community.

The Chiricahua leopard frog is a medium-to-large sized frog with a stocky body that can grow up to 4.3 inches long. The frog is often green and has a leopard-like patterning, small pale raised spots on the rear thighs, and a raised fold of skin running down each side of the back.

Comments on the proposed critical habitat, the draft economic analysis, the draft environmental assessment, and the proposed retention of the frog's threatened status should be submitted by Oct. 21, 2011. These documents and other information about the Chiricahua leopard frog are available on the Internet at http://www.fws.gov/southwest/es/arizona/, or by contacting the Service's Arizona Ecological Service Office at (602) 242-0210. Comments can be submitted electronically via the Federal eRulemaking Portal at: http://www.regulations.gov, or can be mailed or hand delivered to Public Comments Processing, Attn: FWS-R2-ES-2010-0085; Division of Policy and Directives Management; U.S. Fish and Wildlife Service, 4401 N. Fairfax Drive, Suite 222; Arlington, VA 22203.

The mission of the U.S. Fish and Wildlife Service is working with others to conserve, protect, and enhance fish, wildlife, plants, and their habitats for the continuing benefit of the American people. We are both a leader and trusted partner in fish and wildlife conservation, known for our scientific excellence, stewardship of lands and natural resources, dedicated professionals, and commitment to public service. For more information on our work and the people who make it happen, visit ***www.fws.gov****. Connect with our Facebook page at www.facebook.com/usfws, follow our tweets at www.twitter.com/usfwshq, watch our YouTube Channel at http://www.youtube.com/usfws and download photos from our Flickr page at http://www.flickr.com/photos/usfwshq.*

http://www.fws.gov/southwest/es/arizona/

Note to editors: Photographs and maps are available by contacting Jeff Humphrey at 602-242-0210 x222 (jeff_humphrey@fws.gov) or visiting http://www.fws.gov/southwest/es/arizona/Amphibians.htm and http://www.fws.gov/southwest/es/arizona/CLF.htm.

Coalition Of Arizona/
New Mexico Counties
For Stable Economic
Growth

"Working together for responsible management."

May 16, 2011

Public Comments Processing,
Attn: FWS–R2–ES–2010–0085

Dr. Benjamin Tuggle, Regional Director
U.S. Fish and Wildlife Service
P.O. Box 1306
Albuquerque, NM 87103

Steve Spangle, Field Supervisor
Arizona Ecological Services Office
2321 West Royal Palm Drive, Suite 103
Phoenix, AZ 85021

Federal eRulemaking Portal: http://www.regulations.gov. Comments to Docket No. FWS–R2–ES–2010–0085

RE: Comments on Listing and Designation of Critical Habitat for the Chiricahua Leopard Frog; Proposed Rule (Federal Register / Vol. 76, No. 50 / Tuesday, March 15, 2011 / Proposed Rules Pages 14126 - 14207)

Dear Dr. Tuggle and Steve Spangle,

The Coalition of Arizona/New Mexico Counties (Coalition)[1] is providing the attached comments on the proposed uplisting of the Chiricahua Leopard Frog (CLF) prepared by Darling Environmental Services. We are concerned that the proposal for uplisting and declaration of critical habitat for this species will result in severe economic impact to the affected region and be detrimental to the conservation of this specie.

As in the past the individual county members of the Coalition stand ready to assist the U.S. Fish and Wildlife Service (Service) in the development of effective conservation plans for the CLF. We also look forward to assisting with the preparation of the economic impact analysis and NEPA document as cooperating agencies. We expect that the Service will be inviting the affected counties to participate in these processes as I.D. team members for these purposes. The individual county members would like to work with you to develop the appropriate MOUs to establish the proper working relationships and define the roles and responsibilities of

[1]The Coalition is comprised of the Arizona Counties of Cochise, Gila, Graham and Greenlee and New Mexico Counties of Catron, Chaves, Eddy, Harding, Hidalgo, Lincoln, McKinley, Otero, Rio Arriba and Sierra along with representation from livestock, timber, mining, sportsmen, outfitter, farming and small business industries, as members of the Coalition of Arizona/New Mexico Counties (Coalition). The population of the combined membership exceeds 488,167.

each party. As in the past the Coalition stands ready to assist the Service in coordinating the crafting of the MOU and facilitating participation by the affected member counties in the preparation of the required documents.

Sincerely,

Richard Searle

Richard Searle, President

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May 12, 2011

Public Comments Processing,
Attn: FWS–R2–ES–2010–0085

Dr. Benjamin Tuggle, Regional Director
U.S. Fish and Wildlife Service
P.O. Box 1306
Albuquerque, NM 87103

Steve Spangle, Field Supervisor
Arizona Ecological Services Office
2321 West Royal Palm Drive, Suite 103
Phoenix, AZ 85021

Federal eRulemaking Portal: http://www.regulations.gov. Comments to Docket No. FWS–R2–ES–2010–0085

RE: Comments on Listing and Designation of Critical Habitat for the Chiricahua Leopard Frog; Proposed Rule (Federal Register / Vol. 76, No. 50 / Tuesday, March 15, 2011 / Proposed Rules Pages 14126 - 14207)

On behalf of the Coalition of Arizona and New Mexico Counties (Coalition)[1], we have reviewed the Proposed Rule to list and designate critical habitat for the Chiricahua leopard frog (*Lithobates chiricahuensis*) (76 Federal Register 50, Tuesday, March 15, 2011, Page 14126 et seq.). We conclude that scientific data does not support the proposed designation of critical habitat.

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[1] The Coalition is comprised of the Arizona Counties of Cochise, Gila, Graham and Greenlee and New Mexico Counties of Catron, Chaves, Eddy, Harding, Hidalgo, Lincoln, McKinley, Otero, Rio Arriba and Sierra along with representation from livestock, timber, mining, sportsmen, outfitter, farming and small business industries, as members of the Coalition of Arizona/New Mexico Counties (Coalition). The population of the combined membership exceeds 488,167.

Purpose/Executive Summary

Pursuant to the request by the U.S. Fish and Wildlife Service (USFWS) for comments on the proposal to designate critical habitat for the Chiricahua leopard frog (*Lithobetes chiricahuensis*), (herein referred to as "CLF"), the following issues, concerns, observations and suggestions are provided. We hope this report assists the Service in decisions regarding the designation of critical habitat for the CLF.

The proposed rule does not meet the Data Quality Act of 2000 (Paperwork Reduction Act. 44 U.S.C. 3501 et seq amendment) (herein referred to as "DQA") standards. Instead it ignores the best scientific information available and bases many of its conclusions on supposition and speculation about the future. Critical habitat designation is not warranted.

FR Page 14128 Column 3 – "Chiricahua leopard frogs are reasonably likely to disperse 1.0 mile (mi) (1.6 kilometers (km)) overland, 3.0 mi (4.8 km) along ephemeral or intermittent drainages (water existing only briefly), and 5.0 mi (8.0 km) along perennial water courses (water present at all times of the year), or some combination thereof not to exceed 5.0 mi (8.0 km). This is often referred to as the ''1–3–5 rule'' of dispersal. "

Comment: Dispersal movement by individuals or portions of populations or megapopulations may be due to overcrowding and/or competition which are certainly not uncommon in size-limited habitats. These movements may ultimately cull weak or young individuals from the population, which reflects classical "survival of the fittest" allowing the strongest to reproduce. The "1-3-5 rule" is cited although in practical terms it does not consider the most crucial element in the success of dispersal—finding suitable habitat. The uncertainties of climate may have a strong influence on the availability of habitat, its longevity, and its spatial distribution. The subspecies is mobile and may respond to wet and dry periods in ways that are not being anticipated or considered.

Assisted migration of animals has become a reality in population management all over the world. In the case of the CLF, if the Service will cooperate with private land owners and allow movement of CLF between stock tanks that do not have bullfrogs and other nonnative species that outcompete, the Service will do more to protect CLF than listing critical habitat.

If instead, the Service lists critical habitat, it will benefit ranchers and other private landowners to allow bullfrogs to take over water sources and allow certain stock tanks that aren't in use to dry up to preclude the possibility of harboring the CLF. This is a harsh reality of overzealous regulations, especially in a bad economy where people are saving time and money wherever possible.

The Service has an opportunity to work to incentive private landowners and increase CLF populations by deciding NOT to designate critical habitat. We recommend this approach.

FR Page 14128 Column 3 – "Overall, the Chiricahua leopard frog has made modest population gains in Arizona in spite of disease and predation, but is apparently declining in New Mexico because of these threats. We consider disease, specifically chytridiomycosis, and predation by nonnative species to be threats affecting the species such that the species is likely to become endangered within the foreseeable future. "

Comment: The invasion of many water habitats by the predatory bullfrogs and/or non-native fish has contributed to the decline of the species in many habitats. Efforts to control these predators have been ineffective due, in part, to their ability to withstand control measures and the ineffective methods themselves. Reintroduction of the subspecies into habitats where these predators are present would be an exercise in futility. Bullfrog control/take methods allowed under hunting regulations are too restrictive and usually ineffective in small stock tanks. The use of air rifles or small caliber firearms could easily be used in these normally isolated habitats with little risk. Application of such methods in larger settings is inappropriate due to safety concerns.

Ranchers and other private landowners periodically drain and clean stock tanks. The landowners can be instrumental in eliminating bullfrogs from isolated waters that can harbor CLFs. They need incentives to want to have CLFs on their property. Again, the Service has an opportunity to continue to work with these people or create an adversarial situation where the real loser is the CLF.

FR Page 14129 Column 2 – "A copper mine (the Rosemont Mine) has been proposed in the northeastern portion of the Santa Rita Mountains, Pima County, Arizona (recovery unit 2), the footprint of which includes several sites recently occupied by Chiricahua leopard frogs. Recent research indicates that Chiricahua leopard frog tadpoles are sensitive to cadmium and copper above certain levels (Little and Calfee 2008, pp. 6–10), making the introduction of copper into Chiricahua leopard frog habitat a possible significant threat. <u>No analyses have been conducted yet to quantify how the frogs and their habitats may be affected in that region</u> (*emphasis added*), which potentially includes the Bureau of Land Management's Las Cienegas National Riparian Conservation Area; however, a draft environmental impact statement will likely be published in 2011.

Comment: Reference to the proposed Rosemont Mine seems gratuitous but given the pressures applied to government agencies by lobbying groups opposed to the project it is not unexpected.

As underlined above, "No analyses have been conducted yet to quantify how the frogs and their habitats may be affected in that region…" This statement provides ample evidence of the nature

of the problem. It also presents an opportunity for agencies to work with project proponents to insure that the CLF and other species are preserved. This is a difficult alliance especially when project proponents and agency personnel are vilified in public meetings by lobbyists who oppose any agreement. This tactic is an embarrassment to all and does not benefit the CLF.

FR Page 14130 Columns 1 & 2 - "The recent genetic study revealed no systemic lack of genetic diversity within the Chiricahua leopard frog as a species (Herrmann *et al.* 2009, pp. 12–17). In fact, populations were quite variable; up to 16 different genetic groupings were found. This does not preclude the possibility that individual populations may suffer from genetic or demographic problems, but the study shows the species retains good genetic variability (*emphasis added*)."

Comment: The above underlined statement is clearly the product of zealous but unintelligent pursuit of environmental objectives by agency officials on the basis of nothing more than speculation and surmise contradicted, by the best scientific and commercial information available. The best scientific information available demonstrates that genetic diversity in not a problem for CLF. However, the Service goes out of its way, in spite of solid science, to speculate about genetic and demographic impacts to small populations of CLF, in clear violation of the Data Quality Act.

The possible threats listed are common to virtually all small populations in both the plant and animal kingdoms. They are not unique. If an isolated population if found to lack of genetic diversity the problem can be solved by introducing frogs of the same species from different locations into the isolated areas to assure genetic mixing. Designation of critical habitat would only make it more difficult to move frogs when necessary.

The agency speculation certainly does not amount to a reason for the proposed critical habitat designation. Instead, it violates the Data Quality Act.

FR Page 14131 Columns 1 & 3 – "Due primarily to ongoing conservation measures and the existence of relatively robust populations and metapopulations, we have determined that the species is not in immediate danger of extinction (*i.e.,* on the brink of extinction). However, because we believe that the present threats are likely to continue in the future (such as chytrid fungus and nonnative predators spreading and increasing in prevalence and range, affecting more populations of the leopard frog, thus increasing the threats in the foreseeable future), we have determined that the Chiricahua leopard frog is likely to become in danger of extinction throughout all or a significant portion of its range in the foreseeable future."

Comment: The Services presumption that there are "future" threats clearly fails to pass DQA standards because that presumption is based solely on speculation and surmise contradicted by the best scientific and commercial information available.

The San Pedro Riparian National Conservation Area (SPRNCA), FY 2009 Annual Manager's Report states that six springs, monitored by the BLM wildlife biologist and hydro tech were "proven to have adequate water quantity and quality to support reintroduction efforts of four native species" including the CFL. These sites were visited by "cooperators from Arizona Game and Fish (AGFD) and USFWS." These reintroduction activities are an important addendum to those mentioned in the March 15, 2011 proposal. SPRNCA is endeavoring to achieve conservation of the CLF despite ongoing budget limitations. Perhaps a more overt cooperative effort with BLM, AGFD and USFWS needs to be considered.

FR Page 14131 Column 1 – "Moreover, climate change, particularly in the form of increased water temperatures, does not seem to pose a significant threat to the Chiricahua leopard frog into the foreseeable future. As such, other natural or manmade factors affecting the species' continued existence do not appear to be a threat affecting the Chiricahua leopard frog such that the species is likely to become endangered within the foreseeable future. "

Comment: Agreed.

FR Page 14139 Table 2

Comment: The amount of Private Land in Table 2 appears to be high. If the exempted areas (Table 3) and their associated waterways are eliminated the actual amount of private land is greatly reduced. It would seem that participants in exemption areas (Table 3) are a resource that the Service has not used effectively. A panel of participants could be the explaining, recruiting, evaluating, and approving body for Safe Harbor Agreements and other similar actions. The Service should act in consideration of their recommendations.

There are serious trust issues between the private sector and federal agencies. The skepticism is both in regard to the agency as a whole and to individuals who act independently as representative of federal agencies in reaction to lobbying group pressure. Consultation with a peer group (i.e. Table 3) that has completed the process may help those who have been alienated by past agency actions.

If critical habitat designation is important, then perhaps the Service negotiations should be conducted by higher-level Regional personnel who are less likely to be impacted or hampered by lobbyists or prejudices towards specific types of activity regardless of the potential for impact on a T&E species.

FR Page 14155 Column 2 – "The Secretary may exclude an area from critical habitat if he determines that the benefits of such exclusion outweigh the benefits of specifying such area as

part of the critical habitat, unless he determines, based on the best scientific data available, that the failure to designate such area as critical habitat will result in the extinction of the species."

Comments: The designation of critical habitat in small stock tanks on private land may ultimately lead to the loss of these habitat areas. Scattered stock tanks on private land have been established and maintained to provide water for livestock over many years. Their use naturally ebbs and flows with the supply and demand issues of the cattle industry itself. Some of these tanks have become serendipitous temporary or permanent habitat for water-dependent species including CFL. Some ranchers have taken steps to enhance and/or perpetuate these tank habitats specifically to benefit the CLF. Some have entered into Safe Harbor Agreements with USFWS and many have not.

The cattle industry in the southwest has been impacted by the national economy, dietary patterns and government regulation. These supply and demand issues impacting this industry have reduced herd sizes and the need for some tank resources. The cost of maintaining these tanks may not be in the best economic interest of ranchers.

Continued efforts to curtail grazing are counterproductive and potentially lethal to the species. As practiced in Arizona today, the majority of cattle grazing are based on scientific analysis of range condition. Forage species composition is monitored, weed and other undesirable species composition is controlled, and fencing, corrals, and stock tanks are maintained. Without grazing stock tanks will not be maintained adequately, if at all, by the new caretakers of the land.

Abusive grazing practices of the past are not being repeated on today's range yet environmentalists and some government agencies insist on living in the past and blaming cattle for any perceived problem. "Riparian vegetation has increased significantly in many reaches irrespective of the presence of grazing cattle" (Webb et al. 2007). "How much the late-twentieth-century increases in riparian vegetation can be attributed either to grazing reductions or to other climatic and hydrologic factors remains an open question" (Webb et al. 2007).

FR Page 14161 Column 1 – "The designation of critical habitat does not impose a legally binding duty on non-Federal Government entities or private parties."

Comment: This sentence needs to be moved to the first page of the proposed rule. As stated it does not preclude that "legally binding duty" may be perceived by private parties and imposed by government agency personnel in negotiations or reviews of permit applications. The misuse or misinterpretation of critical habitat by lobbyists, agencies, and individuals has led to the trust issues that negatively impact the intended target of the Endangered Species Act (ESA)....the species.

SUMMARY

Designation of small, privately held stock tanks as critical habitat for the CLF is not in the best interest of the species. The serendipitous use of these habitats by CLF is a benefit provided by members of the ranching community and should be valued, encouraged, and permitted to continue as presently maintained.

Designating critical habitat would mean that agency and private individuals have failed to take notice of the CLF and manage its habitat. We know this is not true as evidenced of successes on private land and increases in the number of locations of CLF populations and individuals.

The exclusions proposed in the Federal Register are not enough. Instead of using critical habitat as a hammer that will negatively impact the willingness of ranchers and other private individuals to work with federal and state agencies on threatened and endangered species management, we strongly encourage that the Service work with private land owners without the threat of this kind of deterrent.

A very basic question needs to be addressed further before a decision is made that would include private lands in the CLF critical habitat designation: "Why does the Service want to alienate the very people who can help increase the number of CLFs?"

Prepared by Darling Environmental & Surveying, Ltd

Douglas Warren, PhD

and

Mary E. Darling, MD, JD

Literature Cited

Gardner, T.A., Barlow, J., and Peres, C.A. 2007. Paradox, presumption and pitfalls in conservation biology: The importance of habitat change for amphibians and reptiles. (http://www.sciencedirect.com/science?_ob=ArticleURL&_udi=B6V5X-4NVK1WW-e&_).

NSTC 2007. Scientific Assessment of the Effects of Global Change on the United States. A Report of the Committee on Environment and Natural Resources. National Science and Technology Council.

PARMESAN, C. 2006. Ecological and evolutionary responses to recent climate change, Annual Review of Ecology, Evolution and Systematics 37:637-669.

SOHE 2007. The Importance of Habitat Change for Amphibians and Reptiles. Sonoran Herpetologist 20 (10) 2007.

SPRNCA 2009. San Pedro Riparian National Conservation Area, National Landscape Conservation System. FY 2009 Annual Manager's Report.

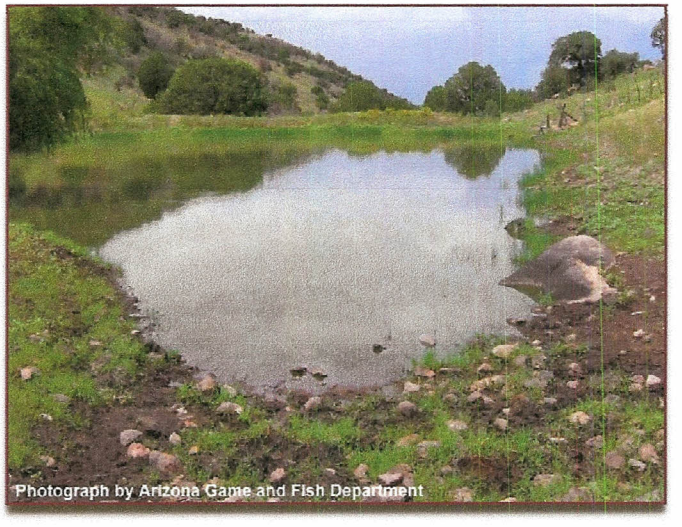
DRAFT ENVIRONMENTAL ASSESSMENT

for the

DESIGNATION OF CRITICAL HABITAT

for the

CHIRICAHUA LEOPARD FROG



Prepared by Mangi Environmental Group
For the
Department of Interior
U.S. Fish & Wildlife Service

In ponds proposed as critical habitat, most of which are impoundments for watering cattle or other livestock, proposed critical habitat extends for 20 ft (6.1 m) beyond the high water line or to the boundary of the riparian and upland vegetation edge, whichever is greatest. The frogs are commonly found foraging and basking within 20 feet of the shoreline of tanks. In addition, proposed critical habitat extends upstream from ponds from the extent of the boundary for 328 ft (100 m) from the high water line. The proposed critical habitat extends to 328 ft (100 m) upstream because there is often a riparian drainage coming into the tank, and the frogs are likely moving along those drainages. Also, the high water line is defined as that water level which, if exceeded, results in overflow of the pond. In most cases, this is the elevation of the spillway in livestock impoundments.

TABLE 1. Proposed critical habitat units for the Chiricahua leopard frog

[Area estimates reflect all land within critical habitat unit boundaries. Note that grazing allotments are not considered in private ownership.]

Critical Habitat Unit	Land Ownership by Type Acres (Hectares)			Size of Unit in Acres (Hectares)	Currently Occupied?
	Federal	State	Private		
(1) Twin Tanks and Ox Frame Tank	0	1.3 (0.5)	0.4 (0.2)	1.7 (0.7)	Yes
(2) Garcia Tank	0.7 (0.3)	0	0	0.7 (0.3)	Yes
(3) Buenos Aires NWR Central Tanks	1,720 (696)	0	0	1,720 (696)	Yes
(4) Bonita, Upper Turner, and Mojonera Tanks	201 (81)	0	0	201 (81)	Yes
(5) Sycamore Canyon	262 (106)	0	7 (3)	268 (108)	Yes
(6) Peña Blanca Lake and Spring and Associated Tanks	202 (82)	0	0	202 (82)	Yes
(7) Florida Canyon	4 (2)	0	0	4 (2)	Yes
(8) Eastern Slope of the Santa Rita Mountains	172 (70)	0	14 (6)	186 (75)	Yes
(9) Las Cienegas National Conservation Area	1,235 (500)	186 (75)	0	1,420 (575)	Yes
(10) Pasture 9 Tank	0	0	0.5 (0.2)	0.5 (0.2)	Yes
(11) Scotia Canyon	70 (29)	0	0	70 (29)	Yes

(12) Beatty's Guest Ranch	0	0	10 (4)	10 (4)	Yes
(13) Carr Barn Pond	0.6 (0.3)	0	0	0.6 (0.3)	No
(14) Ramsey and Brown Canyons	58 (24)	0	65 (26)	123 (50)	Yes
(15) High Lonesome Well	0	0	0.4 (0.2)	0.4 (0.2)	Yes
(16) Peloncillo Mountains	366 (148)	0	289 (117)	655 (265)	Yes
(17) Cave Creek	234 (95)	0	92 (37)	326 (132)	No
(18) Leslie Creek	26 (11)	0	0	26 (11)	Yes
(19) Rosewood and North Tanks	0	78 (31)	19 (8)	97 (39)	Yes
(20) Deer Creek	17 (7)	69 (28)	34 (14)	120 (48)	Yes
(21) Oak Spring and Oak Creek	27 (11)	0	0	27 (11)	Yes
(22) Dragoon Mountains	74 (30)	0	0	74 (30)	Yes
(23) Buckskin Hills	232 (94)	0	0	232 (94)	Yes
(24) Crouch, Gentry, and Cherry Creeks, and Parallel Canyon	334 (135)	64 (26)	6 (3)	404 (163)	Yes
(25) Ellison and Lewis Creeks	83 (34)	0	15 (6)	99 (40)	Yes
(26) Concho Bill and Deer Creek	17 (7)	0	0	17 (7)	Yes
(27) Campbell Blue and Coleman Creeks	174 (70)	0	0	174 (70)	Yes
(28) Tularosa River	335 (135)	0	1,575 (637)	1,910 (772)	Yes
(29) Deep Creek Divide Area	408 (165)	0	102 (41)	510 (206)	Yes
(30) Main Diamond Creek	14 (6)	0	40 (16)	54 (22)	Yes
(31) Beaver Creek	132 (54)	0	25 (10)	157 (64)	Yes
(32) Left Prong of Dix Creek	13 (5)	0	0	13 (5)	Yes
(33) Rattlesnake Pasture Tank and Associated Tanks	59 (24)	0	0	59 (24)	Yes
(34) Coal Creek	7 (3)	0	0	7 (3)	Yes
(35) Blue Creek	24 (10)	0	12 (5)	37 (15)	Yes
(36) Seco Creek	66 (27)	0	610 (247)	676 (273)	Yes

(37) Alamosa Warm Springs	0.2 (0.1)	25 (10)	54 (22)	79 (32)	Yes
(38) Cuchillo Negro Warm Springs and Creek	3 (1)	3 (1)	23 (9)	28 (12)	Yes
(39) Ash and Bolton Springs	0	0	49 (20)	49 (20)	Yes
(40) Mimbres River	0	0	1,097 (444)	1,097 (444)	Yes
(41) Kerr Canyon	19 (8)	0	6 (2)	25 (10)	Uncertain
(42) West Fork Gila River	177 (72)	0	0	177(72)	Yes
(43) South Fork Palomas Creek	23 (9)	0	106 (43)	129 (52)	Yes
Total	**6,790 (2,750)**	**426 (173)**	**4,251 (1,721)**	**11,466 (4,644)**	

Note: Area sizes may not sum due to rounding.

2.4 Alternative B—Critical Habitat Designation with Exclusion Areas

Alternative B includes the areas included in Alternative A, minus the following areas that would be wholly or partially excluded based on considerations outlined in section 4(b)(2) of the Act, and described below for each unit. The exclusions are associated with the following conservation programs:

- Arizona Game and Fish Department Safe Harbor Agreement
- Malpai Borderlands Group Safe Harbor Agreement
- Malpai Borderlands Group Habitat Conservation Plan
- Established conservation easements

Table 2 below provides approximate areas (1,647 ac (667 ha)) of lands that meet the definition of critical habitat but for which the Service is considering possible exclusions under section 4(b)(2) of the Act from the final critical habitat rule. Detailed descriptions of the reasons for proposed exclusion for each unit are found in the proposed designation (76 FR 14126).

TABLE 2. Exemptions and areas considered for exclusion by critical habitat unit, based on section 4(b)(2) of the Endangered Species Act

Unit	Specific Area to be Considered for Exclusion	Area Meeting the Definition of Critical Habitat in the Unit (Acres (Hectares))	Possible Exclusion in Acres (Hectares)
10	Pasture 9 Tank	0.5 (0.2)	0.5 (0.2)
12	Beatty's Guest Ranch	10 (4)	10 (4)
14	Ramsey Canyon Preserve	123 (50)	16 (6)
16	Canoncito Ranch	655 (265)	289 (117)
17	Southwest Research Station	326 (132)	92 (37)
19	Magoffin Ranch	97 (39)	97 (39)
36	Ladder Ranch	676 (273)	610 (247)
38	Ladder Ranch	28 (12)	23 (9)
40	Mimbres River Preserve	1,097 (444)	510 (206)
43	Ladder Ranch	23 (9)	106 (43)
Totals		**3,036 (1,229)**	**1,753 (710)**

2.5 Alternatives Considered but Dismissed from Further Analysis

2.5.1 Development of Conservation Agreements

The development of conservation agreements with agencies and private landowners to gain similar protection to that afforded by designation of critical habitat would preclude the need to designate critical habitat. Such conservation agreements would have to be negotiated with numerous federal and state agencies, local governments, Native American Tribes, and private landowners in two states, and conservation efforts would have to be implemented or in progress. The development of a multistate, multiagency, multi-watershed conservation agreement(s) involving a large number of private landowners would be difficult to develop, costly to implement, and subject to litigation. No such efforts were underway during the 2011 proposed rule development nor are any proposed in the foreseeable future. It is unlikely that such a

Chiricahua Leopard Frog Critical Habitat--Watershed Subbasin Map

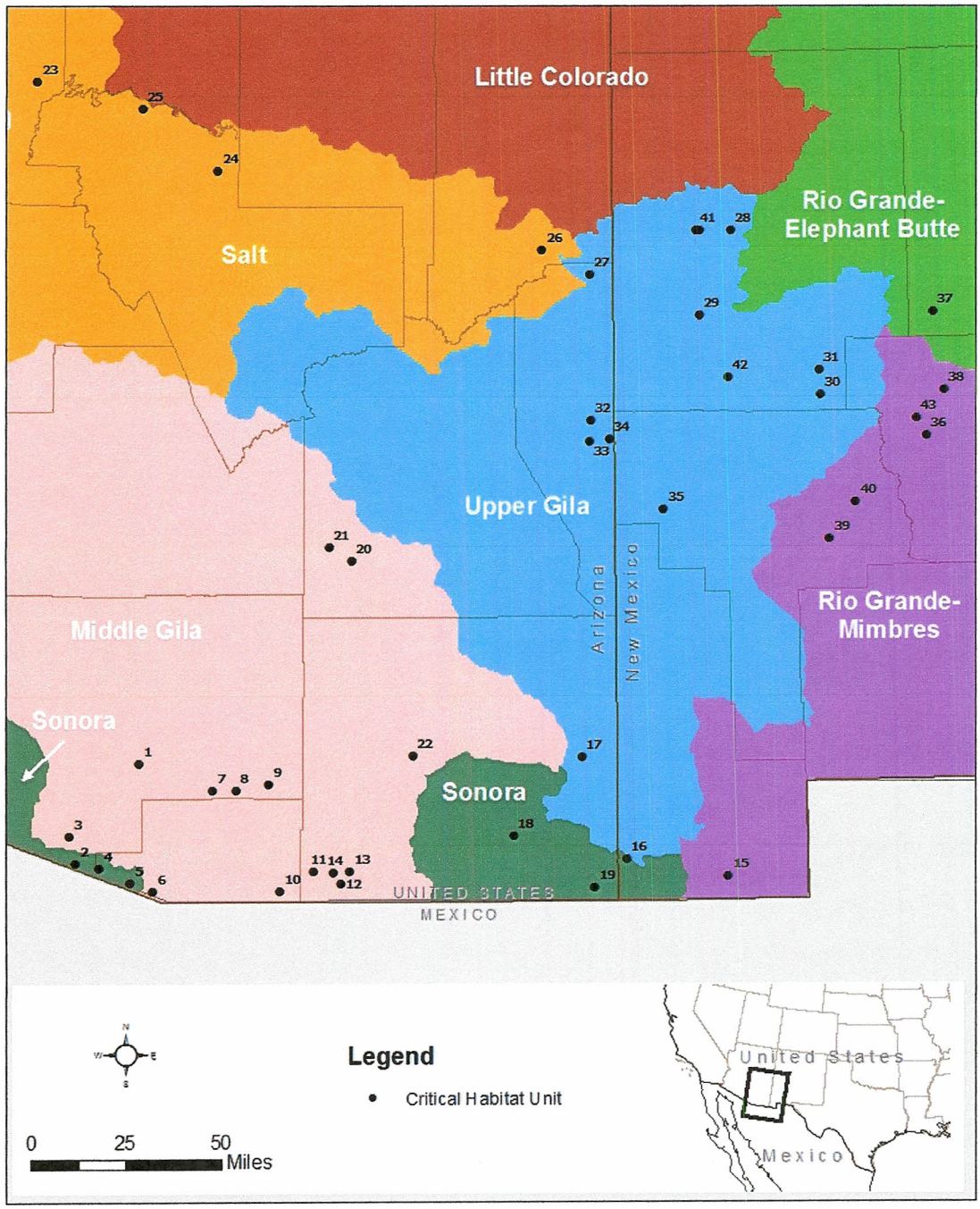


Figure 3. Watershed Subbasins with Proposed Critical Habitat Units

ARF-898 **Regular Agenda Item 3- C**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For: Steve Stratton Submitted By: Shannon Boyer, Public Works Division

Department: Public Works Division

Presenter's Name: Steve Stratton

Information

Request/Subject

Payson County Administration Building Remodeling Project Call for Bids.

Background Information

Staff has been exploring ways to improve public access to County services, with an eye toward the two major population centers in Gila County. Most all of the services currently offered in one location are offered in the other.

However, the conference room in the Payson Administrative Offices is used as the Board Hearing Room and is inconvenient and inadequate. The space is too small and the conference table arrangement for the Chairman, Board members, public and the press is notably inappropriate.

Evaluation

It is important for the Board of Supervisors to be able to conduct meetings in Payson and Globe with the same degree of decorum and professionalism. The small conference room in Payson is inadequate and should be expanded and improved to be somewhat on a par with the Globe Board Hearing Room. Increasing the size of the room and converting it into a Hearing Room will impact several other areas of the Administrative Offices.

The Public Works Division has had plans drawn by an in-house architect and has developed some preliminary cost estimates on expanding the conference room, constructing a raised bench, installing a folding screen wall to create two separate meeting rooms, providing additional IT equipment similar to the Globe Hearing Room, rearranging the office space and work areas, and redesigning and expanding the parking lot. Current rough cost estimates for the entire project range between $333,000 and $365,000.

This project could be funded using the 2009 Bond Project funds. The current projected balance in these funds is approximately $500,000. Depending on the actual remaining balance, as projects currently underway are completed, some planned projects may have to be postponed if this project is fully funded. The postponements could include: lower level Courthouse remodel, Gila County Mail Room, and additional Probation offices.

The Payson Administrative Offices Remodel Project could be done in phases over a 1 or 2 year time frame. For example: Phase I would be the conference room could be enlarged including the installation of the folding screen wall and moving the existing conference table to be used as diaz with theater style seating and utilizing the existing IT equipment. Phase II would be a raised diaz and built-in Board desks with upgraded IT and the office modifications. Phase III would be the expansion of and improvements to the parking lot.

Conclusion

This project is necessary and important if Gila County desires to be responsive to our citizens' requests to provide as nearly as possible, equal levels of service to both of the County's population centers. While adequate 2009 Bond funds are available to complete the project, it may be prudent to do the project in phases. Obtaining bids from contractors would provide more accurate and reliable cost estimates upon which to base a decision as to how to proceed. It could be bid in such a way as to allow the Board to decide whether or not they wish to proceed with implementation in phases or as one total project.

Recommendation

The Public Works Director recommends that the Board of Supervisors authorize staff to move forward with the Payson Administration Building Remodel Project by approving a Call for Bids. Said Call to be written to allow the project to be bid and implemented in logical phases or as one complete project.

Suggested Motion

Information/Discussion/Action to authorize staff to issue a Call for Bids for the Payson Administration Building Remodel Project. Said Call is to be written to allow the Project to be bid and implemented in logical phases or as one complete project. **(Steve Stratton)**

Attachments

Payson Complex Conference Room Remodel Estimate

Payson Complex Conference Room Remodel IT Estimate

Payson Administration Building Parking Lot

Gila County Conference Room Remodel.

D.A. Dailey construction soft proposal.

1. Permit's plan's and architect.....$0.00
2. Hesbestus testing if required.....$1200.00
3. H.V.A.C. Engineering if required.....$2,000.00
4. Electrical engineering if required.....$2,500.00
5. Demolition labour and dumpster fee's at interior.....$6,250.00
6. Electrical demolition rough-in and re-trim.....$19,500.00
7. Reblow attic insulation R-38.....$2,150.00
8. Relocate and reinstall necessary dutchwork,thermostats,and supply and return registers.....$4,800.00
9. Hang tape and texture 5/8th's drywall with necessary patch work.$8,500.00
10. Paint two coat interior with stain grade package on millwork.....$8,900.00
11. Interior door package with room divider and hardware.....$23,500.00
12. Interior rough frame and trim labour.....$15,500.00
13. Re work existing bathrooms tile and trim.....$2,800.00
14. Minor plumbing where necessary.....$1,800.00
15. Allowance for new floor covering's and commercial glue down...$8,000.00
16. Allowance for millwork including built in cabinets for workroom, break room, and conference room with wall paneling and laminet countertop's.$25,000.00

17. Demolition lobby room stone floor and entyway step's $2,500.00

18. Poor back leight weight concrete in lobby and exterior stair's.....$3,900.00

19. Remove and re-install stor front glass door's at lobby.....$1,350.00

20. Converte singal office on east wall to double office and add door, side light and elecric where necessary.....$4,800.00

21. Remove, Relocate and or add sprinkler heads where neccessarry. Engeneering may be required on this trade by the local fire marshall.....$6,500.00

22. Low/ voltage alarm and data com, with sound system in conference..$7,500.00

23. Commercial instruction clean up and final touchup.....$1,750.00

Subtotal.....$160,700.00

6.4% Sales Tax.....$10,284.80

10% Profit and Overhead for Commercial General Contractor..$17,098.00

Job total with tax and overhead.....$188,082.80

D.A. Dailey Constuction INC.
P.O. Box 2610
Payson, Az. 85547
(928)-978-6420

R.O.C. Commercial
#102523
Ridential #098279

Board Room Payson

Projector Estimate	2,000
Switch 3560g	2,800
Audio estimate	14,000
Cabling 2000 estimate not including rack	
LCD TV 60 inch with Walmount estimate	2,500
HDMI cables estimate	400
Pc for presentations 1,086 dollars	1,086
Pc's for Board members and Admin Estimate	7,200
Smart Board estimate	1,500
Smart Board cabinet estimate	1,000
Lifesize Express 220	5,800
Total Estimated Costs	38,300

		PAVING							CONCRETE	
PARKING LOT										
RETAINING WALL	163 LIN.FT.	163	$16.50		$2,689.50		163 LIN.FT.	163	$ 16.50	$ 2,689.50
SUB GRADE PREP	15,350 SQ.FT.	15,350	$4.50		$69,075.00		15,350 SQ.FT.	15,350	$4.50	$ 69,075.00
PAVING										
NEW REAR PARKING AREA	4500 SQ.FT.	4500	$2.03		$9,135.00					
REDO SIDE PARKING AREA	7700 SQ FT.	7700	$2.03		$15,631.00					
FRONT DRIVETHRU AREA	3150 SQ.FT.	3150	$2.03		$6,394.50					
CONCRETE -ALTERNATE							15,350 SQ.FT.	15,350	$ 4.00	$ 61,400.00
CONCRETE SIDEWALK ADA ACCESS	320 SQ.FT.	320	$6.82		$2,182.40		320 SQ.FT.	320	$6.82	$ 2,182.40
CULVERTS										$ -
RIP RAP	5.CY.	5	$55.00		$275.00		5.CY.	5	$55.00	$ 275.00
SIGNAGE										$ -
ADA VAN ACCESSIBLE SPACE	1	1			$0.00		1			$ -
TRAILER PARKING W/ ARROW	1	1			$0.00		1			$ -
TRAILER PARKING SPACE	1	1			$0.00		1			$ -
PARKING BUMPERS					$0.00					$ -
CURBS					$0.00					$ -
LANDSCAPING					$0.00					$ -
DG AT LANDSCAPE AREA					$0.00					$ -
TRAFFIC CONTROL					$ 1,500.00					$ 1,500.00
SUBTOTAL					**$106,882.40**					**$ 137,121.90**

ARF-857 **Regular Agenda Item 3- D**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For: Steve Stratton Submitted By: Valrie Bejarano, Finance Department

Department: Public Works Division Division: Fleet

Fiscal Year:	FY 2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	11-15-2011 to 11-14-2012	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Presenter's Name: Steve Stratton

Information

Request/Subject

Request to Advertise Invitation for Bids No. 091411-1 New Fleet Vehicles as Specified

Background Information

The advertisement of IFB 091411-1 for new fleet vehicles would allow the County Fleet Department the ability to receive proposals from automobile suppliers and have the option to purchase new units if necessary.

Evaluation

The vehicles mentioned in the invitation for bids may be needed in fleet services and public works in the coming year. These vehicles would replace units that are high in miles, becoming too expensive to operate, or are inefficient.

The request for a price quote on a vehicle does not mean the purchase of the vehicle, only the ability to purchase if the need arises.

Conclusion

The vehicles that would be purchased from this invitation for bids could possibly be assigned to Community Development, Sheriff's Office, Health Department and Facilities Management among others, depending on the needs of the County.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve the advertisement of Bid No. 091411-1 for one or more new fleet vehicles as specified.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 091411-1 for the purchase of one or more new fleet vehicles as specified for Gila County. **(Steve Stratton)**

Attachments

Request to Advertise Invitation for Bids 091411-1

Invitation for Bids No. 091411-1

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 one or more vendors for the purchase of New Fleet Vehicles as Specified.

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

II. DEPARTMENTAL INFORMATION ONLY BID NO.: **091411-1**
(For Procurement Use Only)

Action Dates:

Department Receipt: ___/___/___ Placed on Agenda: 10 / 18 / 11

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

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

Advertised Dates: From: 10 / 19 / 11 To: 10 / 26 / 11

Closing Date: 11 / 03 / 11 Bid Award Date: ___/___/___

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

Proposed Delivery Date: ___/___/___

III. OTHER APPROVAL (only as necessary)

Public Works: Dept. Head Sign: _____ Date: 9/28/11

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, *for* Daisy Flores County Attorney

Signed: _____ Date: ___/___/___
Tommie C. Martin, 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)
Tommie C. Martin, Chairman, Board of Supervisors, Gila County

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 091411-1

NEW FLEET VEHICLES AS SPECIFIED

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

COUNTY MANAGER
Don E. McDaniel Jr.

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 E. Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
091411-1

BID DUE DATE: **November 3, 2011** **TIME: 11:00 AM**

DESCRIPTION: **New Fleet Vehicles as Specified**

Bid Opening Location: **GILA COUNTY**
BOARD CONFERENCE ROOM #257
1400 EAST ASH STREET, GLOBE, ARIZONA 85501

Bid Submittal Location: **GILA COUNTY PROCUREMENT, 1400 E. Ash St., Globe, AZ 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: October 19 and 26, 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: _____
Tommie C. Martin, Chairman, Board of Supervisors

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GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of one (1) or more New Fleet Vehicles as Specified for departments in Gila County.

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. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Page 11, and Pages 13-20 as specified on Price Sheet for total price being proposed**.

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bids 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 Procurement, 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 23.

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 five (5) 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 Office and will be available for review after contract award.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that One (1) Original and One (1) copies (2 TOTAL) with original signatures on all two (2) 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, State, 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 Vendor discovers and corrects such errors prior to the Proposal deadline.

All bids shall be submitted in a sealed envelope, a minimum of Two (2) copies with original signatures shall be provided by the Vendor. The words "Invitation for Bid" with Title "New Fleet Vehicles as Specified", Bid No., "091411-1", Date "November 3, 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 may 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 under this IFB 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 24, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification forms(s) pages 12.

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.

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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 091411-1

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, the contract to purchase one or more New Fleet Vehicles as Specified.

Note: 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.

SECTION 3.0

Ordering and Delivery:

3.1 ORDERING: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item 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 071411-1 New Fleet Vehicles as Specified

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

DESCRIPTION: NEW FULL SIZE 4 DOOR ¾ TON 4x4 QUAD CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year/Make/Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: Solid White		
Interior: Light Color Covered Front Bucket Seats with Arm Rests		
Vinyl Floor Covering		
Power Features: Door Locks		
Windows		
Mirrors		
Steering		
4 Door with outside door handles on all doors		
Remote Keyless Entry		
Cruise Control		
Tilt Steering Wheel		
Tinted Glass		
AM / FM Clock (CD) Radio / Stereo		
V8 Gas Engine		
Four Wheel Drive 4x4		
Off-Road Package		
Automatic Transmission		
Locking Differential		
Air Conditioning		
Trailer Tow Package with Class IV Receiver Hitch to include Engine and Transmission Oil Coolers, etc. (Factory Installed) –9500 GVW		
All Terrain or On/Off Road Tires		
Skid Plate Package (Factory Installed)		
6.5 Foot Bed Length		
Running Boards		

SUB-TOTAL AMOUNT	**$.**
SALES TAX	**$.**
OTHER CHARGES/FESS (Explain)	**$.**
TOTAL AMOUNT OF DELIVERED VEHICLE	**$.**

Vendor Name: _____ Phone Number: _____

*Delivery Location: Fleet Department, 1400 East Ash Street, Globe, AZ 85501

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 2 DOOR ½ TON 4x4 EXTENDED CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: White		
Interior: Light cloth covered front split bench seats		
Power Features: Door Locks		
Windows		
Mirrors		
Steering		
Tilt Steering Wheel		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock (CD) Radio – Bluetooth Connectivity		
V6 or V8 Gas Engine		
Four Wheel Drive		
Locking Rear Differential (or equal)		
Trailer Towing Package with Class IV Receiver Hitch to include Engine and Transmission Oil Coolers, etc. (Factory Installed) – 7,000 GVW		
Skid Plate Package (Factory Installed)		
All Terrain or On/Off Road Tires		
Automatic Transmission		
Air Conditioning		
Tinted Glass		
6.5 Foot Bed Length		

SUB–TOTAL AMOUNT	**$.**
SALES TAX	**$.**
OTHER CHARGES/FEES (explain)	**$.**
TOTAL AMOUNT OF DELIVERED VEHICLE	**$.**

Vendor Name: _____ Phone Number: _____

*Delivery Location: Fleet Department, 1400 East Ash Street, Globe, AZ 85501

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 2 DOOR ½ TON 4x4 REGULAR CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: White		
Interior: Tan or Light Color Cloth Covered Seats		
Power Features: Door Locks		
Windows		
Mirrors		
Steering		
Driver Seat		
Tilt Steering Wheel		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock Radio		
V6 Gas Engine		
Locking Rear Differential (or equal)		
Skid Plate Package (Factory Installed)		
4 Wheel Drive		
Automatic Transmission		
Air Conditioning		
Tinted Glass		
6.5 Foot Bed Length		

SUB – TOTAL AMOUNT	$.
SALES TAX	$.
OTHER CHARGES/FEES (explain)	$.
TOTAL AMOUNT OF DELIVERED VEHICLE	$.

Vendor Name: _____ Phone Number: _____

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 2 DOOR ½ TON 4x2 REGULAR CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: White		
Interior: Light cloth covered 40-20-40 split bench seats		
Power Features: Door Locks		
Windows		
Mirrors		
Steering		
Tilt Steering Wheel		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock Radio		
V6 or V8 Gas Engine		
Locking Rear Differential (or equal)		
Trailer Towing Package with Class IV Receiver Hitch to include Engine and Transmission Oil Coolers, etc. (Factory Installed) – 7,000 GVW		
Automatic Transmission		
Air Conditioning		
Tinted Glass		
8 Foot Bed Length		

SUB – TOTAL AMOUNT	$.
SALES TAX	$.
OTHER CHARGES/FEES (explain)	$.
TOTAL AMOUNT OF DELIVERED VEHICLE	$.

Vendor Name: _____ Phone Number: _____

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 2 DOOR ½ TON 4x2 REGULAR CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: White		
Interior: Tan or Light Color Cloth Covered Seats		
Power Features: Door Locks		
Windows		
Mirrors		
Steering		
Driver Seat		
Tilt Steering Wheel		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock Radio		
V6 Gas Engine		
Locking Rear Differential (or equal)		
Automatic Transmission		
Air Conditioning		
Tinted Glass		
6.5 Foot Bed Length		

SUB – TOTAL AMOUNT	$.
SALES TAX	$.
OTHER CHARGES/FEES (explain)	$.
TOTAL AMOUNT OF DELIVERED VEHICLE	$.

Vendor Name: _____ Phone Number: _____

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 4 DOOR SEDAN *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: White or Light Color		
Interior: Tan Light Color Cloth Covered Seats		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
Tilt Steering Wheel		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock (CD) Radio		
A/C		
V6 Gas Engine		
Automatic Transmission		
Tinted Windows		

SUB – TOTAL AMOUNT	$.
SALES TAX	**$.**
OTHER COSTS/FEES	**$.**
TOTAL AMOUNT OF DELIVERED VEHICLE	**$.**

Vendor Name: _____ Phone Number: _____

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

PRICE SHEET

DESCRIPTION: NEW MID SIZE HYBRID TWO WHEEL DRIVE SUV *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: White or Light Color		
Interior: Tan or Light Color Cloth Covered Seats		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
2 Wheel Drive		
Tilt Steering Wheel		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock Radio		
A/C		
Automatic Transmission		

SUB – TOTAL AMOUNT	$.
SALES TAX	**$.**
OTHER COSTS/FEES	**$.**
TOTAL AMOUNT OF DELIVERED VEHICLE	**$.**

Vendor Name: _____ Phone Number: _____

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

PRICE SHEET

DESCRIPTION: NEW MID SIZE HYBRID FOUR WHEEL DRIVE SUV *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: White or Light Color		
Interior: Tan or Light Color Cloth Covered Seats		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
4 Wheel Drive		
Tilt Steering Wheel		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock Radio		
A/C		
Automatic Transmission		

SUB – TOTAL AMOUNT	$.
SALES TAX	**$.**
OTHER COSTS/FEES	**$.**
TOTAL AMOUNT OF DELIVERED VEHICLE	**$.**

Vendor Name: _____ Phone Number: _____

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

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. 091411-1 New Fleet Vehicles as Specified** 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_____.

_____
Notary Public

My Commission expires:

_____

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. 091411-1 New Fleet Vehicles as Specified. All proposals shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before November 3, 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: 091411-1 New Fleet Vehicles as Specified

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.: 091411-1 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. 091411-1***. 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.

Awarded this _____ day of _____, 2011

GILA COUNTY BOARD OF SUPERVISORS:

_____

Tommie C. Martin, 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**

ARF-893 **Regular Agenda Item 3- E**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For:	Steve Stratton	Submitted By:	Diana Jones, Finance Department
Department:	Public Works Division	Division:	Administration
Fiscal Year:	2010 - 2011	Budgeted?:	Yes
Contract Dates Begin & End:	7/1/10 - 6/30/10	Grant?:	Yes
Matching Requirement?:	Yes	Fund?:	Renewal
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Request for Distribution Recommendations for Local Transportation Assistance Fund (LTAF II).

Background Information

According to legislation enacted in 1998, cities, towns, and counties that receive $2,500 or more in LTAF II funding annually are required to use the funding for public transportation. Gila County has been using the LTAF II funds to provide senior centers and other transportation entities with funds for their continued operation. The Board of Supervisors approved the last grant agreement in December 2010 and this money has been received from the Arizona Department of Transportation.

One of the guidelines within this grant is that the funds need to be spent within a two-year timeframe. Gila County needs to spend $42,284.55 from the LTAF II account before December 2011 and $27,794.27 before December 2012 to stay within the two-year timeframe.

Evaluation

The distribution of these funds is necessary to keep within the LTAF II Program guidelines and expenditures for public transportation by the Arizona Department of Transportation.

Conclusion

The disbursement of these funds is necessary to provide senior centers which provide transportation and other entities with transportation funds for their continued operation, and stay within the two-year grant parameters.

Recommendation

The Gila County Public Works Division recommends that the Board of Supervisors approve either the 55% or the 50% distribution of last year's funding on the attached list of LTAF II funds.

Suggested Motion

Information/Discussion/Action to approve the distribution of Local Transportation Assistance Funds (LTAF II) to senior centers and other entities for their continued transportation operation at a set percentage per the attached list. **(Steve Stratton)**

Attachments

Distribution list
2011 grant application
grant resolution

LTAF II DISTRIBUTION AMOUNTS

	FY - 2010	55%	50%
City of Globe	$10,000.00	$5,500.00	$5,000.00
Copper Spike	$10,000.00	$5,500.00	$5,000.00
Gila Safe House	$2,500.00	$1,375.00	$1,250.00
Miami Sr Cnt.	$5,233.42	$2,750.00	$1,250.00
Boy & Girl Club	$5,000.00	$2,750.00	$1,250.00
SCAT	$5,000.00	$2,750.00	$1,250.00
Hayden Sr. Cnt.	$5,233.43	$2,750.00	$1,250.00
Payson TimeOut	$2,500.00	$1,375.00	$1,250.00
Star Valley Sr.	$5,233.43	$2,750.00	$1,250.00
Payson Sr. Cnt.	$10,000.00	$5,500.00	$5,000.00
TOTAL	$60,700.28	$33,000.55	$23,750.50

Amount need to spend by 12/2011	$42,285.00	$42,285.00
Amount as listed above to entities	-$33,000.00	-$23,750.50
CVCT transit amount	$9,285.00	$18,534.50

SFY 2011* LTAF II
GRANT APPLICATION REQUEST FORM
***For funds collected in SFY 2010**

SECTION I: APPLICANT INFORMATION

County, Town or City: Gila County

Contact Name: Diana Jones

Address: 1400 E. Ash Street

Globe, Arizona 85501

Phone: (928) 402-8516

Fax: (928) 425-8104

e-mail address: _____

SECTION II: LTAF II PROJECT REQUEST(S)

1. **Transit Project** (Jurisdictions receiving $2,500.00 or more in LTAF II funding must apply for transit projects to be eligible for funding.)

a. Project Title: Gila County Transit Assistance Program

b. Project Location: Gila County

c. Project Description:** The LTAF II funds will be used for eligible for eligible transit related projects that are qualified under ADOT guidelines.

** Additional information may be attached.

d. LTAF II funding requested (include on line 3a below): $21,598.48

e. Type of Project: [ ] Planning [X] Capital [X] Operations Other _____

f. If applicant is within an MPO boundary, is the project included in the regional TIP? Yes: ____ No: ____

g. Is this an ADOT/FTA Section 5311 project? Yes: X No: ____

h. Is this a Section 5310, 5316, or 5317 project? Yes: ____ No: ____

i. If project is multi-jurisdictional, identify other joint project recipients: _____

j. Project previously funded through the LTAF II program? Yes X No ____

2. **Other Transportation Project** (Only for jurisdictions receiving less than $2,500.00.)

a. Project Title: N/A

b. Project Location: _____

c. Project Description:*** _____

*** Additional information may be attached.

d. LTAF II funding requested (include on line 3b below): $ _____

e. If project is multi-jurisdictional, identify other joint project grant recipients: _____

f. Project previously funded through LTAF II program? Yes ____ No ____

3. **LTAF II Funding Summary (include requested funding from additional project applications)**

a. LTAF II Total Funds Requested for transit purposes: $21,598.48

b. LTAF II Funds requested for other transportation purposes: _____

c. Local Match (25%%): $5,399.62

d. **Total**: $26,998.10

See attached supplemental project application form for additional projects.

GRANT APPLICATION REQUEST FORM

***For funds collected in SFY 2010**

SECTION III: PRIOR YEAR LTAF II PROJECT STATUS

LTAF II funding is available to jurisdictions for up to two years. Unless the jurisdiction has requested an extension or waiver, funding that is not spent by jurisdictions within two years of being distributed is subject to possible redistribution through the annual LTAF II distribution process to other jurisdictions.

1. Have LTAF II distributions received by your jurisdiction on or before June 30, 2009 been expended?

   Yes ___X___ No _____

2. If the funds have been expended, were they spent on the projects as indicated in prior year's applications?

   Yes ___X___ No _____

3. If the funds described above have not been expended, what is your LTAF II fund balance?

   $ _____

4. If the answer to lines 1 and 2 are no, provide a brief description of why the funds were not expended or were not expended on projects originally submitted in an application. (Attach additional information if necessary.)

   _____

   _____

   _____

Authorized chief financial officer signature** ***: _____ Date: 12/3/10

Joe Heatherly

Title: Finance Director

** Signing Agency agrees to local match availability ARS 28-5808 et seq.

*** Signer should be a Certified Public Accountant (CPA) or equivalent

Authorized jurisdictional signature****: _____ Date: 12/14/10

Michael A. Pastor

Title: Chairman of the Board of Supervisors

****Signer should be city, town or county manager or program director certifying to council/board action

FOR COG, MPO, OR RPTA OFFICE USE ONLY

LTAF II Funds Available: $ _____

LTAF II Funds provided: $ _____

Long Range Transportation Plan Compliance Yes _____ No _____

By: _____ Title: _____

Agency: _____

RESOLUTION NO. 10-12-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE APPLICATION OF A GRANT FOR LOCAL TRANSPORTATION ASSISTANCE FUNDS (LTAF) II TO ASSIST IN ELIGIBLE TRANSIT-RELATED PROJECTS THAT ARE QUALIFIED UNDER ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) GUIDELINES.

WHEREAS, there are Local Transportation Assistance Funds II available for eligible transit-related projects; and

WHEREAS, the Board of Supervisors of Gila County has determined that eligible transit-related projects will benefit the residents of Gila County; and

WHEREAS, the Board of Supervisors of Gila County wishes to apply for the LTAF II funds to assist in the continued funding of the eligible transit related projects.

NOW, THEREFORE, BE IT RESOLVED THAT, we, the Board of Supervisors of Gila County hereby:

1. Approve the filing of an application for LTAF II funds to assist in eligible transit-related projects, in the amount of $21,598.48.

2. Certify that the Board of Supervisors of Gila County will comply with all appropriate state and federal regulations, policies, guidelines, and requirements as they related to the application.

3. Agree to comply with all appropriate procedures, guidelines, and requirements established by the Board of Supervisors of Gila County as a part of the application process.

4. Certify that the Board of Supervisors of Gila County will contribute $5,399.62 in matching funds from the County's General Fund, for the purposes as set forth above.

PASSED AND ADOPTED this 14th day of December 2010, at Globe, Gila County, Arizona

Attest:

Marian Sheppard, Chief Deputy Clerk

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

ARF-872 **Regular Agenda Item 3- F**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For:	Steve Stratton	Submitted By:	Diana Jones, Finance Department
Department:	Public Works Division	Division:	Roads
Fiscal Year:	FY 2011/2012	Budgeted?:	Yes
Contract Dates Begin & End:	10/18/2011 to completion of project	Grant?:	Yes
Matching Requirement?:	Yes	Fund?:	New
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Intergovernmental Agreement and Resolution No. 11-10-03 between Arizona Department of Transportation and Gila County for Pedestrian Rest Stop Shelters.

Background Information

On July 27, 2010, the Board of Supervisors adopted Resolution No. 10-07-05 authorizing the submission of the grant application to the Arizona Department of Transportation (ADOT) for the Transportation Enhancement (TE) Program Round 18 for pedestrian rest stop shelters in various locations within Pine and Strawberry. Resolution No. 10-07-05 certified that Gila County would match funds of 5.7% and any overmatch in the amount of $28,893 from Highway Users Revenue Fund (HURF) dollars, with federal funds in the amount of 94.3% or $478,010, for a total grant in the amount of $506,903.

Evaluation

A requirement of the Intergovernmental Agreement/Joint Project Agreement (IGA/JPA) 11-028I is that the Board of Supervisors adopt a resolution which authorizes the execution of the IGA. It is important for the Board of Supervisors to adopt Resolution No. 11-10-03 and approve IGA/JPA 11-028I, which will allow Gila County Public Works to provide pedestrian rest stop shelters in various locations within Pine and Strawberry.

Conclusion

By the Board of Supervisors adopting Resolution No. 11-10-03 and approving IGA/JPA 11-028I, Gila County will be able to provide pedestrian rest stop shelters in various locations within Pine and Strawberry.

Recommendation

The Public Works staff recommends that the Gila County Board of Supervisors adopt Resolution No. 11-10-03 and approve the IGA/JPA 11-028I between the State of Arizona, Department of Transportation, and Gila County for the pedestrian rest stop shelters in various locations within Pine and Strawberry.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 11-10-03, which authorizes the execution of an Intergovernmental Agreement IGA/JPA 11-028I (AG Contract No. P001 2011 002870) between Gila County and the State of Arizona, Department of Transportation, at an estimated total project cost of $506,903 for pedestrian rest stop shelters in various locations within Pine and Strawberry. **(Steve Stratton)**

Attachments

Resolution 10-07-05

IGA/JPA 11-028I

Resolution 11-10-03

approval as to form

RESOLUTION # 10-07-05

RESOLUTION OF THE GLIA COUNTY BOARD OF SUPERVISORS APPROVING THE APPLICATION FOR ARIZONA TRANSPORTATION ENHANCEMENT PROGRAM ROUND 18 TO BE UTILIZED FOR THE LANDSCAPING AND SCENIC BEAUTIFICATION OF PEDESTRIAN/BUS STOPS IN THE PINE AND STRAWBERRY AREA.

WHEREAS, the reauthorization of the Transportation Equity Act for 21st Century provides funds to the State of Arizona, its political subdivisions and Indian Tribes to construct enhanced surface transportation activities for public use; and

WHEREAS, the Arizona Department of Transportation (ADOT) is responsible for the administration of the program within the State, called the Transportation Enhancement Program; and

WHEREAS, the Board of Supervisors of Gila County finds that application by the County Public Works Division to the Transportation Enhancement program is in the best interests of the County; and

WHEREAS, the procedures established by ADOT require an applicant to certify by resolution the approval of applications, signature authorization, and authorization to sign a Participant Agreement with ADOT; and

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Gila County hereby:

1. Approves the filing of the application for Round 18 of the Transportation Enhancement Program for, provision of facilities for pedestrians and bicycles, provision of safety and educational activities for pedestrians and bicyclists, and landscaping and other scenic beautification of eleven rest stops within the Pine and Strawberry area, in the amount of $506,903.00.

2. Certify that the participation in the Transportation Enhancement Program is consistent and compatible with all adopted plans and programs of the Gila County Board of Supervisors for surface transportation activities.

3. Agree to comply with all appropriate procedures, guidelines, and requirements established by ADOT as a part of the application process.

4. Certifies that Gila County has matching funds of 5.7% and any overmatch in the amount of $28,893.00 from the following source HURF.

5. Certifies that Gila County will comply with all appropriate state and federal regulations, policies, guidelines, and requirements as they relate to the application.

6. Commits that the project will be ready for advertisement in three years.

7. Agrees to pay for all cost overruns.

8. Commits to pay ADOT review fee of $3,000 for the Self-administration of this project.

9. Agrees to reimburse ADOT/FHWA for all federal funds used, if the project is cancelled by the Gila County.

10. Appoints the Public Works Director, Steve Stratton as agent of the County to conduct all negotiations.

11. Appoints the Public Works Director, Steve Stratton as agent of Gila County to execute and submit all documents including, but not limited to, applications, agreements, amendments, billing statements, and such other documents as may be necessary for participation in the Transportation Enhancement Program; and

12. Agrees that Gila County will maintain the areas so improved.

PASSED AND ADOPTED by the Board of Supervisors of Gila County, Arizona this 27th day of July, 2010.

GILA COUNTY BOARD OR SUPERVISORS:

By: Michael A. Pastor

Michael A. Pastor, Chairman
Gila County Board of Supervisors

ATTEST:

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

Bryan Chambers,
Chief Deputy County Attorney

Dated: 7/27/10

ADOT File No.: IGA/JPA **11-028I**
AG Contract No.: P001 2011 002870
Project: Pedestrian Rest Stop Shelters
Section: Various Locations
Project No.: TEA-GGI-0(208)A
ADOT Project No.: SL72201L/01D/01C
COG/MPO TIP Item No.: N/A
Budget Source Item No.: TE/LOCAL

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE GILA COUNTY

THIS AGREEMENT is entered into this date PLEASE DO NOT ENTER, 2011, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. Congress has authorized appropriations for, but not limited to, twelve eligible categories of Transportation Enhancement (TE) activities and TE funds have been requested from the Federal Highway Administration (FHWA) through the State for a project within the boundary of the County.

4. Such project lies within the boundary of the County and has been selected by the County. The plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.

5. The County, in order to obtain Federal funds for the construction of the project, is willing to provide County funds to match Federal funds in the ratio required or as finally fixed and determined by the County and FHWA, including actual construction engineering and administration costs (CE).

6. The interest of the State in this project is the acquisition of Federal funds for the use and benefit of the County and to authorize such Federal funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the County.

7. The County proposes to develop scoping, environmental, design, construction and installation of eleven (11) pedestrian rest stop shelters on ten foot by ten foot concrete slabs, hereinafter referred to as the "Project". The County shall advertise, bid, award and maintain the Project. The estimated costs are as follows:

TRACS No. SL722 01L/01D/01C

SL722 01L (scoping):

Federal-aid funds @ 94.3% (capped)	$ 54,510.00
County's match @ 5.7%	$ 3,295.00
Subtotal – Scoping	**$ 57,805.00**

SL722 01D (design):

Federal-aid funds @ 94.3% (capped)	$ 86,024.00
County's match @ 5.7%	$ 5,200.00
Subtotal – Design	**$ 91,224.00**

SL722 01C (construction):

Federal-aid funds @ 94.3% (capped)	$ 337,475.00
County's match @ 5.7%	$ 20,399.00
Subtotal – Construction*	**$ 357,874.00**
State Review Fee	**$ 3,000.00**
***Estimated Project Costs**	**$ 506,903.00**
Total Estimated County Funds	**$ 28,894.00**
TOTAL FEDERAL FUNDS	**$ 478,009.00**

*(Includes 15% CE and 5% project contingencies)

The Parties acknowledge that the scoping costs, design costs and/or final bid amount may exceed the initial estimate(s) shown above, and in such case, the County is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The County acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, and prior to performing or authorizing **any** work, invoice the County for State's design review fee, currently estimated at $3,000.00. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

b. Upon receipt of the design review fee, submit all documentation required to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that funding be approved for scoping and design. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

c. On behalf of the County, review and approve documents required by Federal Highway Administration (FHWA) to qualify certain projects for and to receive Federal funds. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement. Incorporate comments from the County as appropriate.

d. Upon execution of this agreement, authorization for the scoping and design of this Project, notify the County that they may proceed to advertise for, receive and open bids, enter into contracts(s) with a firm(s) to whom the award is made, using federal procurement procedures for the scoping and design of the Project. Should costs exceed the maximum Federal funds available, it is understood and agreed that the County will be responsible for any overage. Any expenditure incurred prior to the date of authorization by the FHWA is not eligible for reimbursement.

e. Within thirty (30) days of receipt of approved invoices, no more than monthly, reimburse the County for eligible costs incurred for scoping and design with Federal TEA funds at 94.3% of actual incurred and eligible costs. Actual costs are not to exceed the federal amounts shown above in Recital 7 of this Agreement, unless changed by amendment to this Agreement.

f. Upon acceptable completion of the scoping and design of this project, submit all documentation required to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that funding be approved for construction. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

g. Upon approval and authorization by FHWA, and with the aid and consent of the County and the FHWA, notify the County that they may proceed to advertise for, receive and open bids, enter into contracts(s) with a firm(s) to whom the award is made, using federal procurement procedures for the construction of the Project. Should costs exceed the maximum Federal funds available, it is understood and agreed that the County will be responsible for any overage. Any expenditure incurred prior to the date of authorization by the FHWA is not eligible for reimbursement.

h. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The County will:

a. Upon execution of this Agreement designate the State as authorized agent for the County in obtaining, from FHWA, funding for scoping, design and construction of this Project.

b. Upon execution of this Agreement and prior to the State performing or authorizing any work and within thirty (30) days of receipt of an invoice, remit to the State $3,000.00 for the State's design review fee.

c. Provide design plans and documents required by Federal Highway Administration (FHWA) to qualify certain projects for and to receive Federal funds. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement. Incorporate or resolve review comments from the State as appropriate.

d. Upon approval and authorization by FHWA, and with the aid and consent of the State and FHWA, the County shall proceed to advertise, using Federal procurement procedures, and receive and open bids subject to the concurrence of the FHWA and the State and enter into a contract(s) with a firm(s) to whom the award is made for the scoping and design of the Project. Under direct supervision of a registered professional, administer contract(s) for the Project and make all payments to the consultant(s) and contractor(s). Agree the Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions and Standard Specifications. Should costs exceed the maximum Federal funds available, it is understood and agreed that the County will be responsible for any overage. Any expenditure incurred prior to the date of authorization by the FHWA is not eligible for reimbursement.

e. Enter into an agreement with the Design Consultant(s), solicited and selected in compliance with Federal procurement procedures, which defines a specific scope of services and approved contract price. Said Design Consultant(s) shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

f. Within thirty (30) days of payment to a contractor or consultant, invoice the State for reimbursement of eligible, incurred costs by the County and provide all necessary backup documentation with said invoice up to an amount of Federal funds programmed for this Project and currently estimated at $54,510.00 for scoping and $86,024.00 for design. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement, whether covered by Federal funding or not.

g. Upon acceptable completion of the scoping and design of this project, authorization by FHWA, and with the aid and consent of the State and the FHWA, proceed to advertise for, receive and open bids, enter into contracts(s) with a firm(s) to whom the award is made, using federal procurement procedures for the construction of the Project. Should costs exceed the maximum Federal funds available, it is understood and agreed that the County will be responsible for any overage. Any expenditure incurred prior to the date of authorization by the FHWA is not eligible for reimbursement.

h. Within thirty (30) days of payment to a contractor or consultant, invoice the State for reimbursement of eligible, incurred costs by the County and provide all necessary backup documentation with said invoice up to an amount of Federal funds programmed for this Project and currently estimated at $337,475.00 for construction. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement, whether covered by Federal funding or not.

i. Hereby grant the State, its agents and/or contractors, without cost, the right to enter County Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary Rights-of-Entry to accomplish among other things, soil and foundation investigations.

j. Copy Arizona Department of Transportation's (ADOT) Transportation Enhancement Section on any addendums issued during bidding and change orders issued during construction. Addendums and change orders unrelated to the Transportation Enhancement Project and adding new work that is

beyond the originally-approved Project scope requiring amendments to clearances (utility, right-of-way, or environmental) are subject to prior ADOT/FHWA approval.

k. Coordinate with the Contractor for collecting federal labor compliance documentation (including, but not limited to, DBE, EEO, Davis-Bacon, and OJT as applicable) and compliance with the Buy America Act. Ensure that documentation is being appropriately collected in accordance with the Federal Aid process and recorded and filed for potential auditing purposes. Ensure that the Contractor posts the required federal posters and performs DBE compliance reporting to ADOT's Civil Rights Office.

l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the County. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the County. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

m. Provide for cost and, as an annual item in the County's budget, proper maintenance of the all Project components, cited in Recital 7 of this Agreement, including, but not limited to, maintaining and repairing the pedestrian rest stop shelters.

n. Provide a letter from its project manager or other responsible engineering official, along with the final billing, that the work on the Project is complete and has been considered acceptable, and the Federal project is ready to be closed. Accept and maintain full responsibility of Project improvements.

o. Provide a set of as-built plans upon completion of the construction phase of the Project. An electronic version of the as-built plans shall be forwarded to Arizona Department of Transportation Enhancement Section.

p. Pursuant to 23 USC 102(b), repay all Federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after Federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The County , in regard to the County 's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the County and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or

employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. This agreement shall remain in force and effect until completion of the work and related deposits and reimbursements.

4. The cost of scoping, design, construction and construction engineering work covered by this Agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the County agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

5. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

6. The County and ADOT warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State (ADOT) to enable the State (ADOT) to comply with the requirements of the Act, as may be applicable.

7. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. 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 the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

13. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation Joint Project Administration 205 S. 17th Avenue, Mail Drop 637E Phoenix, Arizona 85007 (602) 712-7124 (602) 712-3132 Fax	Gila County Attn: Steve Stratton 1400 E. Ash Street Globe, Arizona 85501 (928) 425-3231 (928) 425-8104 Fax

ADOT Transportation Enhancement & Scenic Roads Section
1615 W. Jackson St. MD EM10
Phoenix, AZ 85007
(602) 712-6258
(602) 712-3347 Fax

For County Financial Matters:
Vendor Number: 866000444-11
Joe Heatherly, Finance Director
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8703
(928) 425-7056 Fax

14. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The County warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214(A).

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the County may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the County or subcontractor is complying with the warranty under paragraph (a).

15. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

16. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

GILA COUNTY

By _____
TOMMIE C. MARTIN
Chairman, Board of Supervisors

ATTEST:

By _____
MARIAN SHEPPARD
Chief Deputy Clerk

STATE OF ARIZONA
Department of Transportation

By _____
SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

JPA 11-028I

ATTORNEY APPROVAL FORM FOR THE GILA COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2011.

_____

BRYAN CHAMBERS
Chief Deputy County Attorney

RESOLUTION NO. 11-10-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (AG CONTRACT NO. P001 2011 002870) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF PEDESTRIAN REST STOP SHELTERS IN VARIOUS LOCATIONS WITHIN PINE AND STRAWBERRY.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking the construction of pedestrian rest stop shelters in various locations within pine and strawberry; and

WHEREAS, the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes the execution of an Intergovernmental Agreement (AG Contract No. P001 2011 002870) between Gila County and the State of Arizona, Department of Transportation, for the construction of pedestrian rest stop shelters in various locations within pine and strawberry.

PASSED AND ADOPTED this 18th day of October 2011, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Chief Deputy Clerk

Tommie C. Martin, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

ARF-895 **Regular Agenda Item 3- G**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For: Steve Sanders Submitted By: Valrie Bejarano, Finance Department

Department: Public Works Division Division: Administration

Fiscal Year:	FY 2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	10-18-2011 to 12-31-2012	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Presenter's Name: Steve Sanders

Information

Request/Subject

Contract Award for Bid No. 080211-1 for the Roadyard Shop Area Paving Project

Background Information

The Shop/Road Building project is almost complete at 1001 W. Besich Blvd. The award of Invitation for Bids No. 080211-1 Roadyard Shop Area Paving will allow the County to move forward with the final phase of the project.

Evaluation

Award of this bid will allow for a contractor to complete the paving and final phase of the new Roads/Shop Building area of the Public Works Complex. This phase needs to be finished prior to people and equipment moving in. The construction will be completed within 90 calendar days allowing for an end of the year completion and move in date.

Conclusion

The award of a contract for IFB 080211-1 will allow for completion of the final phase of the new Road/Shop Building construction project.

Recommendation

After extensive review of all submitted proposals, the Public Works Director recommends that the Board of Supervisors approve the award of Invitation for Bids No. 080211-1 for the Roadyard Shop Paving Project.
For construction in the contract documents, the project shall be completed within ninety calendar days of the Notice to Proceed.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 080211-1 for the Roadyard Shop Paving Project; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Sanders)**

Attachments

Bid Opening Attendance IFB 080211-1

Site Visit Sign-in-Sheet IFB 080211-1

Solicitation Sign-in-Sheet IFB 080211-1
Bid Tabulation for IFB 080211-1
Contract Documents for IFB 080211-1
AJP Electric Contract Documents BID 080211-1
Combs Construction Contract Documents Bid 080211-1
Protest Letter From Lewis & Roca
Gila County Protest Response
AJP Protest Response
Lewis & Roca Response
ADOT Protest Response
Addendum No. 1

ATTENDANCE FORM

SOLICITATION OPENING
GILA COUNTY

Solicitation Title: Roadyard Shop Area Paving Project

Solicitation No.: 080211-1

Opening Date: September 19, 2011
11:00 AM

Witnesses: We, the undersigned, witnessed the opening of the above dated sealed solicitation.

Company Name	Representative name	Signature
SDB INC.	ART HAYDU	
Sullivan Paving LLC	May Maxwell	May Maxwell
Combs Cons.	Maria Soto	M. Soto
USUS	JEEF Kear	
DalMolin Excavating	Elton DalMolin	
AJP Electric	Coker Clifford	
Gila County Finance	Patrice Bejarano	
" " Public Works	Shannon Coons	
" "	Al Cain	

SIGN IN SHEET
MANDATORY PRE-BID WALK THROUGH MEETING

Date: September 1, 2011 10:00 AM

Title: Roadyard Shop Area Paving Project

RFP No.: 080211-1

Location: Roayard Shop Building

Company Name	Representative Name (print)	E-Mail Address	Phone No.
R.D. Sanders Const.	Randy Sanders	RSanders@msn.com	602 237-9937
Sullivan Paving	Randy Sullivan	Sulpav@cableone.net	928-701-4434
SDB	Art Hayden	arthur.hayden@SDB.com	480-967-5810
Roy Haught Excavating	Jeff Wantland		928-474-2454
~~Shawn Davis~~ Granite Construction	Shawn Davis	shawn.davis@GCinc.com	520-584-6536
AJP Electric, Inc.	Michael Paganik	michael.paganik@ajpelectric.com	(602)944-5477
B Ulsus Inc	~~Barry~~ Hinkel	bhunel@ulsusinc.com	480-933-8268
DalMolin Corp	Tom Hochstein	THochstein@DalMolinCorp.com	928-961-4433
Patrie Bejarano	Gila County Finance		

SIGN IN SHEET
MANDATORY PRE-BID WALK THROUGH MEETING

Date: September 1, 2011 10:00 AM

Title: Roadyard Shop Area Paving Project

RFP No.: 080211-1

Location: Roayard Shop Building

Company Name	Representative Name (print)	E-Mail Address	Phone No.
Combs Const	Mike Steg	mike@combsaz.com	602920 9336
J. Banicki Const.	Dan Baldwin	dbaldwin@banicki.com	602-397-9738
DalMolin Exc.	Randy Laughlin	rlaughlin@dalmolincorp.com	928-961-1877
DalMolin Exc.	Elton DalMolin	edalmolin@dalmolincorp.com	928.812.5664
Gila County	Gloria Aguirre		
C.R.C	Doug DalMolin	ddalmolin@copper-resource contracting.com	480 532-1685

SIGN IN SHEET
MANDATORY PRE-BID WALK THROUGH MEETING

Date: September 1, 2011
10:00 AM

Title: Roadyard Shop Area Paving Project

RFP No.: 080211-1

Location: Roayard Shop Building

Company Name	Representative Name (print)	E-Mail Address	Phone No.
Gila County P.W.	Al Cain		
Gila County P.W.	Steve Stratton		
CLW	Joe Alwin		
Gila County Roads	Brent Cline		
Gila County Eng.	Roland Boyer		

GILA COUNTY

SOLICITATION SIGN-IN-SHEET

PAGE _____ OF _____

Solicitation No 080211-1 ***Due Date*** 9/19/2011 ***Time*** 11:00 AM
Title Roadyard Shop Area Paving Project

Gila County has received the following responses to the above listed solicitation.

Name Roy Haught Excavating Date Rec'd 9/16 Time Rec'd 12:24 pm
Comments

Name Sullivan Paving Date Rec'd 9/19 Time Rec'd 10:34 am
Comments

Name SSB Contracting Date Rec'd 9/19 Time Rec'd 10:38 AM
Comments

Name Visus Inc. Date Rec'd 9/19 Time Rec'd 10:53 AM
Comments

Name Combs Construction Date Rec'd 9/19 Time Rec'd 10:53 AM
Comments

Name Dell Molin Excavating Date Rec'd 9/19 Time Rec'd 10:54 AM
Comments

Name AJP Electric Date Rec'd 9/19 Time Rec'd 10:58 AM
Comments

Note: Sign-in-sheet complies with the Arizona Auditor General's office as of March 9, 2005.

BID TABULATION FORM

GILA COUNTY

BID TITLE: Roadyard Shop Area Paving Project

BID NO.: 080211-1

DUE DATE: September 19, 2011 11:00 AM

RANKING	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
	AJP Electric	$299,326.50	
	Combs Construction	$310,994.50	
	Visus Inc.	$317,000.00	
	Roy Haught Excavaing	339.208.93	
	Sullivan Paving	354,052.75	
	DalMolin Excavating	378,192.00	
	SDB Construction	408,667.50	

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: A J P Electric, Inc.

TOTAL CONTRACT PRICE, for the sum of $ 299,326.50

WRITTEN TOTAL CONTRACT PRICE

Two Hundred Ninety Nine Thousand Three Hundred Twenty Six **Dollars**

and Fifty/100 **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

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: Combs Construction Company, Inc.

TOTAL CONTRACT PRICE, for the sum of $ 310,994.50

WRITTEN TOTAL CONTRACT PRICE

Three hundred ten thousand Nine hundred ninety four **Dollars**

and fifty **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

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: Visus Engineering Construction Inc.

TOTAL CONTRACT PRICE, for the sum of $ 317,000

WRITTEN TOTAL CONTRACT PRICE

Three Hundred Seventeen Thousand **Dollars**

and 00 **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

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: Roy Haught Excavating Inc.

TOTAL CONTRACT PRICE, for the sum of $ 339,208.93

WRITTEN TOTAL CONTRACT PRICE

Three Hundred Thirty Nine Thousand Two Hundred Eight **Dollars**

and Ninety Three **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

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: Sullivan Paving LLC

TOTAL CONTRACT PRICE, for the sum of $ 354,052.75

WRITTEN TOTAL CONTRACT PRICE

Three hundred fifty four thousand fifty two **Dollars**

and Seventy five **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

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: DaMoin Excavating Inc.

TOTAL CONTRACT PRICE, for the sum of $ 378,192 00/XX

WRITTEN TOTAL CONTRACT PRICE

Three Hundred Seventy Eight Thousand & One hundred Ninety two **Dollars**

and Ø **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.

COPY

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: SDB, Inc.

TOTAL CONTRACT PRICE, for the sum of $ 408,667.50

WRITTEN TOTAL CONTRACT PRICE

Four Hundred Eight Thousand Six Hundred Sixty Seven **Dollars**

and Fifty **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.

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 8/2/11
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: 8 / 15 / 2011
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 8 / 15 / 11
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 A J P Electric, Inc.

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached 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.

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work within sixty (30) 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: A J P Electric, Inc.

Corporate Address: 11250 N. Cave Creek Rd., Phoenix, AZ 85020

Incorporated under the laws of the State of: Arizona

By (Signature): _____ **Date:** 9/16/2011

President: Anna Paganik

Secretary: Jozef Paganik

Treasurer: Jozef Paganik

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: A J P Electric, Inc.

TOTAL CONTRACT PRICE, for the sum of $ 299,326.50

WRITTEN TOTAL CONTRACT PRICE

Two Hundred Ninety Nine Thousand Three Hundred Twenty Six **Dollars**

and Fifty/100 **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: A J P Electric, Inc.

COST SUMMARY BREAK DOWN

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
107.1	Temporary Chain Link Fence (H=6')	L.F.	312	8.50	2,652.00
107.2	Temporary Chain Link Fence Gate (Double Swing)(W=28')	EA.	1	1,220.00	1,220.00
140	Bollard, MAG Dtl. 140	EA.	6	300.00	1,800.00
202	Removal of Structures and Obstructions	L.S.	1	1,000.00	1,000.00
203	Sidewalk Scupper, MAG Dtl. 203	L.F.	24	92.00	2,208.00
270	Sewer Cleanout, Frame and Cover, MAG Dtl. 270	EA.	3	450.00	1,350.00
301	Subgrade Preparation	S.Y.	8,400	5.00	42,000.00
310	Aggregate Base Course - (ADOT Class II)	C.Y.	1,105	40.00	44,200.00
321	Asphaltic Concrete - MAG (3/4") Mix	Ton	890	95.00	84,550.00
340.1	Concrete Curb, MAG Dtl. 222, Type B, H=6"	L.F.	217.5	15.00	3,262.50
340.2	Concrete Sidewalk	S.F.	883	3.00	2,649.00
340.3	Concrete Sidewalk ADA Access Ramp	S.F.	85	12.50	1,062.50
340.4	Concrete Ribbon Curb, MAG Dtl. 220-1, Type B	L.F.	60	15.00	900.00
340.5	Concrete Valley Gutter (MAG 240, 2003 ed.)	L.F.	332	8.00	2,656.00
340.7	Adjustment of Existing Fire Hydrant (Arizona Water Dtl. E-9-6-1)	L.S.	1	3,000.00	3,000.00
430	Decomposed Granite, MAG 430	C.Y.	35	80.00	2,800.00

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	5.50	9,762.50
701	Maintenance and Protection of Traffic	L.S.	1	2,000.00	2,000.00
810	Erosion Control and Pollution Prevention Plan (SWPPP)	L.S.	1	8,000.00	8,000.00
901	Mobilization	L.S.	1	10,000.00	10,000.00
902.1	Chain Link Fence, H=8'	L.F.	217	30.00	6,510.00
902.2	Chain Link Fence, H=6', Security Type	L.F.	1,102	19.00	20,938.00
902.3	Chain Link Fence, Gate, Double, W=14'	EA.	1	2,000.00	2,000.00
902.4	Chain Link Fence, Gate, Double, W=28', Security Type	EA.	3	2,700.00	8,100.00
902.5	Chain Link Fence, Gate, Single, W=14', Security Type	EA.	2	1,700.00	3,400.00
902.6	Chain Link Fence, Gate, Single, W=6', Security Type	EA.	1	810.00	810.00
903	Wire Fence, Barbed, ADOT Type 2	L.F.	402	6.00	2,412.00
913	Dumped RipRap, D_{50}=9"	C.Y.	110	80.00	8,800.00
914	Masonry Wall, ADOT Std.	S.F.	1,476	9.00	13,284.00
925	Construction Survey and Layout and As-builts	L.S.	1	6,000.00	6,000.00
				TOTAL BASE BID	299,326.50

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 A J P Electric, Inc.,

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual),

a corporation duly organized under the laws of the State of Iowa,

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto 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: September 19, 2011

A J P Electric Inc.
Principal

By Anna Pagarik

Title President

Merchants Bonding Company (Mutual)
Surety

By Attorney-in-Fact Scott Wareing
1121 E Missouri Ave Ste 102
Phoenix, AZ 85014
Address, Attorney-in-Fact

Subscribed and sworn to before me this 19 **day of** September, 20 11

My commission expires: April 5, 2014

Notary Public

DIANE L. ARMENT
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Exp.: April 5, 2014

MERCHANTS BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Andrew J. Paffenbarger, Scott Wareing, Diane L. Arment, Joseph A. Clarken III, Jennifer Castillo

of Phoenix and State of Arizona its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION ($10,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 15th day of July, 2011.

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 15th day of July, 2011, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
CINDY SMYTH
Commission Number 173504
My Commission Expires
March 16, 2012

Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 19 day of September, 2011.

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0001 (1/09)

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:
   A J P Electric, Inc.
   11250 N. Cave Creek Rd., Phoenix, AZ 85020
   Phone: 602-944-5477

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

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

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

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List 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:** 1.06
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Arizona Contractor License Number:** ROC 146006

Signature of Authorized Representative

Anna Paganik
Printed Name

President
Title

AJP ELECTRIC, INC.

11250 N. Cave Creek Rd. • Phoenix, Arizona 85020
Phone (602) 944-5477 • Fax (602) 944-5784

QUALIFICATION AND CERTIFICATION FORMS

5.a. A Brief History of the contractor's Firm:

A J P Electric, Inc. is a local, Phoenix based, professional electrical and civil contractor, and has been providing construction services in the State of Arizona for over 24 years. We specialize in wet and dry utility installations, grading, paving, concrete and other miscellaneous civil work, governmental building projects, renovations/additions/new installation, fire alarm upgrades, generator installations, airport lighting, ball field and sports lighting installation, area and parking lot lighting, traffic signal and street lighting and solar power installation. A J P Electric, Inc. has extensive experience in self performed work, project management, subcontractor and material procurement, permitting, blue staking and other related services.

Having provided construction services for over 24 years in the State of Arizona, we feel that we possess a substantial knowledge base of the current local market and of trade subcontractors and suppliers. Much of our business is repeat business from a reputation, which we value greatly. We built this reputation by providing quality and on time work at a low price, by using reputable and responsible subcontractors and by purchasing quality products through our local suppliers. Please find below our company's general information.

Company Name:	A J P Electric, Inc.	
Address:	11250 N. Cave Creek Rd., Phoenix, AZ 85020	
Telephone/Fax Number:	602-944-5477 / 602-944-5784	
Type of Ownership:	Arizona Corporation	
Company Principals:	Anna Paganik – President	
	Jozef Paganik – Secretary/Treasurer	
Company Established:	July 13, 1987	
Years in Business:	24 years	
Bonding Agent:	Paffenbarger and Walden Construction Bonding, LLC	
Contact:	Scott Wareing	Phone: 602-212-9160
Surety Company:	Merchants Bonding Company (Mutual)	
Bonding Limits:	$3,000,000 – single bond limit	
	$7,500,000 – aggregate program	
Liability Insurance Agent:	The Mahoney Group	
Contact:	Laura Sposi-Whetstine	Phone: 623-215-1300
Liability Insurance Company:	Allied Insurance Company	
Type of Insurance & Limits:	General Liability	$1,000,000/$2,000,000/$2,000,000
	Automobile	$1,000,000
	Excess/Umbrella	$4,000,000
Worker's Compensation:	SCF Premier Insurance	$1,000,000/$1,000,000/$1,000,000

AJP ELECTRIC, INC.

11250 N. Cave Creek Rd. • Phoenix, Arizona 85020
Phone (602) 944-5477 • Fax (602) 944-5784

SUBCONTRACTOR LIST
For
Gila County PWD Complex Roadyard Shop Area Paving Phase

Grading:	Hurley Contracting Inc. Griffin Hurley Phone: 602-237-8048 License No.: ROC 150248
Asphalt work:	American Asphalt Paving and Sealcoating Inc. Dick Cronkite Phone: 602-256-7376 License No.: ROC 155730
Concrete Work:	Temcon Concrete Construction Co. Rick Swanson Phone: 480-893-1789 License No.: ROC 076926
Fencing:	Hunter Guard Rail & Fence Inc. David Miller Phone: 623-580-1581 License No.: ROC 152759
Survey:	Hansen Engineering & Surveying Taylor Hansen Phone: 520-723-3261 License No.: N/A

Traffic Control, Relocation of Fire Hydrant, Rip Rap, Grading, Decomposed Granite, Subgrade Preparation: A J P Electric, Inc.
Jozef Paganik
Phone: 602-944-5477
License No.: ROC 146006

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:** Maricopa County Department of Transportation (MCDOT)
   - Contact: Bill Grimes
   - Phone: 602-506-6604
   - Address: 2901 W. Durango St., Phoenix, AZ 85009

2. **Company:** City of Maricopa
   - Contact: Christopher Salas
   - Phone: 520-316-6944
   - Address: 45145 W. Madison Ave., Maricopa, AZ 85239

3. **Company:** City of Casa Grande
   - Contact: Abdul Rashid
   - Phone: 520-421-8625 ext 3342
   - Address: 3181 N. Lear Ave., Casa Grande, AZ 85122

4. **Company:** City of Apache Junction
   - Contact: Emile Schmid
   - Phone: 480-474-8515
   - Address: 575 E. Baseline Ave., Apache Junction, AZ 85119

A J P Electric, Inc.

Name of Business

Signature of Authorized Representative

President

Title

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

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

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

That he is President
(Title)
of A J P Electric, Inc. 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 A J P Electric, Inc.

(Name of Business)

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

A J P Electric, Inc.
Name of Business

By

President
Title

Subscribed and sworn to before me this 19th **day of** September, **20** 11.

Debbie A. Magnolo
Notary Public

My Commission expires: Nov. 2, 2013

DEBBIE A. MAGNOLO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
November 02, 2013

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.

Yes [X] it is my intention to subcontract a portion of the work.

No [ ] it is not my intention to subcontract a portion of the work.

A J P Electric, Inc.
Name of Business

Signature of Authorized Representative

President
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	x
Bidding Schedule	x
Surety (Bid) Bond	x
Qualification & Certification Form	x
Reference List	x
Affidavit of Non-Collusion	x
Subcontractor Certification	x
Contract	x
Bidders Checklist & Addenda Acknowledgment	x

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/ Date	A.P. 9/8/11				

Signed and dated this 19th day of September, 2011.

A J P Electric, Inc.

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, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

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

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

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

_____

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

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

CONTRACTOR: A J P Electric, Inc.

_____

Contractor Signature

Anna Paganik, President

Print Name

_____

Witness (If Contractor is Individual)

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

Combs Construction Company, Inc.

P.O. Box 10789

Glendale AZ 85318

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.

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within sixty ~~(90)~~ 60 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: Combs Construction Company, Inc.

Corporate Address: P.O. Box 107829, Glendale AZ 85318

Incorporated under the laws of the State of: Arizona

By (Signature): [signature] **Date:** 9/19/11

James L. Combs-CEO

President: Steven R. Combs

Secretary: Misty R. Goodwin

Treasurer: Misty R. Goodwin

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: Combs Construction Company Inc.

TOTAL CONTRACT PRICE, for the sum of $ 310,994.50

WRITTEN TOTAL CONTRACT PRICE

Three hundred ten thousand Nine hundred ninety four **Dollars**

and fifty **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: Combs Construction Company Inc.

COST SUMMARY BREAK DOWN

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
107.1	Temporary Chain Link Fence (H=6')	L.F.	312	6.00	1,872.00
107.2	Temporary Chain Link Fence Gate (Double Swing)(W=28')	EA.	1	600.00	600.00
140	Bollard, MAG Dtl. 140	EA.	6	325.00	1950.00
202	Removal of Structures and Obstructions	L.S.	1	15000.00	15000.00
203	Sidewalk Scupper, MAG Dtl. 203	L.F.	24	140.00	3,360.00
270	Sewer Cleanout, Frame and Cover, MAG Dtl. 270	EA.	3	225.00	675.00
301	Subgrade Preparation	S.Y.	8,400	4.00	33,600.00
310	Aggregate Base Course - (ADOT Class II)	C.Y.	1,105	32.00	35,360.00
321	Asphaltic Concrete - MAG (3/4") Mix	Ton	890	74.00	65,860.00
340.1	Concrete Curb, MAG Dtl. 222, Type B, H=6"	L.F.	217.5	17.00	3,697.50
340.2	Concrete Sidewalk	S.F.	883	3.50	3,090.50
340.3	Concrete Sidewalk ADA Access Ramp	S.F.	85	5.00	425.00
340.4	Concrete Ribbon Curb, MAG Dtl. 220-1, Type B	L.F.	60	17.00	1,020.00
340.5	Concrete Valley Gutter (MAG 240, 2003 ed.)	L.F.	332	18.00	5,976.00
340.7	Adjustment of Existing Fire Hydrant (Arizona Water Dtl. E-9-6-1)	L.S.	1	600.00	600.00
430	Decomposed Granite, MAG 430	C.Y.	35	70.00	2,450.00

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	5.50	9,762.50
701	Maintenance and Protection of Traffic	L.S.	1	10,355.00	10,355.00
810	Erosion Control and Pollution Prevention Plan (SWPPP)	L.S.	1	6,000.00	6,000.00
901	Mobilization	L.S.	1	30,000.00	30,000.00
902.1	Chain Link Fence, H=8'	L.F.	217	23.00	4991.00
902.2	Chain Link Fence, H=6', Security Type	L.F.	1,102	15.00	16,530.00
902.3	Chain Link Fence, Gate, Double, W=14'	EA.	1	1300.00	1300.00
902.4	Chain Link Fence, Gate, Double, W=28', Security Type	EA.	3	1300.00	3,900.00
902.5	Chain Link Fence, Gate, Single, W=14', Security Type	EA.	2	1300.00	2,600.00
902.6	Chain Link Fence, Gate, Single, W=6', Security Type	EA.	1	1300.00	1300.00
903	Wire Fence, Barbed, ADOT Type 2	L.F.	402	4.00	1608.00
913	Dumped RipRap, D_{50}=9"	C.Y.	110	62.00	6,820.00
914	Masonry Wall, ADOT Std.	S.F.	1,476	17.00	25,092.00 RS
925	Construction Survey and Layout and As-builts	L.S.	1	15,200.00	15,200.00
				TOTAL BASE BID	310,994.50

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 Combs Construction Compa.

as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company

a corporation duly organized under the laws of the State of Connecticut,

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 Combs Construction Company, Inc.

By [signature]

Title James L. Combs-CEO

Surety Hartford Fire Insurance Company

By Attorney-in-Fact Lillian Martin

16042 N. 32nd Street, Phoenix AZ
Address, Attorney-in-Fact

Subscribed and sworn to before me this 2nd **day of** September **20** 11

My commission expires: 3/17/2014

Notary Public [signature]

KELLY M ANTRIM
Notary Public - Arizona
Maricopa County
My Commission Expires
March 17, 2014

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 59-302369**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

Lillian Martin, John D. Schnulo, Brooks Honaker, Thomas P. Bowman II
of
Phoenix, AZ

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 2, 2011.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

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:
   Combs Construction Company Inc.
   Mailing: P.O. Box 10789, Glendale AZ 85318
   Physical: 2801 S. 49th Ave, Phoenix AZ 85043
   Tel: (602) 237-4029 / Fax (602) 237-4182

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 for cause with Contractor (under your firm's present or any previous name)? _____Yes ✓ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List 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. See attached

f. Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** 2011 = 1.00 / 2012 = .99
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Arizona Contractor License Number:** 100380 KA

Signature of Authorized Representative

James L. Cantos
Printed Name

CEO
Title

A. GENERAL INFORMATION

Combs Construction Company Inc., Inc. (Combs Construction) has been in business as a general contractor since incorporating on October 15, 1993 in the State of Arizona. Combs Construction Company Inc. is an Arizona Corporation based in Phoenix, Arizona specializing in heavy highway construction and paving, general construction of streets, highways, and subdivision development. Combs Construction was honored to receive the 2003 & 2006 Marvin M. Black Partnering in Excellence Award, 2003 & 2006 Build Arizona Award, 2010 Build America AON Award, and has also subcontracted on several nationally recognized projects.

Travelers Casualty and Surety Company of America has handled Combs Construction Company Inc.'s surety needs since 1999, and has bonded single performance and payment bonds for Combs Construction on contracts in excess of $10,000,000.00 and a total backlog capacity of $40,000,000.00. Combs Construction Company Inc. has never failed to complete any work it has been awarded. There are no judgments, claims, arbitration proceedings or suits pending or outstanding against Combs Construction Company Inc., Inc. or its officers. Jurisdiction and trade categories in which Combs Construction Company Inc. is legally qualified to do business: Arizona Registrar of Contractors, Class A General Engineering Contractor (ROC 100380).

Combs Construction contracts Praxis Engineering, Mr. Mark Velasco, to oversee all of Combs Construction projects and ensure that they exceed OSHA's minimum construction safety regulations. Combs Construction has a ***Safety First!*** Attitude, and employs a full time Safety Director, Mr. Stephen Combs, to ensure its continued success in maintaining a safe workplace environment.

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:** City of Phoenix / Dave Bradley
   Contact: Dave Bradley / 43rd Ave Paving Project #5
   Phone: (602) 495-2050 $2,671,201
   Address: 103A E. Madison, Phoenix, AZ 85034

2. **Company:** Maricopa County Dept. of Transportation / #WOTT177 7th St Paving Project
   Contact: Dave Hupper $3,003,663.68
   Phone: (602) 506-4507
   Address: 2901 W. Durango Street, Phoenix AZ 85009

3. **Company:** City of Avondale / 107th Ave #ST1732 #ST1274 Road Improvements
   Contact: Jim Badowich $1,597,231.11
   Phone: (623) 333-4218
   Address: 11465 W. Civic Center, Avondale AZ 85323

4. **Company:** City of Phoenix / Gary Munoz #ST83130269 #ST85100274
   Contact: Gary Munoz / Tatum + Pinnacle Peak $2,275,145.20
   Phone: (602) 495-2050
   Address: 103A E. Madison, Phoenix AZ 85034

Combs Construction Company Inc.
Name of Business

Signature of Authorized Representative

James L. Combs - CEO
Title

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

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

James L. Combs
(Name of Individual)
being first duly sworn, deposes and says:

That he is CEO
(Title)
of Combs Construction Company Inc. 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

Combs Construction Company Inc
(Name of Business)

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

Combs Construction Company Inc.
Name of Business

By

James L. Combs - CEO
Title

Subscribed and sworn to before me this 19th **day of** September, **20**11.

Notary Public

My Commission expires: August 24, 2013

OFFICIAL SEAL
NIKOLE G. COSTA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Aug. 24, 2013

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.

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.

Combs Construction Company, Inc.
Name of Business

Signature of Authorized Representative

James L. Combs - CEO
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	9/8/11				

Signed and dated this 19th day of September, 2011.

Combs Construction Company Inc.
CONTRACTOR:

BY: James L. Combs - CEO

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, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

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

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

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 $ 310,994.50 **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:

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

CONTRACTOR:

Combs Construction Company, Inc.

_____
Contractor Signature

James L. Combs - CEO
Print Name

_____
Witness (If Contractor is Individual)

DATE: **September 23, 2011**

TO: **Chairman Tommie Martin**
Vice-Chairman Shirley Dawson
Supervisor Michael Pastor
Don McDaniel, County Manager
Steve Stratton, Director of Public Works
Joseph Heatherly, Director of Finance

FROM: **Marilyn Brewer, Deputy Clerk of the Board**

SUBJECT: **Certified Letter Received from Lewis & Rocha regarding Gila County PWD Complex Roadyard Shop Area Paving Phase, Gila County, Arizona, Bid No. 080211-1**

Upon the suggestion of Supervisor Pastor, who received this certified letter from the law firm of Lewis & Roca, I took this certified letter to the County Attorneys' office for advice as to what should be done on this letter received as far as action needing to be taken within a certain time period, who I should forward the letter to etc. as the County Manager and Steve Stratton are both out of the office today. In Bryan Chambers' absence, I spoke with Attorney Ramai Alvarez in the County Attorney's office, and she advised that this letter be copied to Steve Stratton to establish if the successful bidder had been prequalified, and if so to have Mr. Stratton write a letter of response. If not, her suggestion was to place this item on the agenda for Board discussion.

Rec'd 9/23/11
Cc: Bryan Chambers
M. Brewer

LEWIS AND ROCA LLP LAWYERS

Robert F. Roos
40 North Central Avenue, 19th Floor
Phoenix, Arizona 85004-4429

Direct Dial: (602) 262-5779
Direct Fax: (602) 734-3889
RRoos@LRLaw.com
Admitted in: Arizona

Our File Number: 35452-00015

September 21, 2011

VIA CERTIFIED MAIL AND FACSIMILE

Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member
Gila County Board of Supervisors
1400 E. Ash Street
Globe, AZ 85501

Copies given to BOS & County Manager; Steve Stratton & Joseph Heatherly

Re: Gila County PWD Complex Roadyard Shop Area Paving Phase
Gila County, Arizona
Bid No. 080211-1

Dear Chairman Pastor and Board Members:

Lewis and Roca represents Combs Construction Company, Inc. ("Combs").[1] Combs was the apparent second lowest bidder on the Gila County PWD Complex Roadyard Shop Area Paving Phase project (the "Project"). Combs protests an award of this Project to AJP Electric Inc. ("AJP Electric") because AJP Electric is not prequalified to perform the work included within the scope of work for the Project ("Proposed Work"). Combs, on the other hand, is properly prequalified to perform all of the Proposed Work. Accordingly, Gila County should reject AJP's bid and award a contract for the Project to Combs.

According to the Special Provisions appended to Gila County's Invitation for Bids for the Project, the Proposed Work consists of:

> [S]ubgrade 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.

See Special Provisions at p. SP-1, attached as Exhibit A. The Proposed Work contains no electrical work.

[1] Combs Construction Company Inc., P.O. Box 10789, Glendale, Arizona 85318-0789, (602) 237-4029

Under the Special Provisions, Gila County identifies standard specifications that it considers a part of the Contract Documents and binding on the bidding contractors. See Exhibit A, at SP-1. In this list, Gila County includes the Arizona Department of Transportation, Highways Division, Standard Specifications for Road and Bridge Construction (2008) ("ADOT Standard Specs."). Under section 102.02 of ADOT's Standard Specs., "prior to submitting a bid, the bidder will (unless waived by the Department) be required to be prequalified with the Department to bid on the project." A copy of section 102.02 of the Standard Specifications is attached as Exhibit B. Gila County did not waive the prequalification requirements for the Project.

AJP Electric is and was prequalified only for electric work with ADOT. Because AJP Electric is not prequalified to perform the Proposed Work, it may not be awarded a contract for the Project and its bid must be rejected.

Moreover, under Gila County's Invitation for Bids' General Provisions, Gila County "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." *See* General Provisions at GP-9, section 20-04, excerpts of which are attached as Exhibit C. Because the ADOT Specs.' prequalification requirements were included in the Invitation for Bids, AJP Electric should not have even received a proposal form.

And because AJP Electric is in default for failing to comply with the prequalification requirements under Section 20-04 of the General Provisions, AJP Electric should be disqualified:

> A bidder shall be considered disqualified for any of the following reasons:
>
> (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.

See Exhibit C at p. GP-11.

AJP Electric should not have even requested the bid documents for the Project. Under ADOT's Rules for Prequalification of Contractors, R17-3-201(H), "a contractor shall not request bid documents for a contract for which it is not prequalified." *See* Rules for Prequalification of Contractors, attached as Exhibit D.

To enable Gila County to assess bidding contractors' qualifications, the Invitation for Bids requires each applicant to submit a qualification and certification form ("QC Form"). *See* Qualification and Certification Forms, attached as Exhibit E. The QC Form requires each contractor to warrant and provide specific information, including the following:

c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; and

e. List the specific qualifications the Contractor has in supplying the specified services.

AJP Electric's lack of the required prequalification for any of the specified services should be a determining factor for Gila County not to award the contract to AJP Electric.

The Project requires, at a minimum, grading, aggregate base, paving, fencing and riprap work. AJP Electric is prequalified only for electrical work. In contrast, Combs is prequalified to perform all of the Proposed Work. Under these circumstances, Gila County must reject AJP Electric's bid and award the Contract for the Project to Combs as the lowest pre-qualified responsive, responsible bidder.

Please feel free to contact me with any questions.

Sincerely,

for

Robert F. Roos

WTC/DR
cc: AJP Electric
11250 N. Cave Creek Road
Phoenix, AZ 85020

Visus Engineering Construction, Inc.
1831 North Rochester
Mesa, AZ 85205

EXHIBIT A

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.

EXHIBIT B

ARIZONA

DEPARTMENT OF TRANSPORTATION

STANDARD SPECIFICATIONS

for

ROAD AND BRIDGE CONSTRUCTION

ADOT

2008

Work:

Work shall mean the furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract.

Working Day:

A day, exclusive of Saturdays, Sundays and State-recognized holidays, on which weather and other conditions not under the control of the contractor permit construction operations to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102.01 Advertisements for Bids:

The advertisement for bids may contain the following information:

- Project number and name of highway,
- Route number and mileposts or reference markers.
- Date, time and place of public opening of bids,
- Location and length of project,
- General description of work, principal items and approximate quantities,
- Specified contract time (working days, calendar days or fixed dates) for completion of contract work,
- Statement of proposal requirements,
- Manner in which project plans and specifications may be obtained and the cost of same.
- Type and amount of proposal guaranty.

102.02 Prequalification of Bidders:

Prior to submitting a bid, the bidder will (unless waived by the Department) be required to be prequalified with the Department to bid on the project. The submission of Prequalification information and determination of Prequalification shall be in accordance with the requirements of the Rules for Prequalification of Contractors as approved and adopted by the Department.

102.03 Suspension from Bidding:

The Department may suspend any person and any subsidiary or affiliate of any person from further bidding to the Department and from being a subcontractor or a supplier or otherwise participating in the work:

EXHIBIT C

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

EXHIBIT D

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
RULES FOR PREQUALIFICATION OF CONTRACTORS
(R17-3-201 thru R17-3-204)

R17-3-201. General

A. Definitions.

1. "Application" means a request for contractor prequalification, consisting of an application booklet available from the Department's office of Contracts and Specifications, and a financial statement prepared according to the requirements of this subsection and R17-3-202.
2. "Board" means the Contractor Prequalification Board.
3. "Compiled financial statement" means a financial statement prepared for form, appropriateness, and arithmetic accuracy. It does not express an opinion or provide any assurance regarding the financial statement.
4. "Contractor" means the individual, partnership, firm, corporation, joint venture, or any combination acceptable to the Department, that seeks to contract with the Department for constructing or reconstructing state transportation facilities, unless the context requires otherwise.
5. "Contractor prequalification" means the Department's process of review and evaluation of a contractor's work history and current financial condition before a contractor is allowed to submit a proposal for constructing or reconstructing state transportation facilities.
6. "Department" means the Arizona Department of Transportation.
7. "Examined financial statement" means a financial statement that includes the amounts and disclosures in the firm's financial statement, an assessment of the accounting principles used and the significant estimates made by management, and an evaluation of the overall financial statement presentation.
8. "Financial statement" means a financial report prepared according to generally accepted accounting principles by an independent certified public accountant or an independent public accountant. The financial statement includes a cover letter on the accountant's letterhead, a balance sheet, a statement of cash flows, an income statement, and all notes and appropriate supporting schedules.
9. "Joint venture" means the combination of two or more contractors for the purpose of submitting a proposal to the Department and performing a contract for constructing or reconstructing state transportation facilities.
10. "Prequalification amount" means the dollar limitation of each contract, based on the Department's estimate of contract value, for which a contractor may submit a proposal to the Department for constructing or reconstructing state transportation facilities.
11. "Reviewed financial statement" means a financial statement that includes an inquiry of company personnel, and a review of the analytical procedures applied to the financial data. It does not express an opinion regarding the financial statement taken as a whole.
12. "State Engineer" has the meaning in A.R.S. § 28-6901(3).

B. Contractor Prequalification Board

1. The State Engineer shall appoint the Board to consider and decide on applications for contractor prequalification.
2. The Board will be comprised of three Department employees, one of whom shall be a professional engineer, registered by the Arizona Board of Technical Registration, and one a certified or licensed public accountant.
3. The Board's authority to determine prequalification does not limit the Department's ability to establish additional criteria for contracts.

R17-3-202. Contractor Prequalification

A. **Criteria.** An applicant for contractor prequalification shall include on the application and the Board shall consider the following information in determining the prequalification amount for a contractor:

1. Key personnel and their work experience.
2. Organizational structure.
3. History of past or current projects and contracts.
4. Company affiliations.
5. Equipment owned or controlled.
6. Any applicable licenses.
7. Type of work requested.
8. Individuals authorized to act on behalf of the contractor.
9. Any prequalification or bidding disputes with a government agency, and
10. Financial condition.

B. **Joint Ventures.**

1. Each contractor in a proposed joint venture shall be prequalified. The joint venture shall submit a joint venture statement of intent at least 5 calendar days before the applicable bid opening date.
2. If one or more of the parties to the joint venture are corporations, a copy of a resolution from the Board of Directors authorizing the corporation to enter into the joint venture and execute all contract documents shall be submitted with the statement of intent.
3. Contractors operating as a joint venture on a continuing basis may file for prequalification as a joint venture.
4. The Board may allow a contractor operating as a joint venture to prequalify for a pro rata share of the entire contract amount. The percentage share of work shall not exceed each individual contractor's prequalification amount.

C. **Prequalification Expiration and Extension.**

1. Prequalification expires 15 months after the end of a contractor's fiscal year, as reflected on the financial statement. Due to the time necessary to prepare an examined financial statement, the Board may grant up to a 60 day extension on the expiration of prequalification, if:
   a) The contractor submits a letter from its accountant stating the reasons for delay in preparing the examined financial statement, and
   b) The letter from the accountant states the anticipated completion date of the examined financial statement, and
   c) The contractor submits an interim compiled or reviewed financial statement that was prepared within the previous six months.
2. The Board will notify each contractor in writing of its decision on the contractor's prequalification amount.

D. **Classification of Contractors.** The Board shall categorize contractors into the following classifications:

1. **Inexperienced firms:** Firms that have no experience as contractors in transportation facilities construction work.
2. **New firms:** Recently organized firms that have officers with experience with other contractors in positions of responsibility for transportation facilities construction.
3. **Unknown firms:** Firms that have experience as contractors but have not completed a transportation facilities construction contract as a contractor for the Department within the past five years or at any time.
4. **Known firms:** Firms that have successfully completed at least one transportation facilities construction contract within the past five years as a contractor for the Department.

E. **Classification of Financial Statements.**

1. All financial statements shall be examined, reviewed, or compiled according to generally accepted accounting principles, by either an independent certified public accountant or an independent public accountant, registered and licensed under the laws of any state. A contractor shall not submit a financial statement prepared by either a certified or public accountant who is directly or indirectly interested in or affiliated with the business of the contractor.
2. A contractor that submits a compiled financial statement will be limited to a maximum prequalification amount of $300,000.
3. A contractor that submits a reviewed financial statement will be limited to a maximum prequalification amount of $1.5 million.
4. A contractor that desires a prequalification amount in excess of $1.5 million shall submit an examined financial statement.

F. **Prequalification Limits**. In determining the prequalification amount for each contractor, the amount set by the Board may be less than the maximum amount set out in this subsection due to the Board's evaluation of the contractor's information under R17-3-202(A).

1. **Inexperienced firms.** An inexperienced firm will be limited to a maximum prequalification amount of $300,000 until the contractor has satisfactorily completed at least one transportation facilities construction contract for any public agency.
2. **New firms.** A new firm will be limited to a maximum prequalification amount of five times the firm's net worth.
3. **Unknown firms.** An unknown firm will be limited to a maximum prequalification amount of five times the firm's net worth or the amount of the largest transportation facilities construction contract it has successfully completed as a contractor for any other public agency, whichever is larger.
4. **Known firms.** A known firm will be limited to a maximum prequalification amount of ten times the firm's net worth. An unlimited prequalification amount may be granted if the product of ten times the firm's net worth exceeds $100 million.
5. **All firms.** Evidence of additional assets pledged in behalf of a contractor or letters from a contractor's surety company may be considered in establishing higher prequalification amounts than stated in subsections (F)(2) through (F)(4). A parent company that pledges assets in behalf of a contractor shall submit a financial statement.

G. **Reconsideration of Prequalification Determination.**

1. If a contractor is dissatisfied with the Board's decision, the contractor may request in writing a hearing, within 15 days of receiving the Board's decision. The hearing shall be conducted under A.R.S. § 41-1062. The letter shall indicate the basis for the request and shall provide supportive data. The Board shall review the request and accompanying information and decide on the request within 30 calendar days of its receipt.
2. If the contractor is still dissatisfied with the decision of the Board, the contractor may appeal to the State Engineer. The Board shall notify the contractor about the appeal procedures.

H. **Issuance of Bidding Documents.** A contractor shall not request bid documents for a contract for which it is not prequalified.

I. The Department may waive the prequalification requirement on an individual contract when it is in the best interest of the state. The advertisement for bids shall identify if prequalification is waived.

R17-3-203. Reduced Prequalification Amounts or Disqualifications

A. The Board may reduce the prequalification amount of a contractor already prequalified or disqualify a contractor from bidding if a contractor:

1. Falsifies any document or misrepresents any material fact in the information furnished to the Department;
2. Fails to enter into a contract with the Department;
3. Defaults on a previous contract with any public agency;
4. Has an unsatisfactory work performance record with the Department on the basis of workmanship, competent superintendence, adequate and proper equipment, timely completion, or failure to submit required documentation for closing out a contract; or
5. Fails to provide notification to the Board, within 30 calendar days of occurrence, of any change in ownership, corporate officers or general partners, bankruptcy, receivership, court supervised reorganization, or the entry of a judgement in a judicial or administrative proceeding adverse to the contractor.

B. The Board shall notify a contractor in writing of its intention to reduce the prequalification amount or to disqualify a contractor. The Board's notice to reduce prequalification or to disqualify a contractor shall become a final determination unless the contractor requests a hearing with the Board within 20 calendar days after receiving such notification. The Board shall notify the contractor about the hearing procedures.

C. The contractor may appeal the Board's decision to the State Engineer. The Board shall notify the contractor about the appeal procedures.

R17-3-204. Access to Department Prequalification Files.

Prequalification files are considered to be strictly confidential. The files will be available only to:

1. Members of the Board,
2. The Director of the Department or any authorized agents of the Department,
3. Members of the Arizona State Transportation Board,
4. The division administrator of the Federal Highway Administration or any authorized representatives,
5. Agents of surety upon the filing of an application for bond duly signed by an authorizing party of the prequalified firm contractor,
6. Members of the Arizona State Board of Accountancy or their duly authorized representatives, and
7. The contractor that is the subject of the file.

EXHIBIT E

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 for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List 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

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management

1400 East Ash Street
Globe, Arizona 85501
Phone (928) 425-3231 Ext. 8522
Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

October 10, 2011

AJP Electric, Inc.
Anna Paganik, Corporate President
11250 N Cave Creek Rd
Phoenix, AZ 85020

Combs Construction Company Inc.
PO Box 10789
Glendale, AZ 85318-0789

Re: Gila County PWD Complex Roadyard Shop Area Paving Phase, Bid No. 080211-1

To Whom It May Concern:

The Gila County Board of Supervisors has received the protest, response and reply, and will consider those letters as well as the bids at the Gila County Board of Supervisors meeting on October 18, 2011, beginning at 10:00 am.

Anyone wishing to address the Gila County Board of Supervisors will need to fill out a Call to the Public request form. These forms will be available at the Gila County Board of Supervisors meeting.

Sincerely,

Steve Stratton
Public Works Director

cc: Tommie Cline Martin, Chairman, Gila County Board of Supervisors
Don E. McDaniel, Jr., Gila County Manager

AJP ELECTRIC, INC.

11250 N. Cave Creek Rd. • Phoenix, Arizona 85020
Phone (602) 944-5477 • Fax (602) 944-5784

Received 9/29/11
M. Brewer
(Certified mail)

10/3 scanned + emailed
to: T. Martin
S Dawson
M Pastor
D McDaniel
S Stratton
J Heatherly
B Chambers
MS

September 28, 2011

9/29/11

Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member
Gila County Board of Supervisors
1400 E. Ash Street
Globe, AZ 85501

RE: Gila County PWD Complex Roadyard Shop Area Paving Phase
Gila County, Arizona
Bid No. 080211-1

Dear Chairman Pastor and Distinguished Board Members:

Would you please accept this letter as a formal response to the protest made by Lewis and Roca on behalf of Combs Construction Company ("Combs"). AJP Electric, Inc. ("AJP") would like to initially point out that AJP is indeed prequalified with the Arizona Department of Transportation ("ADOT") and as a contractor to bid and self perform the work represented on this project. With this in mind, we do not foresee any reason why Gila County should not award the project to AJP as we were the prequalified, responsive, and responsible low bidder for this Project.

According to the Special Provisions appended to Gila County's Invitation for Bids for the Project, the Proposed 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.

Please see Special Provisions, Page SP-1, attached as Exhibit A. The description of the Proposed Work is right in line with what AJP has the ability to perform and is capable of performing. Despite the misconception that many have about our company name, "AJP Electric," we are indeed a full service civil and electrical contractor and have been under the same name since its creation in 1987.

Under the Special Provisions, Gila County identifies standard specifications that it considers a part of the Contract Documents for this Project and binding to the bidding contractors. Please see Special Provisions, Page SP-1, attached as Exhibit A. In this list, Gila County includes the Arizona Department of Transportation, Highways Division, Standard Specifications for Road and Bridge Construction (2008) ("ADOT Standard Specs."). Under Section 102.02 of ADOT's Standard Specifications, "Prior to submitting a bid, the bidder will (unless waived by the Department) be required to be prequalified with the Department to bid on the project." A copy of Section 102.02 of the ADOT Standard Specifications is attached as Exhibit B.

AJP is and has been prequalified by ADOT for the following types of work: Electrical, Signing, Miscellaneous Concrete, and Grading & Draining which is required for the scope of this Project in particular. Please see the page excerpt titled C&S – Pre-Qualified Contractors, Page 3 of 6, in Exhibit C.

To enable Gila County to assess bidding contractors' qualifications, the Invitation for Bids requires each applicant to submit a qualification and certification form ("QC Form"). Please see Qualification and Certification Forms, attached as Exhibit D. The QC Form requires each contractor to warrant and provide specific information, including the following:

> 5. c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; and

AJP retains the required prequalifications for the specified services of this Project. AJP strongly encourages Gila County to use the list of previous and current customers of Part 5. c. as reference information of AJP's performance on past comparable projects. References from other government entities are some of the best methods to verify a contractor's performance.

Another requirement of ADOT and Gila County is that the awarded contractor must be duly licensed in accordance with Arizona Revised Statutes 32-1101 through 32-1170.03. Please see Exhibit E for copies of AJP's licenses issued through the Arizona Registrar of Contractors which also signifies that we are duly licensed to complete the work necessary for this Project.

Thank you for your help and consideration in this matter, it is greatly appreciated. Please feel free to contact me if you have any questions/comments/concerns.

Sincerely,

Anna Pagarik
Corporate President

cc: Lewis and Roca Lawyers, LLP
40 North Central Avenue, Suite 1900
Phoenix, AZ 85004

Combs Construction Company
2801 S. 49th Avenue
Phoenix, AZ 85043

Visus Engineering Construction, Inc.
1831 North Rochester
Mesa, AZ 85205

Exhibit A

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.

Exhibit B

ARIZONA

DEPARTMENT OF TRANSPORTATION

STANDARD SPECIFICATIONS

for

ROAD AND BRIDGE CONSTRUCTION

ADOT

2008

Work:

Work shall mean the furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract.

Working Day:

A day, exclusive of Saturdays, Sundays and State-recognized holidays, on which weather and other conditions not under the control of the contractor permit construction operations to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102.01 Advertisements for Bids:

The advertisement for bids may contain the following information:

- Project number and name of highway,
- Route number and mileposts or reference markers.
- Date, time and place of public opening of bids,
- Location and length of project,
- General description of work, principal items and approximate quantities,
- Specified contract time (working days, calendar days or fixed dates) for completion of contract work,
- Statement of proposal requirements,
- Manner in which project plans and specifications may be obtained and the cost of same.
- Type and amount of proposal guaranty.

102.02 Prequalification of Bidders:

Prior to submitting a bid, the bidder will (unless waived by the Department) be required to be prequalified with the Department to bid on the project. The submission of Prequalification information and determination of Prequalification shall be in accordance with the requirements of the Rules for Prequalification of Contractors as approved and adopted by the Department.

102.03 Suspension from Bidding:

The Department may suspend any person and any subsidiary or affiliate of any person from further bidding to the Department and from being a subcontractor or a supplier or otherwise participating in the work:

(A) If that perso
that person
jurisdiction,
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(2) Knowing
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(5) Misrepr
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(6) Misrepr
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(B) If the Depa
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Responsibl

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102.04 Conten

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approximate estimate
performed or material
items for which unit b
state the time in wh
amount of the propos
opening of proposals
Provisions or requirer
Standard Specificatio
the specific project ar

All papers bound w
considered a part the
Drawings and other c
will be considered a p

Exhibit C

	STREET	BRIDGES	3/31/2012
CITY/STATE/ZIP:	LINDON, UT 84042		
TELEPHONE:	(801)785-6900		
FAX:	(801)785-6400		

Pre-Qualified Company		Work Type / Expiration Date	
COMPANY:	AIS CONSTRUCTION COMPANY	ROCKFALL PROTECTION	3/31/2012
ADDRESS:	6420 VIA REAL, SUITE 6		
CITY/STATE/ZIP:	CARPINTERIA, CA 93013		
TELEPHONE:	(805)684-4344		
FAX:	(805)566-6534		

Pre-Qualified Company		Work Type / Expiration Date	
COMPANY:	AJP ELECTRIC, INC.	ELECTRICAL	9/30/2011
ADDRESS:	11250 N. CAVE CREEK RD.	ELECTRICAL	9/30/2012
CITY/STATE/ZIP:	PHOENIX, AZ 85020	GRADING & DRAINING	9/30/2011
TELEPHONE:	(602)944-5477	GRADING & DRAINING	9/30/2012
FAX:	(602)944-5784	MISCELLANEOUS CONCRETE	9/30/2011
		MISCELLANEOUS CONCRETE	9/30/2012
		SIGNING	9/30/2011
		SIGNING	9/30/2012

Pre-Qualified Company		Work Type / Expiration Date	
COMPANY:	ALOHA GRADING, INC.	ASPHALT CONCRETE PAVING	3/31/2012
ADDRESS:	936 E. WILLIAMSFIELD ROAD #103	FENCING	3/31/2012
CITY/STATE/ZIP:	GILBERT, AZ 85295	GRADING & DRAINING	3/31/2012
TELEPHONE:	(480)899-6881	MINOR CONCRETE STRUCTURES	3/31/2012
FAX:	(480)899-6884	MISCELLANEOUS CONCRETE	3/31/2012
		PAVEMENT/BRIDGE REPAIR	3/31/2012
		UNDERGROUND	3/31/2012

Pre-Qualified Company		Work Type / Expiration Date	
COMPANY:	ALR CONSTRUCTION, INC.	ASPHALT CONCRETE PAVING	3/31/2012
ADDRESS:	1719 1/2 S. 22ND AVENUE	GRADING & DRAINING	3/31/2012
CITY/STATE/ZIP:	PHOENIX, AZ 85009		
TELEPHONE:	(602)258-4848		
FAX:	(602)258-7568		

Pre-Qualified Company		Work Type / Expiration Date	
COMPANY:	AMERICAN BRIDGE	ALL CLASSES OF	3/31/2012

Exhibit D

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 for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List 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

Exhibit E

STATE OF ARIZONA

Office of the

License No. 146006

Registrar of Contractors

This is to Certify That

A J P ELECTRIC INC (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors on the 4TH day of JUNE in the year ONE THOUSAND NINE HUNDRED AND NINETY NINE, duly licensed and admitted to engage in and pursue the business of

A-
GENERAL ENGINEERING

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, this 4TH day of JUNE, 1999.

Arizona Registrar of Contractors
1931

DIRECTOR

STATE OF ARIZONA

LICENSE No. 101196

Office of the Registrar of Contractors

STATE OF ARIZONA
OFFICE OF THE REGISTRAR } ss.

To All Whom It May Concern:

This is to Certify That

A J P ELECTRIC INC (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors on the 3RD day of MARCH in the year of our Lord One Thousand Nine Hundred and 94, duly licensed and admitted to engage in and pursue the business of

L-11
ELECTRICAL

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, this 3RD day of MARCH, 1994.

Registrar of Contractors 1931

DIRECTOR

STATE OF ARIZONA

LICENSE No. 101195

Office of the Registrar of Contractors

STATE OF ARIZONA
OFFICE OF THE REGISTRAR } ss.

To All Whom It May Concern:

This is to Certify That

A J P ELECTRIC INC (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors on the 3RD day of MARCH in the year of our Lord One Thousand Nine Hundred and 94, duly licensed and admitted to engage in and pursue the business of

A-17
ELECTRICAL & TRANSMISSION LINES

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, this 3RD day of MARCH, 1994.

Registrar of Contractors 1931

DIRECTOR

IMPORTANT NOTICE
YOU MUST:

1.) REPORT DISASSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
4.) REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

A J P ELECTRIC INC
11250 N CAVE CREEK ROAD
PHOENIX AZ 85020

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

CORP

LICENSE EFFECTIVE THROUGH: FEB 2012
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
A J P ELECTRIC INC

CONTRACTORS LICENSE NO. ROC101196 CLASS L-11
ELECTRICAL

COMMERCIAL ONLY

THIS CARD MUST BE PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACT

IMPORTANT NOTICE
YOU MUST:

- REPORT DISASSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. [SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE RULE R-4-9-110]

A J P Electric Inc

11250 N Cave Creek Rd
Phoenix, AZ 850201408

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH: 02/28/2013
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
A J P Electric Inc

CONTRACTORS LICENSE NO 101195 CLASS A-17
Electrical and Transmission Lines

THIS CARD MUST BE PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

IMPORTANT NOTICE
YOU MUST:

- REPORT DISASSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. [SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE RULE R-4-9-110]

A J P Electric Inc

11250 N Cave Creek Rd
Phoenix, AZ 850201408

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH: 06/30/2013
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
A J P Electric Inc

CONTRACTORS LICENSE NO 146006 CLASS A
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

LEWIS AND ROCA LLP LAWYERS

Robert F. Roos
40 North Central Avenue, 19th Floor
Phoenix, Arizona 85004-4429

Direct Dial: (602) 262-5779
Direct Fax: (602) 734-3889
RRoos@LRLaw.com
Admitted in: Arizona

Our File Number: 35452-00015

October 5, 2011

VIA CERTIFIED MAIL AND FACSIMILE

Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member
Gila County Board of Supervisors
1400 E. Ash Street
Globe, AZ 85501

Re: Gila County PWD Complex Roadyard Shop Area Paving Phase
Gila County, Arizona
Bid No. 080211-1
Supplement to September 21, 2011 Bid Protest Letter

Dear Chairman Pastor and Board Members:

As you know, Lewis and Roca represents Combs Construction Company, Inc. ("Combs"). Combs was the second lowest bidder on the Gila County PWD Complex Roadyard Shop Area Paving Phase project (the "Project"). On September 21, 2011, Combs sent a letter to you protesting an award of this Project to AJP Electric, Inc. ("AJP Electric") because AJP Electric was not prequalified to perform the work included within the scope of work for the Project ("Proposed Work"). This letter supplements Combs' September 21, 2011 protest letter, which is incorporated here by reference.

AJP Electric has now responded to Combs' protest and claims that it is pre-qualified in electrical, grading & draining, miscellaneous concrete, and signing. The Arizona Department of Transportation's ("ADOT") official website (accessed on 9/16/11), however, stated that AJP Electric was prequalified only in electric. *See* ADOT's 9/16/11 Prequalified Contractors list, attached as Exhibit A. But even with the additional prequalifications, AJP Electric still is not qualified to perform the work. Accordingly, Gila County should reject AJP Electric's bid and award a contract for the Project to Combs.

According to the Special Provisions appended to Gila County's Invitation for Bids for the Project, the Proposed Work consists of:

> [S]ubgrade 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.

See Special Provisions at p. SP-1, attached as Exhibit B.

AJP Electric lacks many of the prequalifications necessary to perform the Proposed Work. For example, AJP Electric has not been prequalified in:

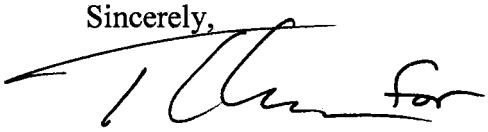
1. Asphalt Concrete Paving;
2. Minor Concrete Structures; and
3. Guardrail/Fencing.

Since AJP Electric is not prequalified to perform much of the Proposed Work, it may not be awarded a contract for the Project and its bid must be rejected.

The Project requires, at a minimum, installation of asphaltic concrete pavement, concrete sidewalks, curbs and gutters, and fencing. AJP Electric is not prequalified for Asphalt Concrete Paving, Minor Concrete Structures, and Guardrail/Fencing -- the exact qualifications necessary to perform the Proposed Work. In contrast, **Combs is prequalified to perform all of the Proposed Work**.[1] Under these circumstances, Gila County must reject AJP Electric's bid and award the Contract for the Project to Combs as the lowest pre-qualified responsive, responsible bidder.

Please feel free to contact me with any questions.

Sincerely,



Robert F Roos

WTC/DR

[1] Combs is prequalified through March 31, 2012 in Asphalt Concrete Paving, Electrical, Grading & Draining, Guardrail/Fencing, Minor Concrete Structures, Miscellaneous Concrete, Pavement Marking, Pavement/Bridge Repair, Rest Areas, and Signing.

cc: AJP Electric
11250 N. Cave Creek Road
Phoenix, AZ 85020

Visus Engineering Construction, Inc.
1831 North Rochester
Mesa, AZ 85205

EXHIBIT A

	STREET	BRIDGES	3/31/2012
CITY/STATE/ZIP:	LINDON, UT 84042		
TELEPHONE:	(801)785-6900		
FAX:	(801)785-6400		

Pre-Qualified Company		Work Type / Expiration Date	
COMPANY:	AIS CONSTRUCTION COMPANY	ROCKFALL PROTECTION	3/31/2012
ADDRESS:	6420 VIA REAL, SUITE 6		
CITY/STATE/ZIP:	CARPINTERIA, CA 93013		
TELEPHONE:	(805)684-4344		
FAX:	(805)566-6534		

Pre-Qualified Company		Work Type / Expiration Date	
COMPANY:	AJP ELECTRIC, INC.	ELECTRICAL	9/30/2011
ADDRESS:	11250 N. CAVE CREEK RD.		
CITY/STATE/ZIP:	PHOENIX, AZ 85020		
TELEPHONE:	(602)944-5477		
FAX:	(602)944-5784		

Pre-Qualified Company		Work Type / Expiration Date	
COMPANY:	ALOHA GRADING, INC.	ASPHALT CONCRETE PAVING	3/31/2012
ADDRESS:	936 E. WILLIAMSFIELD ROAD #103	FENCING	3/31/2012
CITY/STATE/ZIP:	GILBERT, AZ 85295	GRADING & DRAINING	3/31/2012
TELEPHONE:	(480)899-6881	MINOR CONCRETE STRUCTURES	3/31/2012
FAX:	(480)899-6884	MISCELLANEOUS CONCRETE	3/31/2012
		PAVEMENT/BRIDGE REPAIR	3/31/2012
		UNDERGROUND	3/31/2012

Pre-Qualified Company		Work Type / Expiration Date	
COMPANY:	ALR CONSTRUCTION, INC.	ASPHALT CONCRETE PAVING	3/31/2012
ADDRESS:	1719 1/2 S. 22ND AVENUE	GRADING & DRAINING	3/31/2012
CITY/STATE/ZIP:	PHOENIX, AZ 85009		
TELEPHONE:	(602)258-4848		
FAX:	(602)258-7568		

Pre-Qualified Company		Work Type / Expiration Date	
COMPANY:	AMERICAN BRIDGE COMPANY	ALL CLASSES OF CONSTRUCTION	3/31/2012
ADDRESS:	1000 AMERICAN BRIDGE WAY		
CITY/STATE/ZIP:	COROAPOLIS, PA 15108		
TELEPHONE:	(412)631-1000		
FAX:	(412)631-2000		

Pre-Qualified Company	Work Type / Expiration Date

EXHIBIT B

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.

AJP ELECTRIC, INC.

11250 N. Cave Creek Rd. • Phoenix, Arizona 85020
Phone (602) 944-5477 • Fax (602) 944-5784

October 10, 2011

Shannon Coons
Gila County Public Works Department
745 North Rose Mofford Way
Globe, AZ 85501

RE: Gila County PWD Complex Roadyard Shop Area Paving Phase
Gila County, Arizona
Bid No. 080211-1

Dear Shannon Coons:

On Friday evening, I had spoken to Ms. Valrie Bejarano of the Gila County Procurement Department in regards to the above referenced Job and the protest that has been made by Lewis and Roca on behalf of Combs Construction (Combs). On September 16, 2011, the Friday before this bid took place, we were the apparent low bidder on an Arizona Department of Transportation (ADOT) project in Phoenix, AZ. This project was also protested by Combs using all of the same reason as they did for the protest that you received.

After AJP Electric's response and a revision to Combs' protest, ADOT has issued their response to the Combs' protest in our favor. ADOT deemed that we were indeed prequalified for their project as we feel we are for the Gila County PWD Complex Roadyard Shop. Please see the attached paperwork from ADOT which may help in the decisions of Gila County.

I would like to stress to Gila County that AJP Electric has been under the same name for 24 years concurrently and we have no intentions of changing our name even though our company has expanded its work capabilities. It is a name that carries a reputation that we value greatly.

AJP Electric greatly appreciates the opportunity that we had to bid on this project and would like to have a lasting relationship with Gila County.

Please call me if you have any questions, comments, or concerns.

Sincerely,

Anna Paganik
Corporate President

Arizona Department of Transportation
Intermodal Transportation Division
206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer
Governor

John S. Halikowski
Director

Jennifer Toth
State Engineer

October 7, 2011

Mr. Robert F. Roos
Lewis and Roca, LLP
40 North Central Avenue, 19th Floor
Phoenix, Arizona 85004-4429

RE: 0000 MA GLN SH43201C
HES-GLN-0(031)A
City of Glendale
51st Avenue & Camelback Road

Dear Mr. Roos:

The Department acknowledges your letters of September 16, 2011, and September 27, 2011, on behalf of your client, Combs Construction Company (Combs). Combs was second low bidder on this project and is protesting the award to AJP Electric, Inc. (AJP), the apparent low bidder.

Your September 16, 2011, letter states that the bid from AJP should be rejected because AJP is only prequalified for Electrical work. That statement seems to have been based on prequalification information found on the ADOT website. On the date of bid opening, the information on the website about AJP was incomplete. On the date of bid opening, AJP was prequalified for Electrical, Grading, Draining, Miscellaneous Concrete, and Signing work.

Your letter of September 27, 2011, argues that "even with the additional prequalifications, AJP still is not qualified to perform the work". It further argues that "the project requires at a minimum, grading, paving, concrete, landscaping and electrical work" and that "Combs is prequalified to perform all of the proposed work". A footnote in your letter notes that Combs is prequalified for "Asphalt Concrete Paving, Electrical, Grading & Draining, Guardrail/Fencing, Minor Concrete Structures, Miscellaneous Concrete, Pavement Marking, Pavement/Bridge Repair, Rest Areas and Signing". Your letter of September 16, 2011, makes the same argument that landscaping is one of the types of work required for this project and that Combs is prequalified to perform all of the work. However Combs is not prequalified with ADOT for Landscaping.

The project does include a small amount of landscaping, amounting to about 1% of total project costs, but is not of a critical nature and it is my finding that prequalification for Landscaping is not required for this project. Likewise, asphalt paving amounts to about 8% of the project cost but the work is not of a significant amount or complexity and it is my determination that prequalification for Asphalt Concrete Paving is not required for this spot intersection improvement. Nor do I find any critical needs in this project that would require prequalification for Minor Concrete Structures, Pavement Marking or Pavement/Bridge Repair as seem to be suggested by your letter of September 27, 2011. There are times

when a minor cost item is of such critical importance to a project that prequalification is required, but I find no such circumstances in this project.

I do agree with your position that the fact that the specifications allow subcontracting does not excuse a contractor from the need to be prequalified for key elements of the work that they intend to subcontract. However, I disagree with any position that would require prequalification for every activity on a project no matter how small. If that were the case, then Combs must be precluded from bidding this job or any other job with a small amount of landscaping because Combs is not prequalified for Landscaping work.

The key elements of this project are electrical, grading, draining and miscellaneous concrete. Together they represent about 60% of project costs. Using the bid prices from Combs and AJP would yield a somewhat different total percent of work, but not enough to alter the overall finding. AJP and Combs both have the necessary prequalification to bid this project.

The Transportation Board is scheduled to meet on Friday, October 21, 2011, at 9:00 A.M. M.S.T. in Littlefield, Arizona. I will recommend that the Transportation Board reject the protest submitted by Combs Construction and award the contract to AJP Electric as the lowest responsive and responsible bidder. Board meetings are open to the public, and the Board will receive input from interested parties. If you intend to make a presentation to the Board, please advise me in writing at the address noted above. In accordance with Subsection 103.10 of the Standard Specifications, please send a copy to all bidders.

Sincerely,

Jennifer Toth, PE
State Engineer

cc: All bidders

ADDENDUM #1

Gila County Bid No. 080211-1

Roadyard Shop Area Paving Project

The following amendments are hereby incorporated into the bid documents for the above stated project:

September 8, 2011

Question / Answer / Corrections / Changes

1. Correction to page number P-4 within the Proposal section of the Bid Document:

   The second sentence of the first paragraph is revised to read:

   The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within sixty (60) ~~(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.

2. Correction to page number C-4 within the Contract section of the Bid Document:

   SCHEDULE:

   For construction in the contract documents, the project shall be completed within **Sixty ~~Ninety~~ (60) ~~(90)~~ Days of the Notice To Proceed**.

3. Replace page BS-2 (first page of the bid schedule) with the enclosed page R-BS-2. This change reflects the removal of the pole base structures (see sheet 16 of the Plans) and addition of the sidewalk scuppers (see sheet 6 of the Plans).

4. Correction to page number T-1 within the Technical Specifications section of the Bid Document:

   Add the following sentence:

   Temporary fence support system shall be post type that is that driven (i.e., not concrete encased) into the existing ground.

5. Clarification – waste earthen material from subgrade site work shall be delivered to a location as directed by the Owner, located approximately 1/4-mile to the east of the project site, along Besich Boulevard near the County landfill. All material shall be free of

organic material, pavement, concrete and other debris deemed unacceptable by the Owner during construction.

6. Clarification – water for use during construction shall be obtained and paid for by the Contractor.

7. Clarification – County permits are not required for the work. However, the Contractor shall obtain all other necessary permits (i.e., State, Federal and City) as required to complete the work.

8. The Geotechnical Report has been included for the Contractor's information.

9. Bidder Question:

   "We were told there were revisions to the quantities related to the concrete work for this project…"

   Answer:

   There are no changes to the concrete work other than that shown within the revised Bid Schedule page R-BS-2 (see item No. 3 above).

Registered Professional Engineer (Civil)
CERTIFICATE NO.
33412
JOSEPH M.
ALWIN
Date Signed 9/8/11
ARIZONA U.S.A.
Expires 6/31/2014

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		
203	Sidewalk Scupper, MAG Dtl. 203	L.F.	24		
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		
340.7	Adjustment of Existing Fire Hydrant (Arizona Water Dtl. E-9-6-1)	L.S.	1		
430	Decomposed Granite, MAG 430	C.Y.	35		

ARF-867 **Regular Agenda Item 3- H**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For: Steve Sanders Submitted By: Valrie Bejarano, Finance Department

Department: Public Works Division Division: Engineering

Fiscal Year:	FY 2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	12-20-11 to 12-19-12	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Presenter's Name: Steve Sanders

Information

Request/Subject

Request to Advertise Invitation for Bids No. 091511-1 for Pavement Marking

Background Information

The contract for pavement marking paint purchase and application on county roads expired on August 4, 2011.

Evaluation

The Engineering department requires certain roads each year to be remarked with yellow and white pavement marking paint. This request to advertise will allow the department the ability to contract a supplier to provide and apply the yellow and white 4" paint on specified county roads.

Conclusion

The IFB would be advertised on October 26th and November 2nd in the Arizona Silverbelt. Bid due date will be November 11, 2011 and the term will be for one year.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve the advertisement of Invitation for Bids No. 091511-1 for Pavement Marking on county specified roads.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 091511-1 for Pavement Marking of County roads. **(Steve Sanders)**

Attachments

Request to Advertise Invitation for Bids 091511-1

Invitation for Bids No. 091511-1

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 Division**

FUNDING SOURCE: FUND NO.: **6500** DEPT NO.: **341** PROGRAM NO.: **514** LOCATION NO.: **000** ACCOUNT NO.: **4130.71** 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 supplier for the purchase and application of yellow and white paint for pavement marking of county roads.

Signed: _____ Date: 9/22/11 Signature indicates material specifications are approved as written.
Elected Officials or Department Head

II. DEPARTMENTAL INFORMATION ONLY BID NO.: **091511-1**
(For Procurement Use Only)

Action Dates:

Department Receipt: ___/___/___ Placed on Agenda: **10 / 18 / 11**

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

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

Advertised Dates: From: **10 / 26 / 11** To: **11 / 02 / 11**

Closing Date: **11 / 16 / 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: ___/___/___
Tommie C. Martin, 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)
Tommie C. Martin, Chairman of the Board of Supervisors, Gila County

GILA COUNTY

NOTICE OF INVITATION FOR BID

SOLICITATION NUMBER

091511-1

PAVEMENT MARKING

Content **Page**

Solicitation..... 1
Section 1: Specifications..... 2
Section 2: General Terms & Conditions 4
Section 3: Special Terms & Conditions..... 9
Section 4: Instructions to Submitters 14
Contract Forms: .....Attachments "A-I"

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
091511-1

BID DUE DATE: November 16, 2011 **TIME:** 11:00 AM MST

DESCRIPTION: Pavement Marking

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Board Conference Room #257
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or 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 in Section 4, page 14, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: October 26 and November 2, 2011

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department:	Gila County Public Works Division Consolidated Roads
Type of Contract:	Term
Term of Contract:	12 Months
Phone Number:	928-402-8612

Signed: _____ Date: ____/____/____
Tommie C. Martin, Chairman, Board of Supervisors

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

SECTION 1
SPECIFICATIONS

1. Purpose

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase and application of yellow and white pavement marking to various Locations throughout the County, in all accordance with the specifications and general requirements identified below.

The specifications are intended to describe the type, size, 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.

2. Product Specifications

a) County will pre-sweep the areas to be striped prior to the application of the paint. Pavement markings shall be applied when the pavement surface is clean and dry.

b) Striping machine shall be truck-mounted with appropriate amber warning beacons.

c) Once a mobilization for striping work is started, it shall be completed at that time. Contractor will provide his own yard for parking, maintenance and storage of all equipment.

d) Contractor will provide barricading, traffic control and signing appropriate to advise drivers to stay-off wet paint. Claims of paint damage to vehicles will be referred to the Contractor.

e) Paint shall be applied at the rate of 250 to 300 feet per gallon.

f) Yellow stripe shall be 4" in width with beads. Where skip dash is applied, the dash will be 10' long with a 30' skip.

g) All centerline striping will be 4" wide painted double yellow stripe with beads.

h) All shoulder striping will be 4" wide painted single white stripe with beads.

i) Glass beads shall be mechanically applied onto the wet paint at the rate of 6-8 lbs. per gallon of paint. (Hand spreading will not be allowed.)

j) No glass beads will be allowed in the pavement marking paint prior to the paint application.

k) Paint used will be water-based paint for road striping.

l) All work and materials shall conform in its entirety to Section 708 (and current revisions) of the Standard Specifications for Road and Bridge Construction, ADOT Highways Division, 2000 edition.

m) Work area to be cleaned immediately following completion of the work at each location to the satisfaction of the County Road Manager

3. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

4. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County

SECTION 2
GENERAL TERMS AND CONDITIONS

Award 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 IFB, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all offers; or portions thereof; or
        3. Reissue a Invitation for Bid.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(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 Offers of any bidder(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 Bid will be reviewed by the Gila County Board of Supervisors.

5. Those Offerors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful offeror(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 bidders who have submitted a bid for this IFB have the right to protest. A protest of a proposed award or 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:

A. The name, address and telephone number of the protester.
B. The 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. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.
F. All Protest 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.

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of 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 bids 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 Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

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 shall be based upon the Invitation for Bid 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 IFB. 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's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract 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.

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 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 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, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, 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, 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.

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve he seller from its obligation to remit taxes.
2. 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 and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

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 County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. 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 governmental 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.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- 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
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 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 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 such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given 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.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

General

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

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal 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.

SECTION 3
SPECIAL TERMS AND CONDITIONS

1. Term of Contract
The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein.

2. Contract Extension
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

3. Changes
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.

4. Bid Evaluation
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.

5. Invoicing
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.
- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

6. Prompt Payment Discount
Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. Quantities
Contractors specifically understand and agree that the quantities used for bidding purpose 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 Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

8. Price Reduction
A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.

9. Price Adjustment
Prices for each product will be the Contractor's invoiced cost per unit plus reasonable profit, including delivery charge to the designated sites listed in these specifications.

Prices quoted shall remain in effect for the first twelve (12) months of the contract unless specifically stated in individual contracts. 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. Should the Contractor's costs be increased by suppliers beyond a reasonable amount during the life of the awarded contract, the Board of Supervisors may accept or reject price increases and continue or discontinue the contract for the remaining period originally awarded the Contractor.

Pricing for any extensions of the contract beyond the twelve (12) months will be the Contractor's invoiced cost per unit plus reasonable profit and delivery costs. Profit and delivery costs for the extension(s) may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisors' approval prior to any such extension. The Gila County Board of Supervisors reserves the right to audit the Contractor's financial records to determine the need for all proposed price increases.

The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the Supplier charges other buyers for similar quantities under similar conditions.

10. Ordering
Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

11. Delivery
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.

12. Warranty
The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

13. Multiple Award
The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

14. Vendor Registration
Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "D" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

15. Contract Administration
For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Steve Sanders, (928)402-8530.

16. Indemnification
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.

17. Insurance Requirements
The Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

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

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 **Berthan DeNero, 1400 E. Ash St., Globe, AZ,** and shall be sent by certified mail, return receipt requested.

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

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

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

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

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

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

SECTION 4
INSTRUCTIONS TO SUBMITTERS

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS 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 SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

A. Sealed Bids will be received by the County of Gila 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 offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers 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 Bid each Contractor shall familiarize itself with the Scope of Work, and 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 an Offer 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 Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.

D. The names of all persons authorized to sign the bid 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 Bid shall be listed on the offer.

F. No alterations in Bids, 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 Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "G".

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

Inquires

A. Any questions related to this Invitation for Bid 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 the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than five (5) working days prior to the date for opening Bids 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.

B. Bid results ARE NOT provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format

It is requested that One (1) Original and One (1) copy (2 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:

   A. The submission of the offer 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 Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

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

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 Bid deadline.

REQUIRED ATTACHMENTS:

Offer and Contract Award
Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification
Complete and submit all information requested on Attachment "B".

Price Sheet
Complete and submit all information requested on Attachment "C".
Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References
Complete and submit all information requested on Attachment "D".

I.R.S. W-9
Complete and submit all information requested on Attachment "E".
In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit
Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting
Complete and submit all information requested on Attachment "G".

Legal Arizona Workers Act Compliance

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission

- Offers shall be submitted in a sealed envelope and a *minimum of* ***Two (2) copies, all with original signatures*** shall be provided by the Contractor.
- The words "INVITATION FOR BID" with BID TITLE "PAVEMENT MARKING", BID NO, "091511-1", DATE "NOVEMBER 16, 2011", and TIME "11:00 AM" of Bid opening shall be written on the envelope.
- The name of the Firm submitting the bid shall be written on the outside of the envelope.
- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD

Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928)424-3236

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
Shirley L. Dawson, District III

SOLICITATION NO. 091511-1

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number
No.: _____

Federal Employer Identification
No.: _____

For clarification of this offer, contact:

_____
Printed Name

_____
Offeror's (Company) Name

_____
Email Address

_____
Address

_____
Company Email Address

_____
City State Zip

_____
Signature of Person Authorized to Sign Offer

_____
Phone

_____
Printed Name Date

_____
Facsimile

_____
Title

In accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and Sudan and are in compliance with the Export Administration Act and not on the Excluded Parties List.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the county.

This contract shall henceforth be referred to as Contract No. 091511-1

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS: Date: _____

_____
Tommie C. Martin, 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

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 091511-1

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.

PAVEMENT MARKING

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

5. **Contractor 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.

6. **Current Arizona Contractor License Number:** _____

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 091511-1

Pavement Marking for Various Locations Throughout Gila County

ESTIMATED TOTAL LINEAR FEET:	**YELLOW**	**WHITE**
	273,000	**153,000**

Description	**Unit**	**Unit Price**
4" White Paint	linear feet	$ _____._____
4" Yellow Paint	linear feet	$ _____._____

Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: _____ & City of: _____
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

☐ Out-of-State vendor with a presence in Arizona
☐ Out-of-Sate vendor without a presence in Arizona

_____ _____
Company Name Company Representative

If payment is made within _____ days after receipt of goods or services, the above quoted price can be discounted by _____%.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 091511-1

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

Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

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

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

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

_____
Company Name

_____
Signature of Authorized Representative

_____
Title

ATTACHMENT "E"

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,

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 091511-1

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)ss
COUNTY OF:)

_____

(Affiant)

the _____

(Title)

of_____ and

(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

_____

(Signature)

_____

(Title)

Subscribed and sworn before me this

_____Day of _____, 20_____

_____

Signature of Notary Public in and for

the County of _____

State of _____

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 091511-1

At the time of submission of bids for Invitation for Bid No. 091511-1 Pavement Marking, 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 the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

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

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

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 091511-1

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.

Gila 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.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 091511-1

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Invitation for Bid. If Contractor 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
Offer & Contract Award (attachment A)	_____
Qualification & Certification Form (attachment B)	_____
Price Sheet (attachment C)	_____
References (attachment D)	_____
IRS W-9 Form (attachment E)	_____
Non-Collusion Affidavit (attachment F)	_____
Intentions Concerning Subcontractors (attachment G)	_____
Legal Arizona Works Act Compliance (attachment H)	_____

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 bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 091511-1 Pavement Marking. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before November 16, 2011, 11:00 PM MST.

ARF-889 **Regular Agenda Item 3- I**

Regular BOS Meeting

Meeting Date: 10/18/2011

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

Department: Clerk of the Board of Supervisors

Fiscal Year:	2011-2012	Budgeted?:	No
Contract Dates Begin & End:	n/a	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Presenter's Name: Marian Sheppard

Information

Request/Subject

Sale of State-Owned Land Deeded in 2011 Prior to BOS Auction

Background Information

Each year the County Treasurer issues Treasurer's Deeds (TDs) deeding property to the state of Arizona for property for which the property owner has not paid property taxes for the past seven (7) years. After the TDs have been recorded, they are presented to the Clerk of the Board of Supervisors Department along with photos, maps and other pertinent information relating to these properties.

Per A.R.S. § 42-18301 through 42-18304, the Board of Supervisors of the County of which the real property is held by the state under tax deed has authority to sell the property by auction or an online bidding process. In Gila County a live auction is held around November or December of each year.

A.R.S. § 42-18303(E) states, "The board of supervisors may accept an offer from, and sell real property held by this state by tax deed to, the county or a city, town or special taxing district in the county for a public purpose related to transportation or flood control..."

Years ago the Board of Supervisors adopted a procedure to sell, prior to the annual BOS auction, properties to the County or cities and towns within Gila County if it would benefit that entity for $1 each. The statute changed last year which enables this same procedure to occur; however, the county, city, town or special taxing district must confirm that the subject property would be used for a public use related to transportation or flood control.

Evaluation

An internal review process was conducted by the Chief Deputy Clerk of the Board, Public Works Division Deputy Director and County Assessor. Several properties were identified that could be a potential benefit if the County and other municipalities purchased the properties. An offer letter was sent by the Chief Deputy Clerk on behalf of the Board of Supervisors to those cities and towns offering to sell certain parcels of land for $1 each. Notification was given that the sale of these parcels could only take place if verification was provided by each entity that the property would be used for a public purpose related to transportation or flood control.

Conclusion

Steve Sanders, Public Works Division Deputy Director, has identified one property that the County would like to purchase. It is known as Assessor's tax parcel number 301-04-082, which is a small piece of land that is a part of the Rimwood Road and Fossil Creek Road intersection in Strawberry. He also confirmed that said purchase would be for a public purpose related to transportation.

Kane Graves, City of Globe Manager/Attorney, has identified two properties that the City of Globe would like to purchase. They are known as Assessor's tax parcel numbers 208-03-321-A and 208-03-321-B. The first parcel is a small triangular piece of land adjoining Santee Street and the second parcel is part of Santee Street. Mr. Graves has confirmed that said purchase of both parcels would be for a public purpose related to transportation.

Dale Metz, Town of Miami Engineering Technician, has identified one property that the Town of Miami would like to purchase. It is known as Assessor's tax parcel number 206-21-042-B, which is part of an unnamed road. Mr. Metz has confirmed that said purchase of this property would be for a public purpose related to transportation.

LaRon Garrett, P.E. and Town of Payson Assistant Manager, has identified one property that the Town of Payson would like to purchase. It is known as Assessor's tax parcel number 304-04-212-Q, which is a portion of Bonita Street. Mr. Garrett has confirmed that said purchase of this property would be for a public purpose related to transportation.

Recommendation

It is recommended that the Board of Supervisors (BOS) authorize the Chief Deputy Clerk to remove the above-named parcels from the November 15, 2011, BOS Property Tax Sale/Auction advertisement; proceed with the administrative process of selling the properties to Gila County, City of Globe, Town of Miami and Town of Payson for $1 each; and issuing quit claim deeds for said sale.

Suggested Motion

Information/Discussion/Action to authorize the Chief Deputy Clerk of the Board to remove Assessor's tax parcel numbers 301-04-082, 208-03-321-A, 208-03-321-B, 206-21-042-B, and 304-04-212-Q from the November 15, 2011, BOS Property Tax Sale/Auction advertisement; proceed with the administrative process of selling the properties to Gila County, City of Globe, Town of Miami and Town of Payson for $1 each; and issue quit claim deeds for said sales. **(Marian Sheppard)**

Attachments

Draft Land Sale Advertisement with Identified Parcels to County, Etc.

301-04-082

208-03-321-A

208-03-321-B

206-21-042-B

304-04-212-Q

GILA COUNTY BOARD OF SUPERVISORS' ANNUAL PROPERTY TAX SALE WITH PARCELS IDENTIFIED IN RED TO BE SOLD TO GILA COUNTYAND OTHER MUNICIPALITIES WITHIN GILA COUNTY WITH BOARD OF SUPERVISORS' APPROVAL.

Parcels Deeded to the State of Arizona in 2011

Pursuant to A.R.S. §42-18301 and §42-18302, PUBLIC NOTICE is hereby given that the Board of Supervisors of Gila County, Arizona, may sell to the highest bidder the following described real properties held in the name of the State of Arizona by Treasurer's Deed. The **SUPERVISORS' PROPERTY TAX SALE** will be held on **TUESDAY, NOVEMBER 15, 2011,** in the **SUPERVISORS' AUDITORIUM, 1400 E. ASH STREET, GLOBE, ARIZONA, at 10:00 a.m.** All bids must be submitted in person at the time of the sale. No mail-in bids will be accepted. Per Gila County Resolution number 03-06-07, an amount equal to the total lien amount of the property is the minimum acceptable bid. Only cash, cashier's check or a money order will be accepted**. Payment must be made within 48 hours of the date of the sale.** A $14 fee will also be charged to record the quit claim deed. The Gila County Board of Supervisors reserves the right to accept or reject any or all bids deemed unreasonable or an unfair price.

Prospective purchasers are advised that: 1) ALL SALES ARE FINAL; 2) THE TITLE CONVEYED BY TREASURER'S DEED MAY OR MAY NOT BE MARKETABLE; 3) EXAMINE PROPERTY BEFORE BIDDING; 4) CHECK THE ASSESSOR'S MAP FOR THE LOCATION OF THE PARCEL; 5) SEEK ADVICE ON MARKETABILITY OF TITLE CONVEYED BY A TREASURER'S DEED; 6) NO WARRANTIES OR GUARANTEES AS TO THE SIZE OR CONDITION OF PROPERTY IS GIVEN; AND, 7) NO REFUNDS WILL BE MADE.

PARCEL #	PREVIOUS OWNER	LEGAL DESCRIPTION Additional information is in parenthesis, which is not part of the legal description	LIEN AMOUNT ($)
101-07-021-A	ESQUIVEL, JOHN & IMELDA	HAYDEN TWNS LOT 8 BLK 2 LESS S 17.5' 235/120 114/489 (658 UTAH AVENUE, HAYDEN. PARCEL IS A VACANT LOT.)	$2,740.94
101-12-087-A	VALENZUELA REYES S. (ESTATE) C/O HENRY & AURELIA VALENZUELA	WINKELMAN TOWNSITE LOT 5 BLK 13 DKT 138/540 (318 W. 1ST STREET, WINKELMAN. THIS VACANT LOT MUST SELL WITH PARCEL 101-12-087-B.)	$850.82
101-12-087-B	VALENZUELA MARIA LUISA C/O HENRY & AURELIA VALENZUELA	WINKELMAN TOWNSITE LOT 6 BLK 13 DKT 138/539 (318 WEST 1ST STREET, WINKELMAN. THIS VACANT LOT MUST SELL WITH PARCEL 101-12-087-A.)	$951.04
206-06-060	OCCIDENTAL MINERALS CORPORATION	INSPIRATION TWNS LOT 29 BLK 6 271/296 302/15 322/798 356/921 (THIS PARCEL IS ON A HILLSIDE IN MIAMI NEXT TO A WATER TANK OWNED BY ARIZONA WATER COMPANY.)	$1,551.12
206-19-502	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS ONLY ON 206-19-201. (THIS PARCEL LIES ABOVE 212 S. PROSPECT AVENUE, MIAMI.)	$1,632.72
~~206-21-042-B~~	~~OCCIDENTAL MINERALS~~	~~POR LOT 402 BLK 6 LIVE OAK ADD SEC 30 TIN R15E COM~~	$2,844.16

	~~CORPORATION~~	~~SE COR LOT 402; TH S 48DEG 51MIN W 45.6 FT TO POB; TH CONT S 48DEG 51MIN W 13.75FT; TH N 48DEG 04MIN W 75.41FT; TH N 43DEG 03MIN W 16.43FT; TH N 62 DEG 48MIN E 20.26FT; TH S 43DEG 0 MIN E 16.43FT; TH S 62DEG 48MIN W 6FT; TH S 48DEG 04MIN 72.51FT TO POB (PARCEL LOCATED IN GLASS CANYON, MIAMI. PER STEVE SANDERS, PARCEL APPEARS TO BE PART OF AN UNNAMED ROAD.)~~ WITH BOS APPROVAL, THIS PARCEL WILL BE SOLD TO THE TOWN OF MIAMI ON 10/18/11 PRIOR TO THE AUCTION FOR A PUBLIC PURPOSE RELATED TO TRANSPORTATION.	
206-21-104-A	CAPPS JERALD O. & PATRICIAANN T. C/O MITCH CAPPS	THE N 50FT OF LOT 717 BLK 13 LIVE OAK ADDITION AS MEASURED FROM SOUTH LN OF SMITH STREET OUT OF 206-21-104 (737 W SMITH STREET, MIAMI. HOUSE ON PARCEL IS CURRENTLY OCCUPIED.)	$2,348.65
206-21-515	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 40' LINE OAK ADDITION LOT 718 BLK 10 333/919 356/923 (PARCEL LOCATED BENEATH PARCEL 206-21-076 IN MIAMI.)	$2,139.83
206-21-518	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 500 FT POR LOT 12 BLK 2 INDIAN HILL ADD BEG AT PNT WH BEARS S 35DEG 38MIN E 7FT FR NELY COR LOT 12; TH S 35DEG 38MIN E 62.43FT; TH S 45 DEG 18MIN E 162.05FT; TH ALG ARC OF CURVE TO RIGHT 61.6FT; TH S 74DEG 17MIN W 105.6FT; TH N 54DEG 02MIN W 76.47FT; TH N 30DEG 55MIN W 182.1FT; TH NELY 125FT TO POB (PARCEL LOCATED BENEATH PARCEL 206-21-133, WHICH IS THE MIAMI LIBRARY, 282 S. ADONIS AVENUE.)	$1,623.58
206-21-519	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 500FT HIGH SCHOOL ADD ALL OF BLK 2 (PARCEL LOCATED BENEATH PARCEL 206-21-160, AT 294 S. CEDAR AVENUE, MIAMI.)	$1,623.58
206-21-520	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 40FT POR LOT 402 BLK 6 LIVE OAK ADD SEC 30 T1N R15E BEG SE COR LOT 402; TH S 48DEG 51MIN W 45.6FT; TH N 48DEG 04MIN W 46.11FT; TH N 39DEG 30MIN E 54.16FT; TH S 38DEG 40MIN E 54.57FT TO POB (PARCEL LOCATED BENEATH PARCEL 206-21-045-A IN MIAMI.)	$1,623.58
206-21-521	OCCIDENTAL MINERALS	SUBSURFACE RIGHTS BELOW 40FT POR LOT 402 BLK 6	$1,623.58

	CORPORATION	LIVE OAK ADD SEC 30 T1N R15E BEG NW COR LOT 402; TH N 62DEG 48MIN E 30.19FT; TH S 43DEG 30MIN E 16.43FT; TH S 48DEG 04MIN E 32.07FT; TH S 39DEG 30MIN W 33.34FT; TH N 41DEG 09MIN W 60.37FT TO POB (PARCEL LOCATED BENEATH PARCEL 206-21-042-E, 182 S. GLASS CANYON, MIAMI.)	
206-21-522	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 40FT LIVE OAK ADD PT LOT 832 BLK 2 ½ ON 25.5X80 BEG AT THE SE COR OF LOT 832 BLK 2 TH SWLY ALNG THE S END LINE OF LOT 832 & PAR WITH MERRITT ST 25.5FT TH NWLY PAR WITH W SIDELINE OF LOT 832 TH NELY ALNG TH N ENDLINE OF LOT 832 25.5FT TH SELY ALNG THE E LINE OF LOT 832 80FT TO POB (PARCEL LOCATED BENEATH PARCEL 206-21-016, 808 W. MERRITT STREET, MIAMI.)	$1,620.38
206-21-523	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 40FT LIVE OAK ADD W 24.5FT OF THE S 80FT OF LOT 832 BLK 2 (PARCEL LOCATED BENEATH PARCEL 206-21-017, 812 W. MERRITT STREET, MIAMI.)	$1,620.38
206-21-524	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 40FT BEG NE COR OF LOT 2 OF BLK 4 INDIAN HILL ADD TH N 89DEG 59MIN W ALNG N LINE OF LOT 2 100FT TH SELY 65FT M/L TO SW COR OF LOT 2 TH NELY 106FT TO PT ON NELY ENDLINE OF LOT 4 15FT SELY FR NE COR OF LOT 4 TH NWLY ALNG WLY SIDE OF CEDAR AVE 50FT TO POB (PARCEL LOCATED BENEATH 206-21-140-A, 192 S. CEDAR AVENUE, MIAMI.)	$1,620.38
206-21-525	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS LIVE OAK ADD W 50FT LOT 602 BLK 14 (PARCEL LOCATED BENEATH PARCEL 206-21-109, MIAMI.)	$1,620.38
206-21-526	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS LIVE OAK ADD LOT 718 BLK 4 (PARCEL LOCATED BENEATH PARCEL 206-21-024, 746 W. MERRITT STREET, MIAMI.)	$1,620.38
206-21-527	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS LIVE OAK ADD W 50FT LOT 600 BLK 14 (PARCEL LOCATED BENEATH PARCEL 206-21-107, 701 W. SMITH STREET, MIAMI)	$1,620.38
206-22-500	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS ONLY BELOW 500FT IN POR OF SPRR R/W IN NW SE SEC 30 T1N R15E DESC MORE FULLY	$1,462.16

		IN DKT 369/715-716 (PARCEL LOCATED UNDER RAILWAY, MIAMI.)	
207-08-221	JONES DOROTHY (1/2 INT) JONES E. J. (A/K/A ERNEST SR ESTATE)	SURFACE RIGHTS ONLY TO A DEPTH OF 200' ON CENTRAL HGTS TWNS LOTS 38 39 BLK 21(PARCEL IS VACANT LAND, CENTRAL HEIGHTS.)	$1,620.22
208-03-154	MCNAIR GEORGE E. (ESTATE OF) C/O WILLIE ROSA COONAN	GLOBE TWNS W PT LOT 17 BLK 81(PARCEL IS HILLSIDE ONLY LOCATED IN GLOBE.)	$410.36
~~208-03-321-A~~	~~RANDALL, MARY D.~~	~~BEG NW COR LOT 11 BLK 90 GLOBE TWNS; TH ELY 185'; TH WLY 190'; TH NLY 85' TO POB OUT OF 208-03-321 (PARCEL IS A SMALL TRIANGULAR SHAPED PIECE OF LAND ADJOINING SANTEE STREET, GLOBE.)~~ WITH BOS APPROVAL, THIS PARCEL WILL BE SOLD TO THE CITY OF GLOBE ON 10/18/11 PRIOR TO THE AUCTION FOR A PUBLIC PURPOSE RELATED TO TRANSPORTATION.	~~$1,097.60~~
~~208-03-321-B~~	~~RANDALL, MARY D.~~	~~BEG PT ON W SIDE SCOTT ST JG OILFIELDS SE COR & JP FAULLS NE COR LOT 11 BLK 90 GLOBE TWNS; TH WLY 150'; TH WLY 190'; TO PT 142' S OF NW COR GLOBE TWNS; TH SLY 12'; TH E 190'; TH ELY 150'; TH NLY 12' TO POB. OUT OF ALLEY (PARCEL IS PART OF SANTEE STREET, GLOBE.)~~ WITH BOS APPROVAL, THIS PARCEL WILL BE SOLD TO THE CITY OF GLOBE ON 10/18/11 PRIOR TO THE AUCTION FOR A PUBLIC PURPOSE RELATED TO TRANSPORTATION.	~~$480.70~~
~~301-04-082~~	~~ANDERSON, RACHEL S.~~	~~SHADY LANE ESTATES TRACT C (PARCEL APPEARS TO BE A PART OF RIMWOOD ROAD AND FOSSIL CREEK ROAD INTERSECTION IN STRAWBERRY)~~ WITH BOS APPROVAL, THIS PARCEL WILL BE SOLD TO GILA COUNTY ON 10/18/11 PRIOR TO THE AUCTION FOR A PUBLIC PURPOSE RELATED TO TRANSPORTATION.	~~$446.60~~
302-23-109-B	HIGHLANDS AT THE RIM, LLC	POR GOV LOT 4 SEC 35 T11N R10E; COMM SE COR LOT 4; TH N89D32'43 W 619.10' POB; TH N89D32'43 W 30'; TH N0D19'53 E 30'; TH S89D34'38 E 30'; TH S0D27'17 E 30' POB; = 0.02 AC M/L (OUT OF 302-23-014K) (PARCEL IS A LAND LOCKED WELLSITE NEAR GOLF CLUB, PAYSON).	$1,766.35
302-60-193	ELK RUN, LLC	POR TRACT B LYING BETWEEN LOTS 4 & 5 OF HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.07 AC M/L (OUT	$873.38

		OF 302-60-008K & Z) (PARCEL IS A DRAINAGE AREA IN PAYSON)	
302-60-194	ELK RUN, LLC	POR TRACT B LYING BETWEEN LOTS 7 & 8 OF HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.03 AC M/L (OUT OF 302-60-008K & Z) (PARCEL CONTAINS DRAINAGE, PAYSON)	$563.38
302-60-195	ELK RUN, LLC	POR TRACT B LYING BELOW LOTS 58 & 59 OF HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.12 AC M/L (OUT OF 302-60-008K & Z) (PARCEL CONTAINS A WASH THRU A PLAY AREA, PAYSON)	$4,213.77
302-60-196	ELK RUN, LLC	POR TRACT B LYING NEXT TO LOT 47 HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.08 AC M/L (OUT OF 302-60-008K & 008Z) (PARCEL CONTAINS A DRAINAGE AREA IN PAYSON)	$563.38
302-60-197	ELK RUN, LLC	POR TRACT B LYING NEXT TO LOT 47 OF HOUSTON CR LANDING; SEC 32 T11N R11E; = 0.08 AC M/L (OUT OF 302-60-008K & 008Z) (PARCEL CONTAINS DRAINAGE & MAILBOXES SIT ON PART OF THIS PARCEL, PAYSON)	$912.86
302-60-198-A	ELK RUN, LLC	TRACT B-1 OF REPLAT OF LOTS 60 THRU 91 OF HOUSTON CREEK LANDING MAP NOS 738A & 738B S1/2 SEC 32 T11N R11E; = 0.09 (OUT OF 302-60-198) (PARCEL CONTAINS A DRAINAGE AREA IN PAYSON)	$931.74
302-60-200-C	ELK RUN, LLC	TRACT B-3 OF REPLAT OF LOTS 60 THRU 91 OF HOUSTON CREEK LANDING MAP NOS 738A & 738B S1/2 SEC 32 T11N R11E; = 0.05 (OUT OF 302-60-200) (PARCEL IS HILLSIDE IN PAYSON)	$693.82
302-60-202	ELK RUN, LLC	POR TRACT D LYING NEXT TO LOTS 8-10 HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.10 AC M/L (OUT OF 302-60-008K & 008Z) (PARCEL IN A WASH IN PAYSON)	$2,373.31
302-60-203	ELK RUN, LLC	POR TRACT D LYING BETWEEN LOTS 31 & 32 OF HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.09 AC M/L (OUT OF 302-60-008K & Z) (PARCEL HAS A WASH RUNNING THROUGH IT, PAYSON)	$952.58
302-60-204	ELK RUN, LLC	POR TRACT D LYING BETWEEN LOTS 67, 58 & 50 & TRACT B OF HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.16 AC M/L (OUT OF 302-60-008K & 008Z) (PARCEL HAS A WASH RUNNING THROUGH IT, PAYSON)	$3,282.56

302-60-205-E	ELK RUN, LLC	BEG NW COR LOT 46 HOUSTON CREEK LANDING MAP 730A-C; TH S1D38’21 W 334.22’; TH N83D12’23 W 158.69’; TH N 17D0’12 E 52.21’; TH S87D16’21 E 104.24’; TH N1D38’21 E 260.4’; TH NLY 29.2’ ALG RT CRV; TH N89D53’24 E 13.53’ POB; S1/2 SEC 32 T11N R11E; = 0.44AC (OUT OF 302-60-205B) (PARCEL HAS A WASH RUNNING THROUGH IT, PAYSON)	$4,770.56
304-01-314-C	CONTINENTAL SERVICE CORPORATION	POR NE4 NE4 SEC 11 T10N R10E; COMM NW COR NE4 NE4 SEC 11; TH S0D3’39 E 335.07’ POB; TH S89D48’47 E 54’; TH S0D3’39 E 649.15’; TH N89D 44’59 W 54’; TH N0D6’40 W 649.15’ POB; NE4 NE4 SEC 9 T10N R10E; = 0.81 AC M/L (OUT OF 304-01-313F & 314A) PARCEL IS SOUTH SUTTON ROADWAY (PARCEL IS PART OF SOUTH SUTTON ROAD, PAYSON)	$402.16
~~304-04-212-Q~~	~~SUNSCAPE INVESTMENTS, LLC~~	~~POR SEC 3 T10N R10E; BEG AT SE COR PARCEL B ROS 1262; TH S0-03-32 E 25’; TH N89-53W 226.65’; TH N0-03-32W 25’; TH S89-53E 226.65’ TO POB; = 0.13 AC M/L (OUT OF 304-04-212M) (PARCEL IS A PORTION OF BONITA STREET, PAYSON)~~ WITH BOS APPROVAL, THIS PARCEL WILL BE SOLD TO THE TOWN OF PAYSON ON 10/18/11PRIOR TO THE AUCTION FOR A PUBLIC PURPOSE RELATED TO TRANSPORTATION.	$537.42

To be published in the Arizona Silver Belt on the following dates**: October 26, 2011**, **November, 2011, and November 9, 2011.**

2011-009054 TD Page: 1 of 1
08/15/2011 01:07:45 PM Receipt #: 11-4486
Rec Fee: $0 Gila Co Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 30TH day of MARCH, 2011 notice according to law was published in the ARIZONA SILVERBELT , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 5TH day of JULY, 2011, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said STATE OF ARIZONA , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 301-04-082

DESCRIBED AS : SHADY LANE ESTATES TRACT C

IN WITNESS WHEREOF, I, DEBORA SAVAGE , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 5TH day of JULY, 2011 .

COUNTY TREASURER SEAL GILA COUNTY, ARIZONA

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this 5TH day of JULY, 2011 by DEBORA SAVAGE as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ANDERSON RACHEL S

HC 1 BOX 452
STRAWBERRY AZ 85544

SHADY LANE ESTATES TRACT C

Parcel ID: 301-04-082

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	14258	Tax	$9.78	$0.00	$0.00	$1.18	$0.00	$10.96
2009	14434	CP State Iss	$9.54	$9.54	$15.00	$2.68	$0.00	$27.22
2008	14949	CP State Iss	$9.24	$9.24	$15.00	$3.94	$0.00	$28.18
2007	14531	CP State Iss	$9.22	$9.22	$15.00	$5.54	$0.00	$29.76
2006	14396	CP State Iss	$9.48	$9.48	$15.00	$7.20	$0.00	$31.68
2005	14296	CP State Iss	$9.70	$9.70	$15.00	$8.92	$0.00	$33.62
2004	14270	CP State Iss	$9.70	$9.70	$15.00	$10.48	$0.00	$35.18
2003	14215	Tax	$9.56	$0.00	$0.00	$0.00	$9.56	$0.00
2002	14102	Tax	$9.64	$0.00	$0.00	$0.00	$9.64	$0.00
2001	14073	Tax	$10.28	$0.00	$0.00	$0.00	$10.28	$0.00
2000	13955	Tax	$10.30	$0.00	$0.00	$0.00	$10.30	$0.00
1999	13859	Tax	$10.90	$0.00	$0.00	$0.00	$10.90	$0.00
1998	13661	Tax	$10.12	$0.00	$0.00	$0.00	$10.12	$0.00
1997	13433	Tax	$10.76	$0.00	$0.00	$0.00	$10.76	$0.00
1996	13191	Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1995	13031	Tax	$10.86	$0.00	$0.00	$0.00	$10.86	$0.00
			$149.08	**$56.88**	**$90.00**	**$39.94**	**$82.42**	**$196.60**

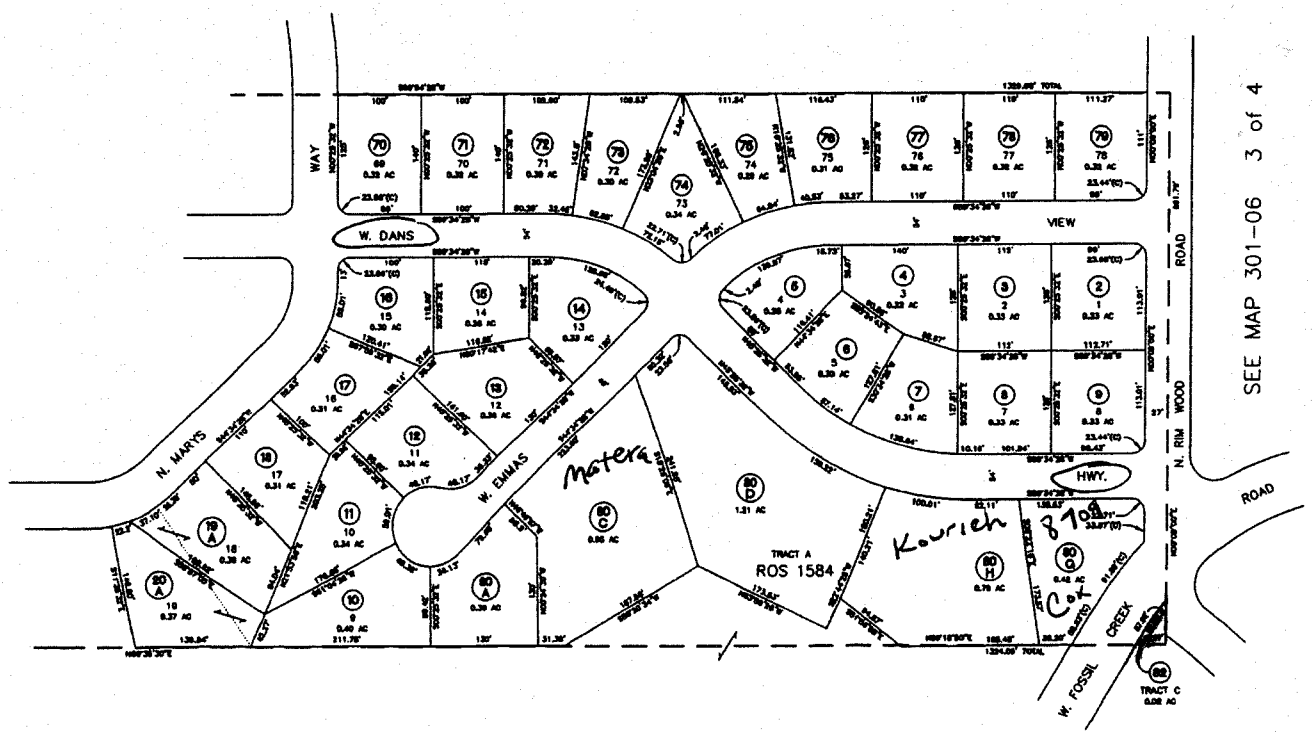
200
396.60
Clerk's admin fee → 50.00
$446.60

N 1/2 SE 1/4 SW 1/4 AND
N 1/2 SW 1/4 SE 1/4 SECTION 21
T 12 N R 8 E

CODE 1276
UPDATED 8/29/05

SEE MAP 301-55 2 of 2

SEE MAP 301-04 1 of 2



SEE MAP 301-06 3 of 4

SEE MAP 301-06 1 of 4

SEE MAP 301-57

N

SCALE = 1" = 100'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

SHADY LANE ESTATES
Gila County Recorded Plat 409

2011-007427 TD Page: 1 of 1
07/05/2011 08:33:11 AM Receipt #: 11-3562
Rec Fee: $0 Gila Co Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 30TH day of MARCH, 2011 notice according to law was published in the ARIZONA SILVERBELT , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 5TH day of JULY, 2011, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said STATE OF ARIZONA , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 208-03-321-A

DESCRIBED AS : BEG NW COR LOT 11 BLK 90 GLOBE TWNS; TH ELY 185'; TH WLY 190'; TH NLY 85' TO POB OUT OF 208-03-321

IN WITNESS WHEREOF, I, DEBORA SAVAGE , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 5TH day of JULY, 2011 .

COUNTY TREASURER SEAL ARIZONA

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this 5TH day of JULY, 2011 by DEBORA SAVAGE as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

RANDALL MARY D

49038 W JULIE LANE
MARICOPA AZ 85139

BEG NW COR LOT 11 BLK 90 GLOBE TWNS; TH ELY 185'; TH WLY 190'; TH NLY 85' TO POBOUT OF 208-03-321

Parcel ID: 208-03-321-A

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	12741	Tax	$61.48	$0.00	$0.00	$6.56	$0.00	$68.04
2009	12902	CP State Iss	$54.56	$54.56	$15.00	$15.28	$0.00	$84.84
2008	13392	CP State Iss	$55.24	$55.24	$15.00	$23.56	$0.00	$93.80
2007	12984	CP State Iss	$59.10	$59.10	$15.00	$35.46	$0.00	$109.56
2006	12861	CP State Iss	$67.78	$67.78	$15.00	$51.52	$0.00	$134.30
2005	12765	CP State Iss	$78.24	$78.24	$15.00	$71.98	$0.00	$165.22
2004	12740	CP State Iss	$85.02	$85.02	$15.00	$91.82	$0.00	$191.84
2003	12688	Tax	$70.64	$0.00	$0.00	$0.00	$70.64	$0.00
2002	12584	Tax	$68.92	$0.00	$0.00	$0.00	$68.92	$0.00
2001	12551	Tax	$67.92	$0.00	$0.00	$0.00	$67.92	$0.00
2000	12450	Tax	$72.06	$0.00	$0.00	$0.00	$72.06	$0.00
1999	12375	Tax	$80.32	$0.00	$0.00	$0.00	$80.32	$0.00
1998	12181	Tax	$78.36	$0.00	$0.00	$0.00	$78.36	$0.00
1997	11958	Tax	$88.04	$0.00	$0.00	$0.00	$88.04	$0.00
1996	11738	Tax	$76.40	$0.00	$0.00	$0.00	$76.40	$0.00
1995	11589	Tax	$86.04	$0.00	$0.00	$0.00	$86.04	$0.00
			$1,150.12	**$399.94**	**$90.00**	**$296.18**	**$688.70**	**$847.60**

+ 200

1047.60

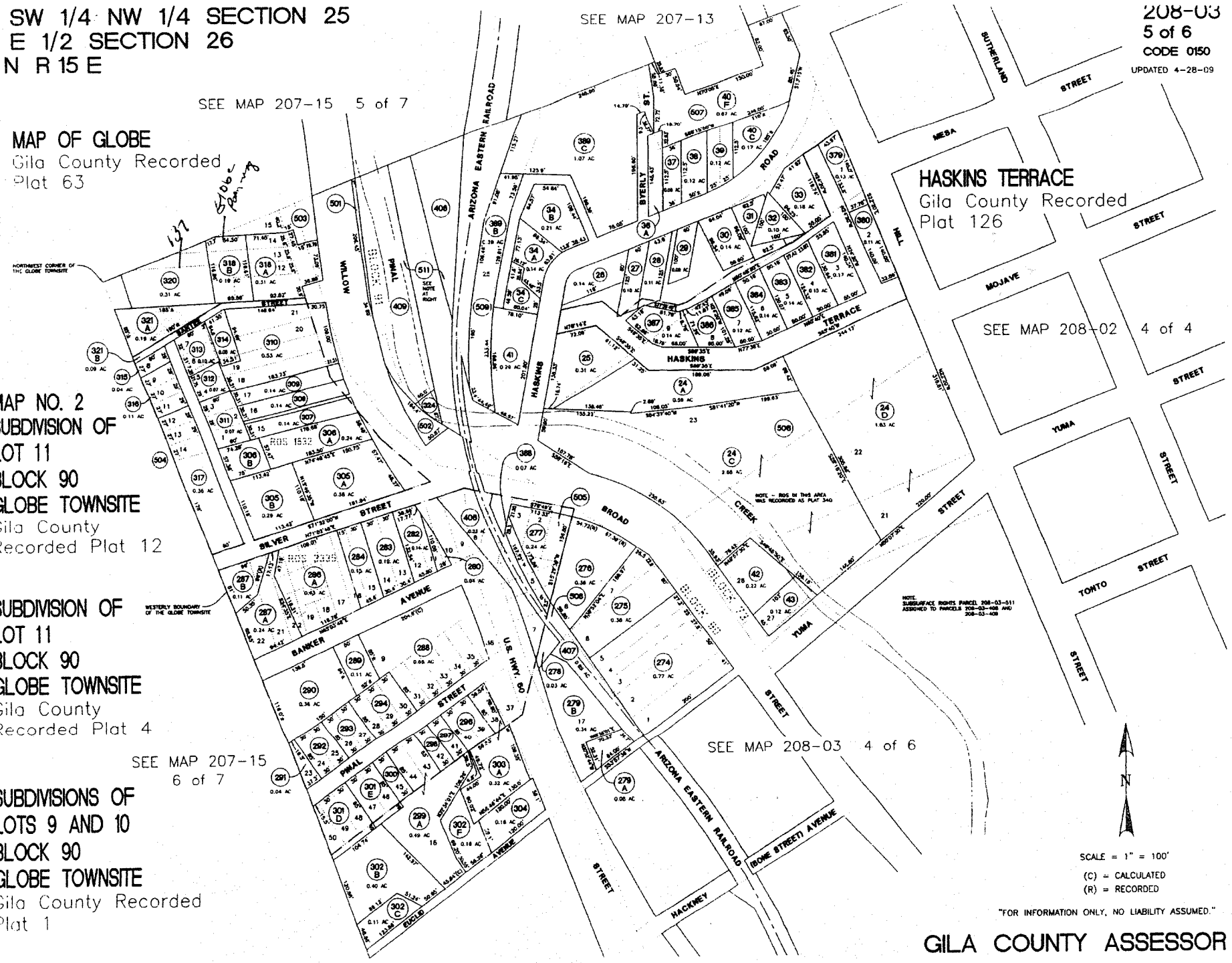
Clerk's admin fee → 50.00

$ 1,097.60

Vacant triangle piece

PT SW 1/4 NW 1/4 SECTION 25
PT E 1/2 SECTION 26
T 1 N R 15 E

208-03
5 of 6
CODE 0150
UPDATED 4-28-09



SCALE = 1" = 100'

(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

2011-007428 TD Page: 1 of 1
07/05/2011 08:33:11 AM Receipt #: 11-3562
Rec Fee: $0 Gila Co Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 30TH day of MARCH, 2011 notice according to law was published in the ARIZONA SILVERBELT , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 5TH day of JULY, 2011, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said STATE OF ARIZONA , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 208-03-321-B

DESCRIBED AS : BEG PT ON W SIDE SCOTT ST JG OILFIELDS SE COR & JP FAULLS NE COR LOT 11 BLK 90 GLOBE TWNS; TH WLY 150'; TH WLY 190'; TO PT 142' S OF NW COR GLOBE TWNS; TH SLY 12'; TH E 190'; TH ELY 150'; TH NLY 12' TO POB. OUT OF ALLEY

IN WITNESS WHEREOF, I, DEBORA SAVAGE , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 5TH day of JULY, 2011 .

COUNTY TREASURER SEAL GILA COUNTY ARIZONA

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this 5TH day of JULY, 2011 by DEBORA SAVAGE as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

RANDALL MARY D

49038 W JULIE LANE
MARICOPA AZ 85139

BEG PT ON W SIDE SCOTT ST JG OILFIELDS SE COR & JP FAULLS NE COR LOT 11 BLK 90 GLOBE TWNS; TH WLY 150'; TH WLY 190'; TO PT 142' S OF NW COR GLOBE TWNS; TH SLY 12'; TH E 190'; TH ELY 150'; TH NLY 12' TO POB. OUT OF ALLEY

Parcel ID: 208-03-321-B

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	12742	Tax	$11.42	$0.00	$0.00	$1.22	$0.00	$12.64
2009	12903	CP State Iss	$10.14	$10.14	$15.00	$2.84	$0.00	$27.98
2008	13393	CP State Iss	$10.26	$10.26	$15.00	$4.38	$0.00	$29.64
2007	12985	CP State Iss	$10.98	$10.98	$15.00	$6.58	$0.00	$32.56
2006	12862	CP State Iss	$12.58	$12.58	$15.00	$9.56	$0.00	$37.14
2005	12766	CP State Iss	$14.54	$14.54	$15.00	$13.38	$0.00	$42.92
2004	12741	CP State Iss	$15.78	$15.78	$15.00	$17.04	$0.00	$47.82
2003	12689	Tax	$13.12	$0.00	$0.00	$0.00	$13.12	$0.00
2002	12585	Tax	$12.80	$0.00	$0.00	$0.00	$12.80	$0.00
2001	12552	Tax	$12.62	$0.00	$0.00	$0.00	$12.62	$0.00
2000	12451	Tax	$13.38	$0.00	$0.00	$0.00	$13.38	$0.00
1999	12376	Tax	$14.92	$0.00	$0.00	$0.00	$14.92	$0.00
1998	12182	Tax	$14.54	$0.00	$0.00	$0.00	$14.54	$0.00
1997	11959	Tax	$16.36	$0.00	$0.00	$0.00	$16.36	$0.00
1996	11739	Tax	$14.20	$0.00	$0.00	$0.00	$14.20	$0.00
1995	11590	Tax	$15.98	$0.00	$0.00	$0.00	$15.98	$0.00
			$213.62	**$74.28**	**$90.00**	**$55.00**	**$127.92**	**$230.70**

+ 200 —

430.70

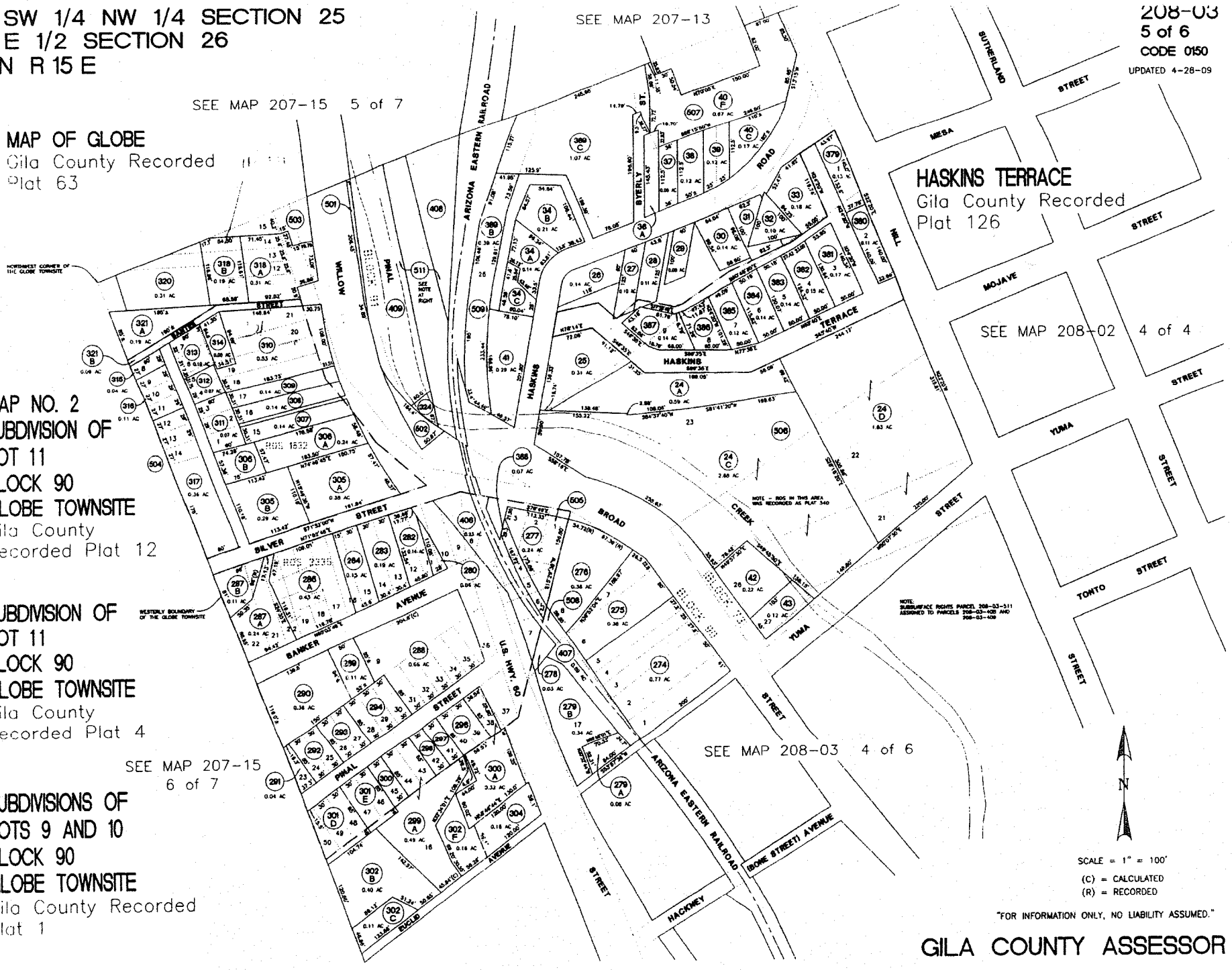
Clerk's admin fee → 50.00

$480.70

Road

PT SW 1/4 NW 1/4 SECTION 25
PT E 1/2 SECTION 26
T 1 N R 15 E

208-03
5 of 6
CODE 0150
UPDATED 4-28-09



2011-007411 TD Page: 1 of 1
07/05/2011 08:33:11 AM Receipt #: 11-3562
Rec Fee: $0 Gila Co Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 30TH day of MARCH, 2011 notice according to law was published in the ARIZONA SILVERBELT . a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 5TH day of JULY, 2011, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said STATE OF ARIZONA , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 206-21-042-B

DESCRIBED AS : POR LOT 402 BLK 6 LIVE OAK ADD SEC 30 T1N R15E COM SE COR LOT 402; TH S 48DEG 51MIN W 45.6FT TO POB; TH CONT S 48DEG 51MIN W 13.75FT; TH N 48DEG 04MIN W 75.41FT; TH N 43DEG 03MIN W 16.43FT; TH N 62DEG 48MIN E 20.26FT; TH S 43DEG 03MIN E 16.43FT; TH S 62DEG 48MIN W 6FT; TH S 48DEG 04MIN E 72.51FT TO POB

IN WITNESS WHEREOF, I, DEBORA SAVAGE , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 5TH day of JULY, 2011 .

COUNTY TREASURER SEAL GILA COUNTY ARIZONA

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this 5TH day of JULY, 2011 by DEBORA SAVAGE as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

Owner

OCCIDENTAL MINERALS CORP
C/O PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

POR LOT 402 BLK 6 LIVE OAK ADD SEC 30 TIN R15E COM SE COR LOT 402;TH S 48DEG 51MIN W 45.6FT TO POB;TH CONT S 48DEG 51MIN W 13.75FT;TH N 48DEG 04MIN W 75.41FT;TH N 43DEG 03MIN W 16.43FT;TH N 62DEG 48MIN E 20.26FT;TH S 43DEG 03MIN

Parcel ID: 206-21-042-B

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8418	Tax	$13.84	$0.00	$0.00	$1.66	$0.00	$15.50
2009	8538	CP State Iss	$13.54	$13.54	$15.00	$3.80	$0.00	$32.34
2008	9007	CP State Iss	$14.46	$14.46	$15.00	$6.16	$0.00	$35.62
2007	8603	CP State Iss	$14.10	$14.10	$15.00	$8.46	$0.00	$37.56
2006	8489	CP State Iss	$15.62	$15.62	$15.00	$11.88	$0.00	$42.50
2005	8387	CP State Iss	$15.40	$15.40	$15.00	$14.16	$0.00	$44.56
2004	8351	CP State Iss	$15.54	$15.54	$15.00	$16.78	$0.00	$47.32
2003	8311	CP Investor C	$18.26	$25.21	$0.00	$28.57	$0.00	$53.78
2002	8214	CP Investor C	$16.68	$36.13	$0.00	$40.95	$0.00	$77.08
2001	8189	CP Investor C	$17.52	$40.00	$0.00	$45.33	$0.00	$85.33
2000	8114	CP Investor C	$16.54	$23.52	$0.00	$37.32	$0.00	$60.84
1999	8052	CP Investor C	$15.18	$34.43	$0.00	$54.63	$0.00	$89.06
1998	7905	CP Investor C	$15.56	$23.46	$0.00	$43.48	$0.00	$66.94
1997	7713	CP Investor C	$18.00	$39.24	$0.00	$72.72	$0.00	$111.96
1996	7532	CP Investor C	$15.22	$22.25	$0.00	$49.54	$0.00	$71.79
1995	7409	CP Investor C	$15.96	$40.64	$0.00	$90.49	$0.00	$131.13
1994	7284	CP Investor C	$0.00	$43.02	$0.00	$95.79	$0.00	$138.81
1993	7171	CP Investor C	$0.00	$44.58	$0.00	$99.26	$0.00	$143.84
1992	7148	CP Investor C	$0.00	$47.73	$0.00	$106.28	$0.00	$154.01
1991	7106	CP Investor C	$0.00	$51.56	$0.00	$114.81	$0.00	$166.37
1990	7079	CP Investor C	$0.00	$53.07	$0.00	$118.17	$0.00	$171.24
1989	6976	CP Investor C	$0.00	$18.50	$0.00	$61.91	$0.00	$80.41
1988	6895	CP Investor C	$0.00	$18.55	$0.00	$64.55	$0.00	$83.10
1987	6800	CP Investor C	$0.00	$29.08	$0.00	$101.20	$0.00	$130.28
1986	6779	CP Investor C	$0.00	$31.43	$0.00	$109.38	$0.00	$140.81
1985	6625	CP Investor C	$0.00	$22.82	$0.00	$89.45	$0.00	$112.27
1984	6576	CP Investor C	$0.00	$15.52	$0.00	$64.56	$0.00	$80.08
1983	6513	CP Investor C	$0.00	$13.60	$0.00	$58.57	$0.00	$72.17
1982	6534	CP Investor C	$0.00	$17.35	$24.00	$76.11	$0.00	$117.46
			$251.42	**$780.35**	**$114.00**	**$1,685.97**	**$0.00**	**$2,594.16**

+ 200

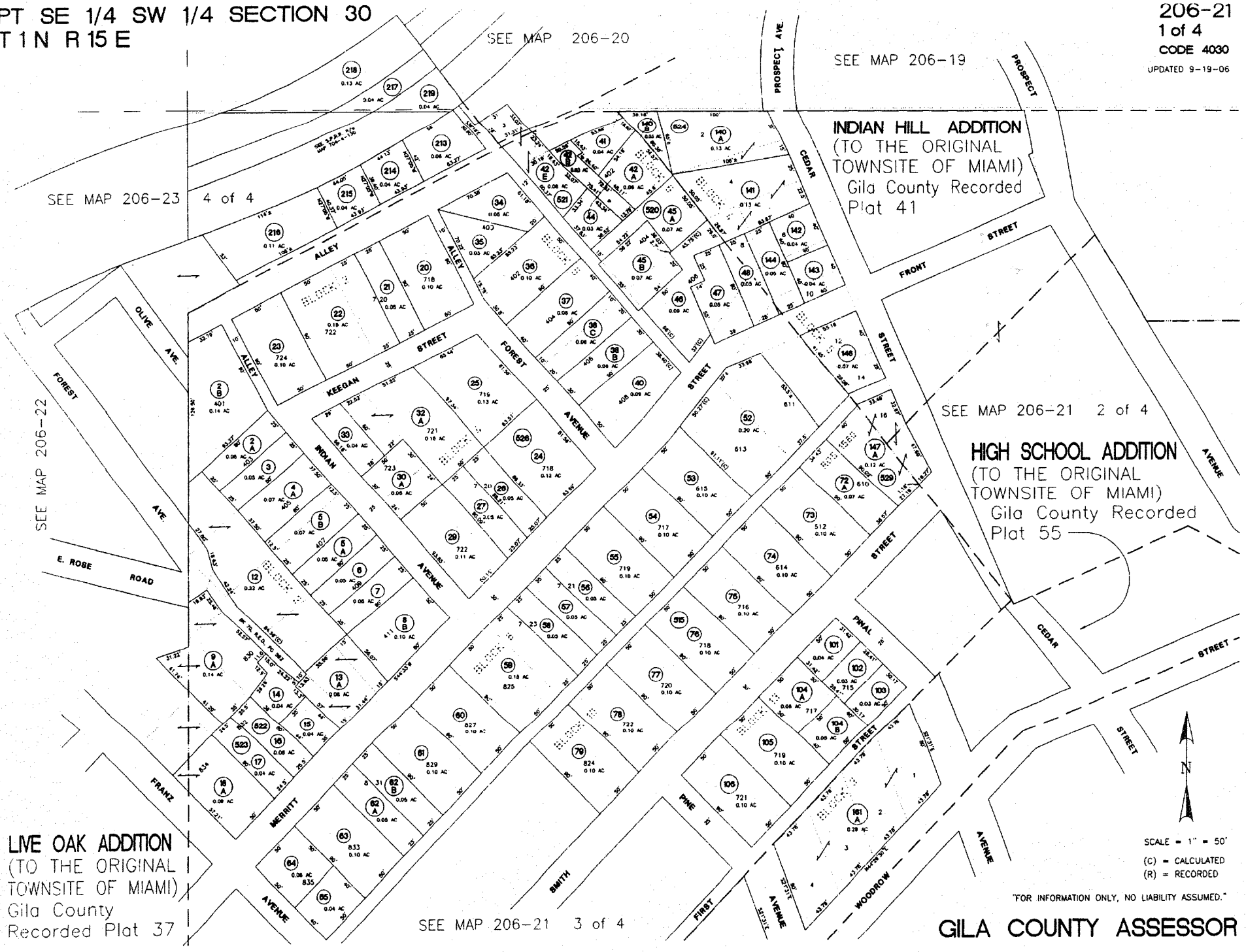
2794.16

Ctd's admin fee → 50.00

$2,844.16

PT SE 1/4 SW 1/4 SECTION 30
T 1 N R 15 E

206-21
1 of 4
CODE 4030
UPDATED 9-19-06



"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

2011-007442 TD Page: 1 of 1
07/05/2011 08:33:11 AM Receipt #: 11-3562
Rec Fee $0 Gila Co Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 30TH day of MARCH, 2011 notice according to law was published in the ARIZONA SILVERBELT , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 5TH day of JULY, 2011, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said STATE OF ARIZONA , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 304-04-212-Q

DESCRIBED AS : POR SEC 3 T10N R10E; BEG AT SE COR PARCEL B ROS 1262; TH S0-03-32 E 25'; TH N89-53W 226.65'; TH N0-03-32W 25'; TH S89-53E 226.65' TO POB; = 0.13 AC M/L (OUT OF 304-04-212M).

IN WITNESS WHEREOF, I, DEBORA SAVAGE , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 5TH day of JULY, 2011 .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this 5TH day of JULY, 2011 by DEBORA SAVAGE as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that she executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

SUNSCAPE INVESTMENTS LLC

PO BOX 4997
SCOTTSDALE AZ 85261

POR SEC 3 T10N R10E; BEG AT SE COR PARCEL B ROS 1262; TH S0-03-32 E 25'; TH N89-53W 226.65'; TH N0-03-32W 25'; TH S89-53E 226.65' TO POB;=0.13 AC M/L (OUT OF 304-04-212M).

Parcel ID: 304-04-212-Q

Figures below based on 07/05/2011

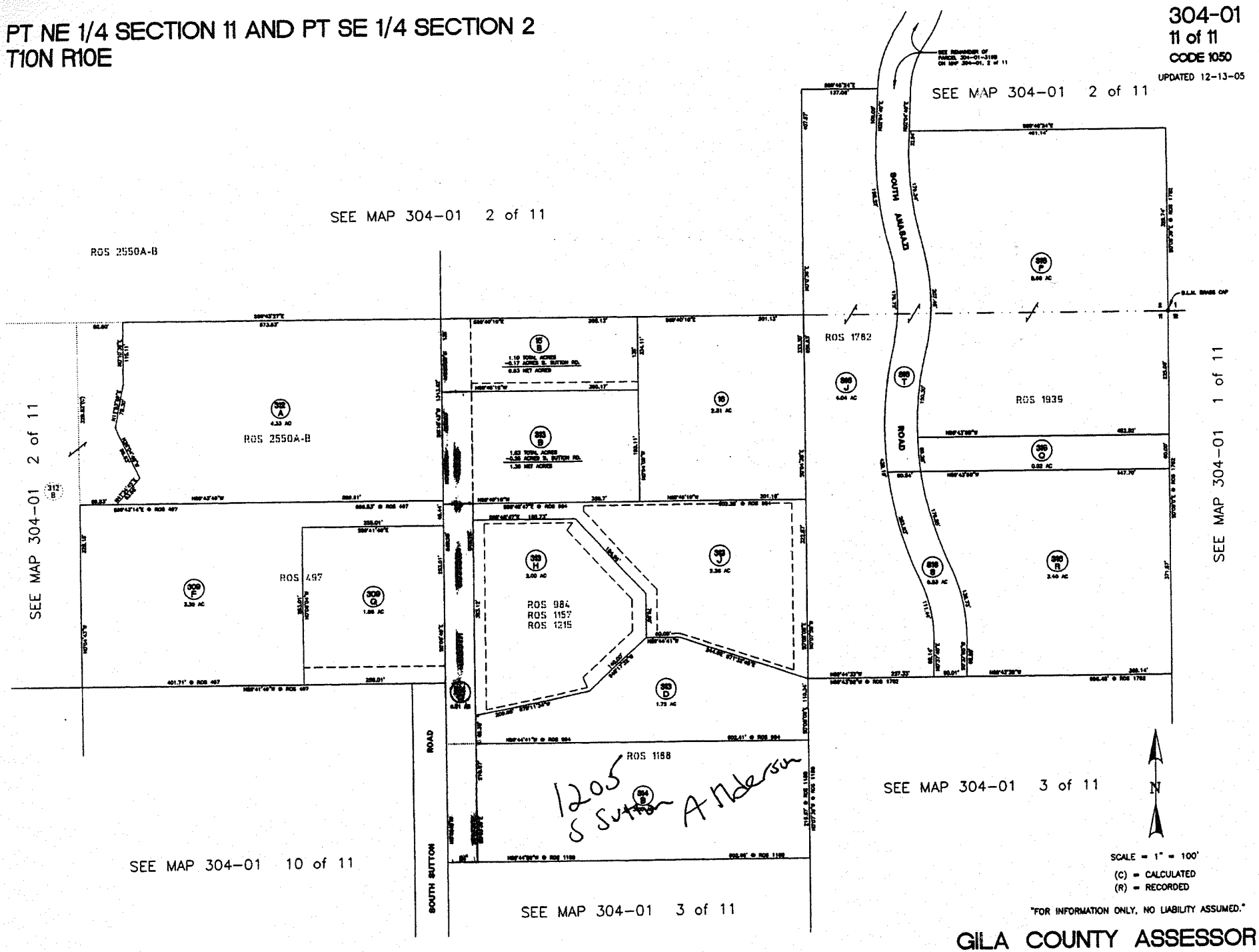
Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	30560	Tax	$15.72	$0.00	$0.00	$1.88	$0.00	$17.60
2009	31016	CP State Iss	$15.06	$15.06	$15.00	$4.22	$0.00	$34.28
2008	31692	CP State Iss	$16.50	$16.50	$15.00	$7.04	$0.00	$38.54
2007	31205	CP State Iss	$17.38	$17.38	$15.00	$10.42	$0.00	$42.80
2006	30903	CP State Iss	$18.08	$18.08	$15.00	$13.74	$0.00	$46.82
2005	30602	CP State Iss	$19.46	$19.46	$15.00	$17.90	$0.00	$52.36
2004	30449	CP State Iss	$19.24	$19.24	$15.00	$20.78	$0.00	$55.02
2003	30185	Tax	$18.34	$0.00	$0.00	$3.18	$21.52	$0.00
2002	30033	Tax	$18.36	$0.00	$15.00	$6.12	$39.48	$0.00
2001	29689	Tax	$17.70	$0.00	$15.00	$8.73	$41.43	$0.00
2000	29518	Tax	$15.70	$0.00	$0.00	$1.88	$17.58	$0.00
			$191.54	**$105.72**	**$120.00**	**$95.89**	**$120.01**	**$287.42**

200

487.42
50.00
Clerk's Admin fee
$537.42

PT NE 1/4 SECTION 11 AND PT SE 1/4 SECTION 2
T10N R10E

304-01
11 of 11
CODE 1050
UPDATED 12-13-05



GILA COUNTY ASSESSOR

ARF-884 **Regular Agenda Item 3- J**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted By: Linda Rodriguez, County Manager

Department: County Manager

Presenter's Name: Don E. McDaniel

Information

Request/Subject

Disposition of County Owned Gila Community College Campuses

Background Information

In 2002, the Arizona Legislature mandated the transfer of property it had purchased to the governing board of the community college district in which the property was situated. The State Board of Directors for Community Colleges for Arizona quit claimed the Payson Campus and the Globe Campus to the Gila County Community College District (GCCCD).

Since Gila County had not formed a provisional community college district before July 1, 2002, this transfer was improper. In 2005, this was corrected when the Governing Board of the GCCCD quit claimed the two campuses to the Gila County Board of Supervisors. Gila County is the current owner of both campuses.

By a Lease Agreement which expires June 30, 2018, Gila County leases the two campuses to Gila County Community College to provide community college services to the citizens of Gila County. The Lease Agreement does not require the payment of any rent by the College nor does it contain a legal description of the properties covered by the lease. It simply refers to leasing the "college campuses."

Evaluation

The original intent of the State Community College Board of Directors was to transfer ownership of each of the campuses around the state to the individual Community College Districts. Had the Gila County Provisional Community College District been formed in time, the property would have gone to them. It is time to transfer all or a portion of the properties from the County to the GCCCD.

Section 6. Provisional community college districts; real property transfer of H.B. 2113 approved by the Legislature in 2010, is special legislation for Gila County and provides as follows: "A county that received real property from the former State Board of Directors for Community Colleges may transfer title to that real property to a provisional community college district on or before January 1, 2013. A transfer conducted pursuant to this section is exempt from §11-251, paragraph 9, Arizona Revised Statutes." Paragraph 9 of §11-251 outlines requirements and procedures for a public auction including bidding, posting, advertising and appraisal requirements to sell county property. All or a portion of each campus could be transferred by quit claim deed very quickly if approved by the Board of Supervisors.

In 2008, the Gila Community College Facilities Master Plan outlined a projection of their facilities needs in the future. It estimated that an additional 5,600 square feet of classroom and administrative support space will be required. It appears that the westerly 38 acres (approximately) of the total 53.33 acres will be sufficient for current and future GCCCD purposes. The Board of Supervisors could consider a transfer by quit claim deed of this property at its November 1, 2011, Regular Meeting.

Conclusion

The Gila County Board of Supervisors is supportive of a proposal to bring a four-year university to Payson. Proponents of the university project have expressed interest in the Gila County Community College Campus in Payson as a suitable location to start construction of a four-year school. The easterly 15 acres (approximately) of Gila County's 53-acre site could be used for this purpose.

Paragraph 9 of A.R.S. §11-251 states in part: "Notwithstanding the requirement for a sale at public auction prescribed in this paragraph, a county, with unanimous consent of the board and without public auction, may sell or lease any county property to any other duly constituted governmental entity, including the state, cities, towns and other counties."

A.R.S. §11-952-02 paragraph B. states in part: "A separate legal entity identified pursuant to this subsection: 1. Is a political subdivision of this state having: (a) The governmental and proprietary powers that are common to the contracting parties…."

It appears that Gila County could sell the easterly 15 acre (approximately) portion of the Payson property to the Payson Higher Education Separate Legal Entity without the requirements of a public auction including bidding, posting, and advertising the property. The Board of Supervisors could consider selling the 15 acres (approximately) at its November 1, 2011 Regular Meeting.

Recommendation

The County Manager recommends that the Board of Supervisors authorize staff to provide the proper documentation and paperwork to quit claim the Gila Pueblo Campus and the westerly 38 acres (approximately) of the Payson campus to GCCCD, for Board consideration at its November 1, 2011 Regular Meeting. Further for staff to prepare the Sales Agreement between Gila County and the Rim Country Higher Education Separate Legal Entity to sell the easterly 15 acres (approximately) of the Payson Campus to the Rim Country Higher Education Separate Legal Entity without the requirements for a public auction, for Board's consideration at the November 15, 2011, Regular Board of Supervisors Meeting.

Suggested Motion

Information/Discussion/Action to authorize staff to proceed with the proper documentation and paperwork to quit claim the Gila Pueblo Campus and the westerly 38 acres (approximately) of the Payson Campus to the Gila County Community College District, for Board consideration at its November 1, 2011, Regular Meeting. Further, for staff to prepare the Sales Agreement between Gila County and the Rim Country Higher Education Separate Legal Entity whereby Gila County would sell the easterly 15 acre (approximately) portion of the Payson property to the Rim Country Higher Education Separate Legal Entity without the requirements of a public auction including bidding, posting, and advertising the property per A.R.S. Section 11-251 Paragraph 9 for the Board's consideration at its November 15, 2011, Regular Meeting**(Don McDaniel)**

ARF-865 **Consent Agenda Item 4- A**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For:	Ursula Donovan	Submitted By:	Ursula Donovan, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Health Services
Fiscal Year:	2012	Budgeted?:	Yes
Contract Dates Begin & End:	10/01/2010 to 09/30/2013	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Approval of Amendment No. 3 to IGA Contract #HG050277 (ADHS11-004485) between the Arizona Department of Health Services and Gila County Division of Health & Emergency Services.

Background Information

The purpose of this Intergovernmental Agreement is to provide funding to the Nutrition Services Program for the continued provision of WIC services to qualified families.

On July 7, 2010, the Board of Supervisors approved the original contract #HG050277 for $323,406 to provide WIC services in Gila and Greenlee Counties.

On October 26, 2010, the Board of Supervisors approved Amendment No. 1 which revised the original price sheet to include an additional $30,000 to provide Breastfeeding Peer Counseling services.

On March 3, 2011, the Board of Supervisors approved Amendment No. 2 which revised the price sheet to include an additional $200 to provide Farmer's Market Nutrition Services.

This Amendment No. 3 will change funding to the current contract #HG050277. WIC Services will receive $318,365 for 2012 due to a caseload reducation from 1,500 to 1,475 clients per month, the Breastfeeding Peer Counselor Program (BFPC) funding will increase to $50,743 and Farmers' Market Nutrition Program (FMNP) may be funded later in the year, as monies become available.

Several other Terms and Conditions of the contract have been revised and/or replaced , as can be viewed on the attached amendment.

Evaluation

Amendment #3 will provide continued funding during FY 2012 to the current contract #HG050277 for WIC Services ($318,365), Breastfeeding Peer Counselor Program ($50,743) and Farmers' Market Nutrition Progrm (funding to be obtained at a later date).

Several other Terms and Conditions of the original contract have also been revised, replaced and/or deleted as follows:

1. Terms and Conditions, Page Four (4), Provision Four (4), Contract Administration and Operation, Item 4.4; Non–Discrimination language, is hereby revised and replaced with the following:

Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

2. Terms and Conditions, Page Six (6), Provision Four (4), Contract Administration and Operation, is hereby revised and adds the following:

4.11 Federal Immigration and Nationality Act. The contractor shall comply with federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may

pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

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

4.13 Scrutinized Businesses. 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.

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

3. Terms and Conditions, Page Twelve (12), Provision Eighteen (18), (HIPAA) Health Insurance Portability and Accountability Act of 1996, is hereby revised and replaced with the following:

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a “Pledge To Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

4. Terms and Conditions, Page Twelve (12), Provision Nineteen (19), Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement, Items 19.1, 19.2, 19.3 and 19.3, is hereby deleted in its entirety.

5. Terms and Conditions, Page Twelve (12), Provision Twenty (20), A.R.S. § 35-393 and A.R.S. § 35-391, is hereby deleted in its entirety.

6. Terms and Conditions, Page Thirteen (13), Provision Twenty-Three (23), (3), Pandemic Contractual Performance, hereby adds the following:

3. The State, at any time, may request to see a copy of the written plan from the Contractor. The Contactor shall produce the written plan within seventy-two (72) hours of the request.

Conclusion

This amendment #3 to Intergovernmental Agreement Contract No. HG050277 (ADHS11-004485) between the Arizona Department of Health Services and Gila County Division of Health and Emergency Services) will provide the funding to continue WIC (Women, Infants & Children) and BFPC (Breastfeeding Peer Counselor) services to the population of Gila and Greenlee Counties for the period October 1, 2011 through September 30, 2012.

Recommendation

The Director of Health & Emergency Services recommends the approval of Amendment No. 3 to Contract No. HG050277 (ADHS11-004485), which will allow Nutrition Services to continue to provide WIC and BFPC services in Gila and Greenlee Counties.

Suggested Motion

Approval of Amendment No. 3 to an Intergovernmental Agreement, Contract No. HG050277 (ADHS11-004485) between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services in the amounts of $318,365 for WIC (Women, Infants and Children) services and $50,743 for BFPC (Breast Feeding Peer Counseling) services for the period October 1, 2011, to September 30, 2012.

Attachments

Recorders cover page Amendment #3
amendment #3 to IGA HG050277
IGA contract HG050277
Approval as to form

When recorded deliver to
Marian Sheppard, BOS

Amendment No. 3 to Contract No. HG050277 (ADHS11-004485)

Between

Gila County Division of Health and Emergency Services

and

Arizona Department of Health Services

DO NOT REMOVE

This is part of the official document

When recorded deliver to
Marian Sheppard, BOS

	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: **ADHS11-004485**	Amendment No. **3**	Rebecca O'Brien

WIC, BFPC, and FMNP Services

It is mutually agreed that the Intergovernmental Agreement referenced is amended, effective upon final signature unless specified otherwise, as follows:

1. Terms and Conditions, Page Four (4), Provision Four (4), Contract Administration and Operation, Item 4.4; Non–Discrimination language, is hereby revised and replaced with the following:

   Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

2. Terms and Conditions, Page Six (6), Provision Four (4), Contract Administration and Operation, is hereby revised and adds the following:

(Continue on page 2)

All other provisions of this agreement remain unchanged.

Gila County Health Department
Contractor Name

5515 South Apache Avenue, Ste. 100
Address

Globe **Arizona** **85501**
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 **Date**

TOMMIE C. MARTIN
Printed Name

Chairman, 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.

Signature **Date**

BRYAN CHAMBERS
Printed 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 _____ day of _____ 2011

Procurement Officer

Attorney General Contract No. PIGA2011000344, 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.

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.

4.11 Federal Immigration and Nationality Act. The contractor shall comply with federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

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

4.13 Scrutinized Businesses. 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.

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

3. Terms and Conditions, Page Twelve (12), Provision Eighteen (18), (HIPAA) Health Insurance Portability and Accountability Act of 1996, is hereby revised and replaced with the following:

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

4. Terms and Conditions, Page Twelve (12), Provision Nineteen (19), Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement, Items 19.1, 19.2, 19.3 and 19.3, is hereby deleted in its entirety.

5. Terms and Conditions, Page Twelve (12), Provision Twenty (20), A.R.S. § 35-393 and A.R.S. § 35-391, is hereby deleted in its entirety.

6. Terms and Conditions, Page Thirteen (13), Provision Twenty-Three (23), (3), Pandemic Contractual Performance, hereby adds the following:

   3. The State, at any time, may request to see a copy of the written plan from the Contractor. The Contactor shall produce the written plan within seventy-two (72) hours of the request.

7. The Price Sheet in Amendment Two (2), Page Two (2), is hereby revised and replaced by the Price Sheet in Amendment Three (3), Page Four (4). The dollar amount decreased due to the reduction in caseload. In ProcureAZ the Contract will be updated in the "Items" tab upon execution of this Amendment Three (3), to reflect the following line item changes in Amendment Three (3).

	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: **ADHS11-004485**	Amendment No. **3**	Rebecca O'Brien

WIC, BFPC, and FMNP Services

PRICE SHEET
WIC Services and BFPC Services
Effective: October 1, 2011 to September 30, 2012

WIC Services

Account Classification	Amount
Personnel	$198,304.00
Employee Related Expenses	$78,557.00
Professional & Outside Services	$1.00
Travel Expense	$7,158.00
Occupancy Expenses	$1.00
Other Operating Expenses	$20,403.00
Capital Expenditures	$1.00
Indirect Cost	$13,940.00
Total	**$318,365.00**

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	$33,740.00
Employee Related Expenses	$10,623.00
Professional & Outside Services	$1.00
Travel Expense	$2,000.00
Occupancy Expenses	$1.00
Other Operating Expenses	$1,420.00
Capital Expenditures	$1.00
Indirect Costs	$2,957.00
Total	**$50,743.00**

Farmer's Market Nutrition Program Services
Effective: March 1, 2012

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	$1.25	WIC Participant	AS NEEDED

	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: **ADHS11-004485**	Amendment No. **3**	Rebecca O'Brien

WIC, BFPC, and FMNP Services

Additional terms and conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

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 modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2012 is **1,475**

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. HG050277

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: WIC Services, BFPC, and FMNP

Begin Date: 10/1/2010

Geographic Service Area: Gila County

Termination Date: 9/30/2013

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A R.S §§ 11-951, 11-952, 36-104 and 36-132 The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to: 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

- [x] **Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- [ ] **Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- [ ] **School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- [ ] **City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- [ ] **City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No: _____

Tax License No.: _____

Contractor Name: Gila County Health Department

Address: 5515 S. Apache Avenue, Suite 100

Globe, Arizona 85501

FOR CLARIFICATION, CONTACT:

Name: Carolyn Haro

Phone: 928-402-8804

FAX No: 928-425-0794

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. In accordance with A R.S. 35-391.06 and 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran or Sudan.

Michael A. Pastor 7/27/10

Signature of Person Authorized to Sign — Date

Michael A. Pastor

Print Name and Title

Chairman of the Bd of Supervisors

This Contract shall henceforth be referred to as Contract No. HG050277. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives a fully executed copy of the contract

State of Arizona

Signed this 27th day of August, 2010

Christine Ruth

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

7/8/2010

Signature of Person Authorized to Sign — Date

Bryan Chambers, Gila Co. Attorney

Print Name and Title

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 the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

8/26/10

Signature — Date

Assistant Attorney General: Ronald E. Johnson

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.

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be: (check one)

_____ Fixed Price
__X__ Cost Reimbursement
_____ Not to Exceed

Throughout the term of the Contract, state funds may be available. ADHS may utilize the state funds for the provision of this Contract, whereby, contract expenditures, maybe be paid as Fixed Price.

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

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

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does

not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, as applicable, and all other applicable Federal and State non-discrimination laws, rules and regulations, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, Federal Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990 (Public Law 101-366), and all other acts required for compliance with the federal funding source.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of contract funds and by the State when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding*. Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding*. Contractors receiving state funds under this contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor

provides the services/materials required by the contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision.

Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

5. **Costs and Payments**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within forty-five (45) days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and

regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to contract termination; or

5.6.4 Cancel the Contract.

6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. Risk and Liability

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence,

misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, 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 performance of the Contract or use by the State of materials furnished by 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.

7.4 Force Majeure.

7.4.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 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

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 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 for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for

one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

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

9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

15.1 Paid and Unpaid Personnel. The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any

obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract** All applicable contract terms shall survive and apply after contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

19. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**

19.1 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.)

19.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.3 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.

19.4 The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

20. **A.R.S. 35-393 and A.R.S. 35-391** In accordance with A.R.S. 35-393 and A.R.S. 35-391, the Contractor shall not have scrutinized business operations in Iran or Sudan.

21. **Appropriation of funds**

Every payment obligation of ADHS under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Contract, this Contract may be terminated by ADHS at the end of the period for which funds are available. The

funding cycle for this Contract is October 1st through September 30th. No liability shall accrue to ADHS or the State of Arizona in the event this provision is exercised, and neither ADHS nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

The funding obligation for this Contract shall be liquidated by December 31st of any Contract year. All Contractor expenses must be reported by November 15th. Any unreported expenses received later than December 15th shall be the responsibility of the Contractor.

22. **Safeguarding WIC Confidential Information**

The Contractor must adhere to the following: All Staff/Local Agency will be responsible for keeping all WIC data/client information physically and electronically secure and maintained in strict confidence. This means that reasonable measures will be taken to prevent access by unauthorized persons, such as leaving materials unsecured in a work area or leaving an active WIC Computer Data System for others to view. This also means that **the Staff/Local Agency shall also establish and maintain safeguard procedures and controls** that are acceptable to the State for the purpose of assuring that no information contained in WIC participant records shall be used or disclosed except as required to efficiently perform duties under the Contract. The Contractor also agrees that any information pertaining to individual participants shall not be divulged or shared other than as needed to perform and adhere to confidentiality standards, unless otherwise agreed to in writing by the State.

It is essential that the Staff/Local Agency be consistently reminded that the information obtained from individuals applying for, or participating in the WIC Program is considered private and may not be disclosed to any unauthorized person(s). To assist with this, it is mandated that all agency staff sign the WIC Confidentiality and Conflict of Interest forms as provided by the State at initial hire, annually and again at any type of position, duty, and/or title change.

23. **Pandemic Contractual Performance**

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 any time prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:

   1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.

   1.2 Alternative methods to ensure there are products in the supply chain.

   1.3 An up to date list of company contacts and organizational chart.

2. In the event of a pandemic, as declared 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:

   2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms.

   2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.

   2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at is sole discretion, may reinstate the temporarily voided Contract(s).

24. **Security**

The Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing services under this Contract. If during the course of this Contract it is required that the Contractor, or their duly recognized subcontractors need access to any confidential information technology data, or infrastructure, the only access granted shall be least possible privilege. Throughout the course of the Contract, the State reserves the right to deny access to any data, or infrastructure, as it deems appropriate.

The Contractor is governed by ARS 13-2316, Computer tampering; venue; forfeiture; classification.

1. A person who acts without authority or who exceeds authorization of use commits computer tampering by:

   1.1 Recklessly using a computer, computer system or network to engage in a scheme or course of conduct that is directed at another person and that seriously alarms, torments, threatens or terrorizes the person. For the purposes of this paragraph, the conduct must both;

      1.1.1 Cause a reasonable person to suffer substantial emotional distress, and

      1.1.2 Knowingly obtaining any information that is required by law to be kept confidential or any records that are not public records by accessing any computer, computer system or network that is operated by this State, or a political subdivision of this State.

25. **American Recovery and Reinvestment Act (ARRA) Requirements**

The Contractor shall comply with all American Recovery and Reinvestment Act (ARRA) funding provisions. The ADHS will inform the Contractor of such provisions as they are identified and when applicable to work under this Contract.

26. **Breastfeeding Workplace Accommodations**

The Contractor shall provide a reasonable amount of break time (can be paid/unpaid meal and/or break time) to accommodate an employee desiring to express breast milk for the employee's nursing child for up to two (2) years after the child's birth.

The Contractor shall make reasonable efforts to provide the employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements.

The Contractor shall not discriminate against women for expressing milk in the workplace.

27. **Smoke-Free Arizona Act**

To comply with the Smoke-Free Arizona Act, A.R.S. 36-601.01 that took effect on May 1, 2007, WIC Contractors must prohibit smoking in the building, post "No Smoking" signs and remove all ashtrays from areas where smoking is prohibited where WIC services are provided. The Smoke-Free Arizona Act has no application on Indian reservations as defined in A.R.S. 42-3301 (2).

28. **Comments Welcome** The ADHS Procurement Office periodically reviews the Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

A. BACKGROUND

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Breastfeeding Peer Counseling Program, and the Women and Children's Farmers Market Nutrition Programs for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

The WIC program accomplishes this goal by providing participant-centered nutrition education (PCE), breastfeeding support, specific supplemental healthy foods through the issuance of food instruments that can be used in ADHS-approved grocery stores and farmers markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks.

To be considered as a WIC local agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potential eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each local agency, and quality of performance.

Breastfeeding Peer Counseling (BFPC)

1. In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable. They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.

    1.1 Specific objectives for breastfeeding are:

        1.1.1 To increase the incidence of breastfeeding to 75% of WIC women initiating breastfeeding upon the birth of their babies;

        1.1.2 Increase the duration of breastfeeding to 50% of women for the first six (6) months of their baby's life; and

        1.1.3 Increase the duration of breastfeeding to 25% of women for the first year of their baby's life.

    1.2 This can be achieved by:

        1.2.1 Increasing WIC participants' knowledge of the advantages of breastfeeding;

        1.2.2 Developing community partnerships to maximize resources, increasing effectiveness of community support efforts; and/or

        1.2.3 Providing breastfeeding peer counseling programs.

    The discretionary peer counseling services are considered an adjunct support to WIC services to help achieve the

WIC breastfeeding objectives.

Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing breastfeeding promotion efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC local agencies are encouraged strongly to provide peer counseling services to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

Farmer's Market Nutrition Program (FMNP)

2. The Women and Children Farmers' Market Nutrition Program (FMNP) is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of WIC women and children to purchase these items directly from growers at ADHS-approved farmers' markets. The FMNP is also intended to support local agriculture by expanding the awareness, use of, and sales at farmers' markets.

B. OBJECTIVE

At a minimum, to provide WIC Services while allowing each Local Agency to provide at their discretion, Breastfeeding Peer Counseling Services and or Farmer's Market Nutrition Program Services.

C. SCOPE OF WORK

1. WIC Services

The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include but are not limited to the following activities:

1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;

1.2 Provide mandatory and appropriate referrals and nutrition and breastfeeding education services to WIC participants;

1.3 Issue WIC food instruments;

1.4 Ensure the collection and recording of accurate information;

1.5 Provide professional training and monitoring of WIC staff competencies necessary for delivery of required services;

1.6 Provide administrative functions for operation of the WIC Program; and

1.7 Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM. Refer to www.azwic.gov/local_agencies_policyManual.htm.

2. Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the Contractor's proposal in order to increase the breastfeeding rate and duration of breastfeeding.

3. Farmer's Market Nutrition Program (FMNP)

WIC FMNP Contractors shall perform all the work required to administer and provide WIC FMNP services to eligible participants including but not limited to:

3.1 Identifying participants and offering program services;

3.2 Distributing information to participants;

3.3 Providing competent staff to perform certification;

3.4 Issuing of FMNP coupons;

3.5 Safeguarding food instruments;

3.6 Documenting accurately all required information;

3.7 Providing administrative functions necessary for operation of the FMNP;

3.8 Preparing and submitting all required reports in accordance with this Contract; and

3.9 Adhering to all provisions of the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual, http://www.azwic.gov/farmers_market.htm.

D. TASKS AND REQUIREMENTS

1. WIC Services Outreach and Referrals

1.1 Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform the potentially WIC eligibles of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Contract.

1.2 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN, and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Contract.

1.3 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Contract.

1.4 Develop and document a support referral system for WIC nutritionists with breastfeeding/lactation counselors, including but not limited to Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Contract.

Additional BFPC Outreach Tasks:

1.5 Develop and document an internal referral link between WIC Program and Peer Counseling Program when applicable. Interaction between WIC Program and Peer Counseling Program shall occur at least monthly and may be in the form of visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff.

2. Participant Records:

2.1 Follow and maintain documentation of certification and administrative procedures as described in the WIC PPM, including but not limited to;

2.1.1 Eligibility and ineligibility determinations,

2.1.2 Nutrition assessments,

2.1.3 Referrals,

2.1.4 Nutrition education

2.1.5 Counseling,

2.1.6 Setting behavioral goals,

2.1.7 Program abuse, and

2.1.8 Food instrument issuances.

2.2 Maintain inventory and accountability records, as set forth in the WIC PPM, of paper food instrument stock and of food instruments issued by the Contractor.

2.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 246.26 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

Refer to: www.azwic.gov/local_agencies_policyManual.htm

Additional BFPC Participant Records Tasks:

2.4 Follow and maintain documentation of peer counseling contact activities and education for each participant served in the WIC automated participant record system.

Additional FMNP Participant Records Tasks:

2.5 Document certification and distribution of FMNP checks and submit reports to ADHS according to the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

3. Service Delivery and Program Rules

The Contractor shall:

3.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM;

3.1.1. Pregnant women, breastfeeding women up to twelve (12) months post-partum, and non-breastfeeding women up to six (6) months post-partum,

3.1.2 Infants from birth to age one (1), and

3.1.3 Children from age one (1) year through four (4) years.

3.2 Provide complete nutrition assessment following the Value Enhanced Nutrition Assessment (VENA) requirements;

3.3 Provide participant-centered nutrition education to participants and appropriately utilize emotion-based materials provided by the State;

3.4 Assist participants in setting goals for behavioral change and follow-up on goals set;

3.5 Promote breastfeeding to pregnant and postpartum WIC participants, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate;

3.6 Prescribe a food package appropriate to the participant's nutritional risk(s) and category, and issue food instruments as set forth in the WIC PPM;

3.7 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and local agency referral procedures;

3.8 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;

3.9 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, food instrument use and redemption including the WIC Cash Value Vouchers (CVV), and if applicable, FMNP checks. The training shall be documented in the participant's record as set forth in the WIC PPM and/or AzFMNP Manual;

3.10 Distribute information to all participants regarding the authorized WIC vendors and the location and hours of ADHS-approved Arizona Farmers' Markets; and

3.11 Explain to all WIC participants that, in addition to FMNP checks, WIC CVV's may be used to purchase locally grown fresh fruits and vegetables at FMNP approved farmers' markets in Arizona and provide instructions as to how to redeem both types of food instruments.

Additional BFPC Service Delivery tasks:

3.12 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;

3.13 Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and

3.14 Provide supervision, monitoring, and evaluation of peer counselors, when appropriate.

Additional FMNP Delivery tasks:

3.15 Identify eligible participants, offer FMNP checks, and provide services to participants in accordance with the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;

3.16 Issue a unique series of ADHS-provided FMNP check numbers after participant has been certified as an eligible WIC participant and has expressed a desire to participate in the program, through the Arizona electronic participant record system;

3.17 Submit a written request to the ADHS FMNP Manager for authorization to utilize a local agency WIC staff to train and certify local growers at no extra cost to ADHS. Grower training shall be conducted only by ADHS

authorized individuals. Each request to conduct training will be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Manager;

3.18 Distribute to participants a brief description of non-allowable and allowable items (Participant Guide and other information provided by ADHS) and the time period for redeeming FMNP checks and WIC CVV's;

3.19 Notify ADHS within five (5) working days of receipt of any notification of change to the date, time or location of an individual Farmers' Market;

3.20 If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, the Contractor may choose whether or not to distribute the additional checks with no increase in the Contract budget.

4. Participant-Centered Nutrition Education

The Contractor shall:

4.1 Prepare and submit a two (2) year Nutrition Education Plan for participants to include, but not be limited to:

4.1.1 Adoption and Implementation of the State Nutrition Care Plans for each target group (pregnant, post-partum, breastfeeding women, infants, and children) using a Participant-Centered approach. If the State Nutrition Care Plan is not adopted, please provide an alternative nutrition education plan.

4.1.2 Methodology of how nutrition education is to be delivered including but not limited to audience size, process approach, and materials that will be used to meet educational objectives for each contact, taking into account individual nutrition risks and participant interests. Please include an evaluation component in assessing behavioral change in subsequent visits.

4.1.3 Staff training and mentoring plans and schedules to include but not limited to the nutrition care plan topic or content for each category utilizing emotion-based nutrition education materials and VENA requirements. The plans should address new and current staff as well as the frequency and time of observations of staff skills.

4.1.4 Staff training and mentoring on Participant Centered Education (PCE) skills. PCE is a framework for providing nutrition education that places the participant at the center of the process. The educational process changes from giving information and giving behavior change prescriptions to exploring concerns, uncertainty, and strategies for adopting new behaviors. The plans should address new and current staff as well as the frequency and time of observations of staff skills.

4.2 Provide Participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Care Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period.

4.3. Provide professional supervision and monitoring of paraprofessional staff providing PCE. All nutrition education and training will be under the supervision of a Registered Dietitian (RD) who shall certify that staff has met the competencies prior to providing services. Dietitians are registered with the Commission on Dietetic Registration (the certifying agency of the American Dietetic Association) and are only able to use the label "Registered Dietitian" when they have been accredited.

With prior written ADHS approval, in lieu of a RD, the Contractor may designate a WIC nutritionist and shall ensure the designated individual(s) have a minimum of an undergraduate degree from an accredited institution in nutrition or home economics, with emphasis in nutritional science.

4.4 Provide as often as necessary, high- and medium-risk nutrition education/counseling by a RD to all

participants deemed high-risk upon assessment, as defined in the WIC PPM. Local agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD.

4.5 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, the Contractor shall return to ADHS an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended.

Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

4.5.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;

4.5.2 The cost of procuring and producing nutrition education materials;

4.5.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;

4.5.4 The cost of conducting participant evaluations of nutrition education;

4.5.5 The salary and other costs incurred in developing the nutrition education plan; and

4.5.6 Other ADHS-approved costs.

4.6 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or Arizona Nutrition Network (AZNN) materials and messages to ensure common nutrition messages.

4.7 The local agency will provide documentation that a minimum of four percent (4%) of their annual WIC expenditures have been used to support breastfeeding promotion and education. If the four percent (4%) is not expended for breastfeeding promotion and education activities, the Contractor shall return to ADHS an amount equal to the difference between the four percent (4%) and the actual amount expended.

5. Staffing

The Contractor shall:

5.1 Designate a WIC Program Director/Manager who is a RD, with previous WIC and/or community health experience to manage and administer the WIC Program and provide high-risk nutrition counseling and/or formula authorization to WIC participants. If a RD is on staff to provide the WIC RD services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration.

5.2 Provide a RD to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM. The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of a RD.

5.3 In lieu of a RD and with prior written approval from ADHS, the Contractor shall designate a WIC Nutritionist with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science. Previous WIC and/or community health experience, and/or a Master's or Doctor of Philosophy degree in a related subject are desirable.

5.4 Provide staff to conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform the potentially eligibles of the availability of WIC Program and explain the benefits of participation.

5.5 Provide an appropriate number of adequately trained certification specialists to provide certification of eligible participants in accordance with the WIC PPM. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual ADHS competencies as set forth in the WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.

5.6 Provide an appropriate number of adequately trained nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is desirable. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.

5.7 Designate a staff person to coordinate breastfeeding promotion and peer counseling and other support activities, to include the development of a plan as set forth in the WIC PPM to insure women participants have access to the promotion and support activities during prenatal and post-partum periods.

5.8 Provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable.

5.9 Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS).

Additional BFPC Service Staffing:

5.10 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources.

5.11 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason.

5.12 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

6. Staff Training

The Contractor shall:

6.1 Provide a two (2) year comprehensive training plan of new and current staff to transition into the certification specialist and nutrition education specialist positions required for the WIC program. This plan shall include a timeline of courses to be taken and passed, completion of staff competency checklist, as well as the observation schedule of staff performance.

6.2 Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through the ADHS LMS at www.azdhslearn.gov in accordance with the ADHS WIC PPM.

6.3 In addition to state requirements for competency trainings, local agencies must submit an annual plan of providing continuing education and periodic observation of WIC staff to maintain their designation as competent professional authorities with certification specialist and nutrition education specialist designation, to include forty-eight (48) hours of documented training for each staff member in each contract year (October - September). Training does not have to be evenly distributed over the four (4) quarters of the contract year, but some level of training shall be conducted each quarter. The training plan shall include the topics that are to be covered:

6.3.1 At least thirty-six (36) hours of WIC current operational guidelines and enhance skills of staff in Value Enhanced Nutrition Assessment (VENA) competencies such as critical thinking skills and communications, nutrition assessment, emotion-based counseling, nutrition care plans, motivational interviewing skills, participant-centered education, and others;

6.3.2 Other subjects will include breast-feeding promotion, substance abuse education, food package, and formula prescription; and

6.3.3 An additional twelve (12) hours of WIC related education shall be provided and may include areas such as updated AIM operations, updated program policies, rules, and regulations, food instrument issuance, referral procedures, computer skills, customer service, safety, SharePoint for management staff, local agency updates, etc.

6.4 Provide training for all new staff members regarding Civil Rights and Americans with Disabilities Act (ADA) during their orientation and, annually, provide all staff with training on Civil Rights and ADA issues by completing the ADHS Learning Management course on Civil Rights or other courses that will be required by ADHS.

6.5 Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the local agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards.

6.6 Provide one (1) representative for all six (6) iLinc teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials.

Additional BFPC Staff Training:

6.7 Send the WIC Director and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term.

6.8 Provide training of Breastfeeding Peer Counselors using the *Loving Support through Peer Counseling* curriculum within one (1) month of employment.

6.9 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others.

6.10 Provide WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the *Loving Support* curriculum at least once per partnering clinic during each Peer Counseling Program contract term.

7. Data Collection

The Contractor shall:

7.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System.

7.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM.

8. Administrative Services

The Contractor shall:

8.1 In addition to complying with the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs;

8.1.1 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as an official part of the official accounting system. The capital equipment listing will include the following: tag or ID number, description, purchase cost or fair market value on date of donation, purchase or donation date, location, and disposal date,

8.1.2 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available,

8.1.3 Obtain written permission from the ADHS prior to expending WIC funds to purchase equipment with a value of $5,000 or more,

8.1.4 Obtain written permission from the ADHS prior to expending WIC funds for the purchase of any non-disposable automated data processing related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal, and

8.1.5 Obtain specific approval from ADHS prior to the transfer or disposal of any equipment purchased with WIC funds exceeding $2,500 if purchased prior to October 1, 2010 and $5,000 or more beginning on October 1, 2010.

8.2 Submit to ADHS for approval of any policy or procedure that deviates from those set forth in the Arizona WIC PPM;

8.3 Update the Local Agency information on a timely basis on the www.azwic.gov website including but not limited to names of WIC Directors, RDs, nutritionists, clinic staff, clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for the public to know;

8.4 Read timely all ADHS posted documents and provide requested response on the ADHS SharePoint site currently under development;

8.5 Maintain documentation records of WIC services according to the WIC PP Manual, including but not limited to;

8.5.1 Signed consent forms for blood work,

8.5.2 Signed Rights and Obligations Form for enrolled participant/files (active and inactive),

8.5.3 Eligible participant files (active and inactive),

8.5.4 Ineligible applicant forms/files,

8.5.5 Monthly Participation Reports by Category and Ethnicity,

8.5.6 Outreach files,

8.5.7 Medical documentation,

8.5.8 Staff files: Trainings attended, skill observations, and annual evaluations,

8.5.9 Documentation of dual participation actions,

8.5.10 Waiting lists (when applicable),

8.5.11 Reconciliation of voided food instruments,

8.5.12 Civil rights file to include documentation and resolution of all civil rights complaints,

8.5.13 Documentation of annual civil rights training of all employees, and

8.5.14 Documentation of WIC Confidentiality and Conflict of Interest forms.

8.6 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM;

8.7 Correct any regulatory deficiency or discrepancy noted during any of the three Programs' Management Evaluations, Audits, or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented;

8.8 Prepare and submit individual electronic and signed paper copies of the Contractor's Expenditure Reports (CER) for each contracted Program according to the instructions and requirements of the PPM;

8.9 Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS;

8.10 Prepare and submit a Final Yearly Closeout CER invoice for each contracted Program reflecting the cumulative expenditures for a Contract year;

8.11 Prepare and submit a WIC Local Agency Annual Cost Summary that matches the amount in the Final Yearly Closeout CER invoice in accordance with the requirements in the WIC PPM;

8.12 Prepare and submit an Annual update on the Two (2) Year Contractor's Outreach and Referral Plan and a progress report on activities accomplished during the year;

8.13 Prepare and submit an Annual update on the Two (2) Year Training Plan and a progress report on activities accomplished during the year;

8.14 Prepare and submit an Annual update on the Two (2) Year Nutrition Education Plan and a progress report on activities accomplished during the year;

8.15 Prepare and submit an annual Amendment Application in accordance with the individual Program requirements that will include budget breakdown of line items and budget justifications of any budget changes;

8.16 Prepare and submit a Local Agency Annual Summary, using the Self-Evaluation tool in the WIC PPM, (currently under development);

8.17 Prepare and submit all required plans and reports in accordance with the requirements in the WIC PPM; and

8.18 Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.

Additional FMNP Administrative Services

8.19 Assume liability for the distribution and reconciliation of all FMNP checks, and assume financial liability for any checks that cannot be accounted for and reconciled.

E. Reference Documents

1. Arizona WIC Program Policies and Procedures Manual: Refer to www.azwic.gov/local_agencies_policyManual.htm
2. Arizona FMNP Manual. Refer to http://www.azwic.gov/farmers_market.htm or http://www.azbnp.gov/wicrfp.
3. Federal Regulations: Refer to http://www.access.gpo.gov/nara/cfr/waisidx_07/7cfr246_07.html).
   7 CFR 246.14: program costs. Item J of this Solicitation, Performance Awards.
4. 7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information.
5. 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

F. State Provided Items

1. Paper copies of the Arizona WIC Program and the Arizona FMNP Policies and Procedures Manual, upon request. The Manual is available on line at www.azwic.gov.
2. Hardware and software necessary for operation of the WIC Computer Database System.
3. Learning Management courses for software training and nutrition education courses for staff to complete and/or pass. Go to http://www.azbnp.gov/wicrfp.
4. Paper WIC and/or FMNP Food Instrument stock or Blank Electronic Benefit Transfer Card, tentatively scheduled FFY 2014.
5. CER invoice electronic template. The ADHS WIC Program Manager or designee will accept and approve the CER prior to payment.
6. Nutrition Education Materials for participants.
7. Quarterly Report template (electronic) for Peer Counseling Program.
8. Technical assistance and support.
9. Breastfeeding material lending and library for Peer Counselor use.
10. Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.
11. *Loving Support through Peer Counseling* curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.
12. FMNP Participant Guides.
13. Online, downloadable information regarding the location and hours of approved Arizona Farmers' Markets.

14. Monitoring of WIC Authorized Vendors and Farmers' Markets for compliance with regulations, and coordination with tribal and county officials when doing compliance buys for markets on a reservation.

15. Periodic redemption reports for issued checks.

16. Formats for required reports.

G. Deliverables

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC, BFPC or FMNP shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program and /or Arizona Farmers' Market Nutrition Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

The Contractor shall submit to ADHS:

1. Updated copies of Local Agency Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;

2. Prepare and submit individual electronic and signed paper copy of the CER invoice, not later than thirty (30) days following the end of each report month of the program year;

3. Final CER invoice for each program not later than forty-five (45) days following the end of each Contract year;

4. WIC Local Agency Annual Cost Summary matching the final WIC Contractor's CER, not later than forty-five (45) days following the end of each Contract year; and

5. Each Contracted Program's amendment application by no later than April 1 for the following Contract year which contains the following information:

   5.1 Request for Caseload to be served;

   5.2 Request for budget and budget justification;

   5.3 Updated Participant Nutrition Education Plan by May 1st for the following contract year and a progress report of the previous year's activities;

   5.4 Updated Outreach and Referral Plan by May 1st of each contract year and a progress report of what has been accomplished;

   5.5 Updated Staff Training Plan by May 1st of each contract year and a progress report of previous year's training activities. (May 1 – April 30); and

   5.6 Any additional services.

6. Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Contract year.

7. All required responses to federal and state audits and reviews in a timely manner.

H. Performance Standards and Awards

1. Upon Contract finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

Caseload Assignment	% Maintained

<10,000 participants/month	97%
≥10,000 to <49,999 participants/month	98%
≥50,000 participants/month	99%

2 If, after each quarter of the federal fiscal year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC local agencies in order to fully utilize the resources.

3. Local agencies shall be eligible for one (1) or more of the following awards:

3.1 Any local agency which meets 100% or more of its initial caseload assignment for six (6) months (October 1 through March 31) may receive an award of $2,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

3.2 Any local agency which meets 98% of its documentation requirement in nutrition education for the previous Contract year may receive an award of $5,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

3.3 Any local agency which maintains an infant formula exception rate below 3% for six (6) months (October 1 through March 31) may receive an award of $1,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

3.4 Pursuant to 7 CFR 246.14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next Contract year; and

3.5 USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each local agency program will receive a proration of the amount based upon the number of exclusively nursing women in their local agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

I. NOTICES, CORRESPONDENCE AND REPORTS

1. Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
150 N. 18th Avenue
Phoenix, Arizona 85007
Attention: WIC Program Manager

2. Notices, Correspondence and Reports from ADHS to the Contractor shall be sent to:
(Contractor to complete)

Contractor Gila County Health Dept
Attention: Ursula Donovan
Address 5515 S. Apache Ave.
Address Suite 100
City, State, ZIP Globe, AZ 85501
Phone (928) 402-8815
Fax (928) 425-0794
Email udonovan@co.gila.az.us

PRICE SHEET
October 1, 2010 to September 30, 2011

Cost Reimbursement Line Item Budget

WIC Services

Account Classification	Amount
Personnel	$202,710.00
Employee Related Expenses	$75,978.00
Professional & Outside Services	$1.00
Travel Expense	$9,148.00
Occupancy Expenses	$1.00
Other Operating Expenses	$21,275.00
Capital Expenditures	$1.00
Indirect Cost	$14,292.00
Total	**$323,406.00**

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	$0.00
Employee Related Expenses	$0.00
Professional & Outside Services	$0.00
Travel Expense	$0.00
Occupancy Expenses	$0.00
Other Operating Expenses	$0.00
Capital Expenditures	$0.00
Indirect Costs	$0.00
Total	**$0.00**

Farmer's Market Nutrition Program Services

Account Classification	Amount
Personnel	$0.00
Employee Related Expenses	$0.00
Professional and Outside Services	$0.00
Travel Expense	$0.00
Occupancy Expenses	$0.00
Other Operating Expenses	$0.00
Capital Expenditures	$0.00
Indirect Costs	$0.00
Total	**$0.00**

Additional terms and conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment.

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 modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2011 is 1500.

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

ARF-883 **Consent Agenda Item 4- B**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For:	Michael O'Driscoll	Submitted By:	Ursula Donovan, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Health Services
Fiscal Year:	2012	Budgeted?:	Yes
Contract Dates Begin & End:	10/01/2011 to 09/30/2011	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

IGA Contract No. ADHS12-010890, CSFP/SFMNP Program

Background Information

The Arizona Department of Health Services (ADHS) provides USDA (United States Department of Agriculture) funding for the operation of the Commodity Supplemental Food Program (CSFP) and the Senior Farmers' Market Nutrition Program (SFMNP). CSFP is a nutrition program that provides supplemental foods and nutrition education to low-income, nutritionally at-risk seniors and women & children who do not qualify for the WIC (Women, Infants and Children) program. Approximately 200 CSFP food boxes are distributed each month in Gila County at three sites; Hayden Senior Center and at the WIC clinics in Payson and Globe.

The Senior Farmers' Market Nutrition Program (SFMNP) is intended to increase consumption of locally grown fresh fruits and vegetables by providing $30 of coupons to seniors for the purchase of fresh produce at local Farmers' Markets. The purpose of this Intergovernmental Agreement contract is to provide continued funding to the CSFP/SFMNP for the provision of food boxes and/or farmers' market coupons to eligible seniors and families. In 2011, 147 coupons were issued to Gila county seniors.

Commodity Supplemental Foods Program (CSFP) funding will continue at the current level of $5,160 and the Senior Farmers' Market Nutrition Program (SFMNP) may be funded later in the year, as monies become available.

Evaluation

This IGA contract will provide funding for continuation of the Commodity Supplemental Foods Program (CSFP) and the Senior Farmers' Market Nutrition Program (SFMNP). This program has been popular in Gila County for many years and provides approximately 200 low-income individuals, mostly seniors, with a box of commodities each month that provides nutrients that participants might not otherwise receive. Boxes contain rice/macaroni, fruits & vegetables, juice, meat/tuna/peanut butter, milk, cereals and cheese. Individuals are certified once a year and there is minimum time required to administer this program.

Farmers' Markets are now a feature during the summer in Payson and Globe. In this past season, $30 coupons were issued to 147 Gila County seniors for the purchase of fresh fruit and vegetables at local Farmers' Markets. This IGA contract will provide funds for the issuance of coupons to seniors in the summer of 2012. These coupons help provide healthy food items to the diet of low-income seniors, as well as help support local growers.

Conclusion

This IGA contract provides funding of $5,160 for continuation of the Commodity Supplemental Foods Program (CSFP) and the Seniors Farmers' Market Nutrition Program (SFMNP) from October 1, 2011, to September 30, 2016. These programs provide supplemental food products for approximately 200 low-income seniors in Gila County.

Recommendation

The Director of Health and Emergency Services recommends Board of Supervisors' approval and the Chairman's signature on IGA Contract No. ADHS12-010890 between the Arizona Department of Health Services and Gila County Division of Health & Emergency Services, to continue to provide the Commodity Supplemental Foods Program (CSFP) and Senior Farmers Market Nutrition Program (SFMNP) services to the residents of Gila County.
'

Suggested Motion

Approval of an Intergovernmental Agreement (Contract No. ADHS12-010890) between the Gila County Division of Health and Emergency Services (Nutrition Services Program) and the Arizona Department of Health Services in the amount of $5,160 for the continuation of the Commodities Supplemental Food Program (CSFP) / Senior Farmers' Market Nutrition Program (SFMNP) for the period October 1, 2011, to September 30, 2016.

Attachments

recorders cover page ADHS12-010890 CSFP&S

IGA Contract No ADHS12-010890 CSFP & SFMNP

approval as to form

When recorded deliver to
Marian Sheppard, BOS

IGA Contract No. ADHS12-010890

Between

Gila County Division of Health and Emergency Services

and

Arizona Department of Health Services

DO NOT REMOVE

This is part of the official document

When recorded deliver to
Marian Sheppard, BOS

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-010890

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: CSFP/SFMNP Program **Begin Date:** 10/1/11

Geographic Service Area: Arizona **Termination Date:** 9/30/16

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.**
- [ ] **Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.**
- [ ] **School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.**
- [ ] **City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.**
- [ ] **City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.**

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: Gila County Health Department

Address: 1400 East Ash

Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: URSULA DONOVAN

Phone: 928-402-8815

FAX No: 928-425-0794

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. 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.

Signature of Person Authorized to Sign Date

TOMMIE C MARTIN, CHAIRMAN, BOS
Print Name and Title

This Contract shall henceforth be referred to as Contract

No. ADHS12-010890 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona

Signed this _____ **day of** _____, **2011**

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Signature of Person Authorized to Sign Date

BRYAN CHAMBERS, Gila County Attorney
Print Name and Title

Attorney General Contract, No. PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

Signature **Date**
Assistant Attorney General: 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.

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be: (check one)

_____ Fixed Price
___X___ Cost Reimbursement
_____ Not to Exceed

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

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

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope

of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products

created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable

distribution of Material.

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

4.12 Scrutinized Businesses 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.

4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. **Costs and Payments**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor shall be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual

for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably

withhold approval.

7. **Risk and Liability**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, 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 performance of the Contract or use by the State of materials furnished by 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.

7.4 Force Majeure.

7.4.1 *Liability and Definition*. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions*. Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 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

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *Notice*. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 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 for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

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

9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **Contract Termination**

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

    15.1 Paid and Unpaid Personnel. The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

    15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

    If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

A. BACKGROUND

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Commodity Supplemental Food Program (CSFP) and the Senior Farmers Market Nutrition Program (SFMNP). Both USDA programs are discretionary, and each program provides a specific service.

The CSFP is a USDA nutrition program providing food commodities to low-income, nutritionally at-risk women, children up to age six (6) and persons sixty (60) years of age or older. The SFMNP is intended to increase consumption of locally grown fresh fruits and vegetables by providing SFMNP checks to a limited number of seniors participating in the CSFP to purchase these items directly from Growers at ADHS-approved Farmers' Markets. Currently, ADHS contracts with Agencies to provide both CSFP and SFMNP services such as nutrition education and instructions for FMNP check use, and adherence to an agreed upon distribution process.

B. OBJECTIVE

Contract with viable organizations that can become Program Contractors for either CSFP and SFMNP. A Contractor shall meet CSFP Program requirements and may additionally elect to provide SFMNP services within the five (5) year time period of this Contract. As such, a Contractor may provide CSFP Services only or CSFP and SFMNP services.

C. SCOPE OF SERVICES

CSFP

The Contractor shall perform all necessary work required to administer and provide CSFP services to eligible participants according to the Arizona CSFP Policies and Procedures Manual (CSFP PPM). These services include but are not limited to:

1. Identifying clients and offering program services;
2. Distributing information to participants;
3. Providing nutrition education services to participants;
4. Providing competent staff to perform certification and information on distribution procedures for food boxes, such as;
   - 4.1 Safeguarding;
   - 4.2 Warehousing;
   - 4.3 Distributing;
   - 4.4 Tracking, and
   - 4.5 Doing inventory of food ordered and distributed.
5. Documenting accurately all required information;
6. Providing administrative functions necessary for operation of the CSFP;
7. Preparing and submitting all required reports in accordance with this Contract; and
8. Compliance to all provisions of the CSFP PPM.

SFMNP

The Contractor shall perform all necessary work to administer SFMNP services to eligible participants according to the Arizona FMNP Policies and Procedures Manual (FMNP PPM). These services include, but are not limited to:

1. Identifying clients and offering program services;

2. Distributing information to participants;

3. Providing nutrition education services to participants;

4. Providing competent staff to perform certification and information on distribution procedures, such as;

   4.1 Safeguarding check stock and issuing checks;

   4.2 Documenting accurately all required information;

   4.3 Providing administrative functions necessary for the operation of the SFMNP; and

   4.4 Preparing and submitting all required reports in accordance with this Contract and adhering to all provisions of the FMNP PPM.

D. TASKS

1. Administration

The Contractor for CSFP Services shall:

1.1 Screen program applicants to determine eligibility of program participation in accordance with procedures described in the Arizona CSFP PPM;

1.2 Utilize the ADHS database system to certify CSFP participants;

1.3 Designate the appropriate food package for the Program Participant in accordance with the Arizona CSFP PPM, to include the following activities:

1.3.1 Provide required certification documents; and

1.3.2 Provide guidance as to location and times for pickup of monthly food boxes.

1.4 Provide CSFP participants with written information about available health and social services that the participant may be eligible, and make referrals as necessary;

1.5 Provide each program participant with information on Program rules, regulations, foods and food package use;

1.6 As needed, develop and submit for ADHS approval a Local Agency Policies and Procedures Manual if current policies and procedures deviate from the Arizona CSFP PPM;

1.7 Obtain Health Insurance Portability and Accountability Act (HIPAA) authorization from each affected program participant prior to the release of participant information to any Agency;

The Contractor for SFMNP Services shall:

1.8 Provide services to clients in accordance with the Arizona Farmers' Market Nutrition Program

Policies and Procedures Manual (FMNP PPM);

1.9 Utilize the AIM database system to identify eligible participants, offer the program, and issue SFMNP checks to eligible CSFP participants;

1.10 Treat FMNP checks as negotiable financial instruments. Contractor shall assume liability for the issuance of SFMNP checks assigned to the Contractor, and assume financial liability for any checks that cannot be accounted for and reconciled;

1.11 Submit a written request to the ADHS FMNP Program Manager for authorization to utilize a staff member to train and certify local growers. Grower training shall be conducted only by ADHS authorized individuals. Each request to conduct training shall be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Program Manager;

1.12 Provide other information as required for ADHS to administer the program in accordance with State and federal regulations; and

1.13 If additional funds become available and the Contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor shall choose whether or not to distribute the additional checks with no increase in the Contract budget.

2. Distribution

The Contractor for CSFP Services shall:

2.1 Distribute and document the issuance of the appropriate food boxes to participants.

The Contractor for SFMNP Services shall:

2.2 Distribute to participants a brief description of non-allowable and allowable items (Participant Information Guide and other information provided by ADHS) and the time period for check redemption;

2.3 Distribute information to participants regarding the location and hours of ADHS-approved Farmers' Markets;

2.4 Distribute information regarding approved Farmers' Markets (provided by ADHS) to participants and notify ADHS within five (5) working days of receipt, of any notification of change from an individual Farmers' Market;

2.5 Issue SFMNP checks to persons sixty (60) years of age or older who have been certified or waitlisted for CSFP and desire to participate in the program; and

2.6 Encourage and remind participants to visit the farmers' market to redeem checks.

3. Nutrition Education

The Contractor for CSFP Services shall:

3.1 Provide each CSFP adult program participant (or parent/caretaker for a child participant) with one (1) nutrition education contact in each six (6) month certification period that shall be documented in the participant's AIM database file;

3.2 For program participants sixty (60) years of age and older, one (1) nutrition education contact per twelve (12) month certification period shall be provided and documented;

3.3 Whenever possible, Arizona Nutrition Network (AZNN) materials and messages provided by ADHS shall be utilized by the Contractor to ensure common nutrition messages.

The Contractor for SFMNP Services shall:

3.4 Provide the participant with nutrition education and materials supplied by ADHS and information regarding the identification of seasonal market produce; and

3.5 Document the provision of the education according to the Arizona FMNP PPM.

4. Staffing

The Contractor for CSFP and/or SFMNP Services shall:

4.1 Designate an individual to serve as the CSFP and/or SFMNP Director/Manager for the Local Agency;

4.2 Provide the services of a Community Nutrition Worker(s) in numbers proportionate to the Local Agency's assigned caseload, to certify program participants for CSFP and issue SFMNP checks; and

4.3 Provide CSFP clerk(s) to perform administrative support tasks with CSFP clinics, at the option of the Contractor.

5. Training

The Contractor for CSFP and/or SFMNP Services shall:

5.1 Provide training to program staff and volunteers on the following subjects;

5.1.1 Program rules for CSFP and/or SFMNP;

5.1.2 CSFP commodities and food box composition;

5.1.3 Use of AIM database system for certifying program participants and recording of food box distribution;

5.1.4 As appropriate, ADHS Approved Farmers' Market locations;

5.1.5 As appropriate, issuance and education procedures for SFMNP checks; and

5.1.6 As appropriate, use of ADHS database system for issuing SFMNP checks.

5.2 On an annual basis provide program staff and volunteers with civil rights training in accordance with 7 CFR Part 247.

6. Data Collection

The Contractor for CSFP and/or SFMNP Services shall:

6.1 Collect and maintain program and participant demographic information. The following tools and tasks are required;

6.1.1 Utilize the hardware and software provided by ADHS to operate the CSFP and/or Seniors Farmers' Market module of the ADHS database system to certify and enroll program participants; and

6.1.2 Complete all data elements required in the ADHS database system as outlined in the Arizona CSFP and/or FMNP PPM.

7. Equipment Handling

The Contractor for CSFP and/or SFMNP Services shall:

7.1 Comply with the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs (AAPM) with respect to accountability for equipment purchased with ADHS provided funds;

7.2 Maintain a formal inventory listing or subsidiary record of all capital and non-capital equipment provided by ADHS or purchased by the Contractor with CSFP funds. The capital equipment (with a cost of $1,000.00 or more) listing shall include the following information;

7.2.1 Tag or identification number;

7.2.2 Description;

7.2.3 Purchase cost or fair market value on the date of donation;

7.2.4 Purchase or donation date;

7.2.5 Physical location; and

7.2.6 Date of disposal.

7.3 Provide appropriate maintenance and upkeep for all equipment purchased with CSFP funds. Services may be provided by internal Contractor staff or any authorized maintenance contract;

7.4 Obtain written permission from ADHS prior to expending CSFP funds to purchase capital equipment;

7.5 Obtain written permission from ADHS prior to purchasing automated data processing equipment with CSFP funds; and

7.6 Obtain specific written ADHS approval prior to the transfer or disposal of any equipment purchased with CSFP funds.

8. Administrative Requirement and Reports

The Contractor for CSFP and/or SFMNP Services shall:

8.1 Maintain CSFP and/or SFMNP files in accordance with Arizona CSFP/FMNP PPM guidelines. The following documentation records shall be maintained either as a paper file or in the AIM database:

8.1.1 Eligible participant files (active and inactive) (AIM database);

8.1.2 Number and type of counseling sessions provided to participants regarding their program abuse (paper);

8.1.3 Ineligible participant files and reason for ineligibility (paper);

8.1.4 Food packages authorized for the program participant (AIM);

8.1.5 Staff training files (paper);

8.1.6 Outreach files (paper);

8.1.7 Documentation of dual participation actions;

8.1.8 Waiting lists (when applicable) (AIM); and

8.1.9 Civil Rights file to include documentation and resolution of all civil rights complaints. Civil rights files shall include and provide the following:

8.1.9.1 Racial and Ethnic Participation forms (FNS-191); and

8.1.9.2 Data compilation, records maintenance, and reports submittals as required by USDA to permit effective enforcement of the non-discrimination laws.

9. Participant Requirements

CSFP Eligible Program Participant Requirements:

9.1 Pregnant women, breastfeeding women up to twelve (12) months postpartum, and non-breastfeeding women up to twelve (12) months postpartum whose household income does not exceed one hundred eighty-five percent (185%) of the current designated federal poverty guidelines and who reside in the service area of the Contractor;

9.2 Children one (1) year through five (5) years of age whose household income does not exceed one hundred eighty-five percent (185%) of the current designated federal poverty guidelines and who reside in the service area of the Contractor; and

9.3 Persons sixty (60) years of age or older, whose household income does not exceed one hundred and thirty percent (130%) of the current designated federal poverty guidelines and who reside in the service area of the Contractor.

SFMNP Program Participants:

9.4 CSFP participants sixty (60) years of age and older (Seniors).

E. CONTRACTOR REQUIREMENTS

1. The Contractor shall have computer systems that can access the AIM/HANDS ADHSdatabase system to become a CSFP Contractor; and

2. The Contractor shall be a **CSFP Agency** with existing access to the ADHS AIM/HANDS database system to become an SFMNP Contractor.

F. REFERENCE DOCUMENTS

1. Title 7 Code of Federal Regulations (CFR), Part 247- Commodity Supplemental Food Program – Available at www.gpoaccess.gov

2. Arizona Commodity Food Program Policy and Procedures Manual

3. Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs

4. Title 7 Code of Federal Regulations (CFR) Part 249 – Senior Farmers' Market Nutrition Program. Available at www.gpoaccess.gov

5. Arizona Farmers' Market Nutrition Program Policies and Procedures Manual

G. STATE PROVIDED TASKS/ITEMS

ADHS FMNP shall provide:

1. Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;
2. Arizona Commodity Supplemental Food Program Policies and Procedures Manual;
3. Accounting and Auditing Procedures Manual for Contractors of ADHS-Funded Programs;
4. Maintenance of ADHS Database System for CSFP staff as required;
5. Educational materials for participants;
6. Client/Participant Information Guide;
7. Information about approved farmers' market locations;
8. Monitoring of Farmers' Markets for compliance with regulations;
9. Periodic redemption reports for issued checks;
10. Formats for required reports;
11. An electronic Contractor's Expenditure Report (CER); and
12. ADHS Database system, currently referred to as AIM but shall be transiting to HANDS.

H. DELIVERABLES

The Contractor shall submit:

1. A monthly Contractor's Expenditure Report (CER) for each Program within three (3) weeks after the end of each month in which services were provided. Electronic format of the CER shall be provided;
2. Final CER, which reflects the Contractor's total incurred costs for the fiscal year. Due thirty (60) days after the end of the fiscal year;
3. Copies of any local polices or procedures for approval prior to implementation;

Additional Senior Farmers' Market Deliverables

4. Notification of ADHS FMNP Manager within five (5) working days of receipt of notification of change of hours or location of any Farmers' Market;
5. Written requests for authorization to utilize a Contractor staff member to train and certify local growers, as needed; and
6. All other reports as required in the Arizona FMNP Policies and Procedures Manual.

I. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES

1. Notices, Correspondence and Reports and CERs concerning CSFP from the Contractor to ADHS shall be sent to:

   CSFP Manager
   Arizona Department of Health Services
   150 N. 18th Avenue, Suite 310
   Phoenix, Arizona 85007

2. Notices, Correspondence and Reports and CERs concerning SFMNP from the Contractor to ADHS shall be sent to:

   FMNP Manager
   Arizona Department of Health Services
   150 N. 18th Avenue, Suite 310
   Phoenix, Arizona 85007

3. Notices, correspondence, reports and payments from ADHS to Contractor shall be sent to:

   Name: GILA COUNTY DIVISION OF HEALTH + EMERGENCY SERVICES

   Attention: Jeandean Sartain

   Address: 5515 S APACHE AVE, SUITE 100

   City: GLOBE

   State and ZIP: AZ 85501

   Phone: 928-402-8802

   Email: jsartain@co.gila.az.us

Agency Name: Gila County

PRICE SHEET

Effective 10/1/11

Cost Reimbursement Line Item Budget

CSFP Services

Account Classification	Amount
Personnel	$2,950
Employee Related Expenses	$964
Professional & Outside Services	$0
Travel Expense	$600
Occupancy Expenses	$0
Other Operating Expenses	$100
Capital Expenditures	$0
Indirect Cost	$0
Total	**$5,160**

Senior Farmer's Market Nutrition Program Services
Effective 3/1/12

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC SFMNP Check Issuance	$1.25	WIC Participant	AS NEEDED

LINE ITEM BUDGET TRANSFERS

Upon receipt of written authorization from the ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the Total Budgeted Amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract Amendment.

ARF-879 **Consent Agenda Item 4- C**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For:	Michael O'Driscoll	Submitted By:	Debra Williams, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Emergency Services
Fiscal Year:	CoFY2012	Budgeted?:	No
Contract Dates Begin & End:	10/01/2010 thru 12/31/2011	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Amendment No. 1 to Subgrantee Agreement No. 10-AZDOHS-HSGP-777304-01

Background Information

A Homeland Security award and Subgrantee Agreement No. 10-AZDOHS-HSGP-777304-01 between the Arizona Department of Homeland Security (AZDOHS) and the Gila County Division of Health and Emergency Services was originally accepted by the Board of Supervisors on November 16, 2010, for grant performance period October 1, 2010, through September 30, 2011.

Evaluation

This grant provides $14,000 for the purchase of 2 storage units and 2 generators that will house emergency response supplies and equipment.

Conclusion

An extension request was made due to a change in the proposed location of the storage units, necessitating a revision to the Environmental and Historic Preservation (EHP) memo required by the grant award. The original location was identified as the County Fairgrounds, and the new location is now the Russell Gulch Landfill. The EHP revision has been approved by AZDOHS.

Recommendation

The Director of Health & Emergency Services recommends Board of Supervisors' approval for the Chairman's signature on Amendment No. 1 to Subgrantee Agreement No. 10-AZDOHS-HSGP-777304-01 between the Arizona Department of Homeland Security and the Gila County Department of Emergency Management changing the grant performance period to October 1, 2010, to December 31, 2011.

Suggested Motion

Approval of the Chairman's signature on Amendment No. 1 to Subgrantee Agreement No. 10-AZDOHS-HSGP-777304-01 between the Arizona Department of Homeland Security and the Gila County Department of Emergency Management changing the grant performance period to October 1, 2010, through December 31, 2011.

Attachments

Amendment #1

Approval as to form

Original Agreement

OrigAgreementSig Page

SUBGRANTEE AGREEMENT Amendment #1
10-AZDOHS-HSGP-#777304-01
Between
The Arizona Department of Homeland Security
And
Gila County Division of Health and Emergency Services

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

Pursuant to Section XII of the subgrantee Agreement between the Arizona Department of Homeland Security and the subgrantee the following section of the above referenced Subgrantee Agreement is hereby amended as follows to extend the period of performance.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2011.

SHALL BE CHANGED TO READ:

This Agreement shall become effective on October 1, 2010 and **shall terminate on December 31, 2011.**

All other terms of the original Subgrantee Agreement remain effective.

In Witness Whereof, the parties have set their hands to this AMENDMENT as of the day and year herein indicated and agree that all parties are obligated to follow all terms and conditions of the original subgrantee agreement and are liable for all funds received by the AZDOHS.

IN WITNESS WHEREOF

The parties hereto agree to execute this Amendment.

FOR AND BEHALF OF THE	**FOR AND BEHALF OF THE**
Gila County Div of Health/Emerg Services	Arizona Department of Homeland Security
_____	_____
Tommie C. Martin	Gilbert M. Orrantia
Chairman, Gila County Board of Supervisors	Director
_____	_____
Enter Date above	Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Any unauthorized changes to this document will result in termination of this award.

SUBGRANTEE AGREEMENT

10-AZDOHS-HSGP-_____

Enter Grant Agreement Number above (e.g., 777xxx-xx)

Between

The Arizona Department of Homeland Security
And

_____

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

_____

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2011. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

"_____"

Enter Title of Application

and funded at **$**_____ (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to **$**_____ to the subrecipient for services provided under Paragraph III.

Enter Funded Amount above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.
OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST
The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with substantially with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training
The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.

c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form.

All reports shall be submitted to the contact person as described in Paragraph XXXVIII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option, may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement

on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns 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 subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, 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.

XXXIII. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name above

Enter Agency Name above

Enter Street Address

Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name above

Authorized Signature above

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Director Matt Bolinger
Enter Title, First & Last Name above
Gila County Division of Emergency Management
Enter Agency Name above
5515 S. Apache Ave., Ste 400
Enter Street Address
Globe, AZ 85501
Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Gila County Division of Emergency Manag
Enter Agency Name above

Michael A. Pastor
Authorized Signature above

Michael A. Pastor, Chairman
Print Name & Title above

Gila County Board of Supervisors

11/16/10
Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

12/21/10
Date

Approved As To Form

Bryan B. Chambers
Chief Deputy Gila County Attorney

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

ARF-875 **Consent Agenda Item 4- D**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For: Linda Eastlick Submitted By: David Rogers, Elections Department

Department: Elections Department

Presenter's Name:

Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Republican Committee

Background Information

ARS 16-821(B) provides if a vacancy exists in the office of precinct committeeman, the vacancy shall be filled by the Board of Supervisors from a list of names submitted by the County Chairman of the appropriate political party.

Evaluation

Four new individuals have been submitted by the Gila County Republican Committee Chair for appointment to the office of precinct committeeman. Per statute, the Board of Supervisors has the authority to make these appointments.

Conclusion

The Republican Party has submitted Madra Bernard, John D. Bailey, William D. Powers and Wanda P. Randall for appointment by the Board of Supervisors.

Recommendation

The Director of Elections recommends the Board of Supervisors approve the appointments as submitted by the Gila County Republican Committee.

Suggested Motion

Approval of the appointments of the following precinct committeemen as submitted by the Gila County Republican Committee: Tonto Basin Precinct - Madra Bernard; Payson 3 Precinct - John D. Bailey; Payson 5 Precinct - William D. Powers; and Payson 8 Precinct - Wanda P. Randall.

Attachments

Republican PC's October 2011

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint

MADRA BERNARD, (Name on Voter Registration)

a duly qualified Republican elector residing at

P.O. BOX 752 TONTO BASIN AZ 85553
Address City State Zip

928-479-2925
Home Phone Work Phone Cell Phone

Same MADRAAZ@HOTMAIL.COM
Fax Email

as a Republican Precinct Committeeman in Gila County for the

PRECINCT of TONTO BASIN CODE Number _____

to fill a vacancy in the same Precinct because:

X Legal vacancy has not been filled.

_____ Resignation of _____

_____ Death of _____

RESPECTFULLY SUBMITTED

Party Chairman

8/29/11
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the **Gila County Republican Committee.**

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed: Madra Bernard Date: 8-29-2011

Voter Identification Number: 6 8 8 5 6

form 8-17-11

GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT

TO: Jeff Loyd
610 E. Tahoe Vista
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on N.R. (Date)

John Douglas Bailey (LIST NAME AS YOU ARE REGISTERED) a duly qualified Republican elector residing

At: 908 SUNDANCE CIR. (Address) PAYSON (City) AZ (State) 85541 (Zip)

928-472-7757 (Home Phone) — (Work Phone) — (Cell Phone)

— (Fax) — (Email)

Was elected a Precinct Committee Person in Gila County, PRECINCT 3 CODE Number _____ to fill a vacancy in the same Precinct because of:

X A legal vacancy has not been filled.

_____ Resignation of _____

_____ Death of _____

RESPECTFULLY SUBMITTED, [signature] 9/7/11 (Party Chair)

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed John Douglas Bailey Date 9/3/11

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

Please be advised that at a duly constituted meeting of the Gila County Republican Committee held on 8-6-11 (Date), William Dollar Powers (Name on Voter Registration) AKA Wm. D. Powers

a duly qualified Republican elector residing at 1316 N. Woodland Dr. Payson, AZ 85541-3246
Address City State Zip

928-474-4000
Home Phone Work Phone Cell Phone

Fax Email

was appointed a Precinct Committeeman in Gila County for the

PRECINCT of 245.B Payson 5 CODE Number 245.B

to fill a vacancy in the same Precinct because:

X Legal vacancy has not been filled.

____ Resignation of _____

____ Death of _____

RESPECTFULLY SUBMITTED

[signature] 8/12/11
Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the **Gila County Republican Committee.**

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

Signed: [signature] Date: 8-6-11

Voter Identification Number: 04000033393

form 4-27-11

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

Please be advised that at a duly constituted meeting of the Gila County Republican Committee held on 8/6/11 (Date), Wanda Petersen Randall (Name on Voter Registration)

a duly qualified Republican elector residing at

1905 W. Fairway Payson AZ 85541
Address City State Zip

928-468-0123 928-468-6655 602-510-6958
Home Phone Work Phone Cell Phone

928-468-1210 WRANDALL@HCNA-LLC.com
Fax Email

was appointed a Precinct Committeeman in Gila County for the

PRECINCT of 8 CODE Number 243.D

to fill a vacancy in the same Precinct because:

X Legal vacancy has not been filled.

____ Resignation of _____

____ Death of _____

RESPECTFULLY SUBMITTED

[signature] 8/6/11
Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona and the **Gila County Republican Committee.**

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Republican Party.

X Signed: Wanda Randall Date: 8/6/11

(Voter Identification Number: 4000 33200

form 4-27-11

ARF-876 **Consent Agenda Item 4- E**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For: Linda Eastlick Submitted By: David Rogers, Elections Department

Department: Elections Department

Presenter's Name:

Information

Request/Subject

Beaver Valley Fire District Governing Board resignation and appointment

Background Information

ARS 48-803(B) provides that if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member.

Evaluation

At the Beaver Valley Fire District Governing Board meeting of July 9, 2011, the Governing Board accepted the resignation of Sam Baker effective July 9, 2011. At the Beaver Valley Fire District Governing Board meeting of August 13, 2011, the Governing Board agreed that Joyce Lynch shall be appointed to complete Mr. Baker's term of office which expires November 30, 2014.

Conclusion

Ms. Lynch has agreed to serve out the term of Mr. Baker.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the resignation of Sam Baker and the appointment of Joyce Lynch as the new Governing Board member for the Beaver Valley Fire District.

Suggested Motion

Acknowledgment of the resignation of Mr. Sam Baker from the Beaver Valley Fire District Governing Board effective July 9, 2011, and the appointment of Ms. Joyce Lynch to complete the term of Mr. Baker, which expires November 30, 2014.

Attachments

ARS 48-803

Beaver Valley FD resignation-mtg minutes-oath

48-803. District administered by a district board

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk.

F. Of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

TO: The BVFD Board and Fire Chief 7/9/11

From: Sam Baker

Subject: Resignation of Sam Baker from the BVFD Board

Gentlemen,

I hereby submit my resignation from the BVFD Board effective July 9, 2011. My wife and I have been actively supported and participated in the BVIA, the BVFD & the BVDWID since we purchased property in BV in 1984. My wife and I have donated a tremendous amount of time and a lot of money. I will continue encouraging residents to participate.

Volunteer assignments are taking too much time away from my business activities.

I have some points and recommendations to put before the Board, the Fire Chief and the BVFD Administrator.

1) Effective management of an organization is accomplished thru many management techniques including efficient application of intellectual, time and dollar resources made possible by having procedures and policies. Having simple and proven procedures for every key process or operation, that people are trained to follow and that are revised as required, makes the organization efficient and able to easily accommodate personnel change.

I noticed several years ago the lack of fundamental procedures and business management skills. Helping with equipment made this even more apparent. Becoming a member of the Board and then Chair made this observation **even more** apparent. Previous personnel have refused to fully understand their responsibilities, authority and limits of authority. Some even refused to follow procedures.

2) Recommendations: A. Accept that you can only improve performance if you approach every situation with an open mind. B. Have simple job descriptions, authority and responsibility guidelines, policies and procedures in place and follow them so everyone conducting BVFD business knows what to do, when and how. Continue generating procedures.

3) The number one responsibility of the Board is financial management of district taxpayers' money. Improved preparation by Board members, the Chief and the Administrator to address agenda items would make these meetings shorter and more productive. Paid employees should consider trying to make the Board's decision process as easy as possible.

4) The conduct of the special district board business is governed by Arizona Revised Statutes. Know them and abide by them. You will find law instructions in ARS on line, in the BVFD By-Laws and in the AFDA Handbook (not always current).

You provide a critical service to your community. Do it professionally with dedication and resolve. Good Luck. I've had fun and thanks for putting up with me.

BEAVER VALLEY FIRE DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
ON JULY 9, 2011
FINAL

1. CALL TO ORDER: Meeting was called to order at 9:00 a.m.
2. ROLL CALL OF FIRE BOARD MEMBERS: Keith Friend, Chairman, Sam Baker, Ned Jolly, Dick Harpster. Absent was Lee Wright.
NON-BOARD MEMBERS: Chief Mike Williamson, Becky Friend and Bob Hudon.
3. CHAIRMAN COMMENTS: None.
4. APPROVAL OF MINUTES:
A. The board reviewed the 06/11/2011 minutes. Sam Baker motioned to accept the minutes as written, Dick Harpster seconded the motion and the vote was unanimous.
5. SCHEDULED PUBLIC APPEARANCES: None.
6. UNSCHEDULED PUBLIC APPEARANCES:
A. CALL TO THE PUBLIC: Bob Hudon was given the floor. Bob is currently hauling the brush trailer once a week. He has run into problems with lumber and plastic bags being in the trailer, which is not allowed by the brush pits and causes him great time and effort to remove these items and implored the board to post signs to let residents know this is not allowed, or he will no longer be willing to haul the brush trailer. Discussion was held regarding various ways of handling this issue. The Board assured Bob signs will become priority and will be placed as soon as possible.
7. REPORTS AND CORRESPONDENCE:
A. FIRE CHIEF REPORT: This month's Fire Chief Report is on file at the BVFD administrative office for review and copying as requested.
B. JUNE FINANCIAL REPORTS APPROVAL: Financial reports were reviewed. The Board also reviewed a profit and loss statement generated by QuickBooks that shows all categories and subcategories of chart of accounts that disbursements were made from. Much discussion was held regarding actual versus budget, particularly in regards to Salaries and Wages. After discussion and questions being answered by Becky in regards to last year's actual and this year's budget, Mr. Baker suggested there may be a problem with this year's budget. Mr. Baker would also like to give a seminar for board members regarding Chart of Accounts and QuickBooks which is further discussed below. Dick Harpster motioned to accept the bank reconciliation reports and financial report for 06/30/2011, Ned Jolly seconded the motion and the vote was unanimous.
C. CORRESPONDENCE FROM S. BAKER: Mr. Baker read and submitted his letter of resignation to the Board, effective 07/09/2011, a copy of which is on file in the office.
D. CORRESPONDENCE FROM CINDY ELBERT INSURANCE: Chief Williamson submitted to the board the aforementioned correspondence re workers comp insurance. The Board instructed Becky to make copies of all members to look into this further, as a possible alternative to SCF.
8. DISCUSSIONS AND POSSIBLE ACTION CALENDAR:
A. REPLACEMENT FIRE ENGINE: Keith reported we have the loan contract from Zion's Bank, we are awaiting the final approval from County Attorney passing on the paperwork, at which time the completed package will be forwarded to Zion's Bank. After discussion, a motion was made by Sam Baker that the board approve the board chairman and the board clerk sign all said loan documents, that the board also reapprove the expenditure of $67,500 for the fire engine, that the total loan amount be $47,500 after $20,000 from reserve funds, Dick Harpster seconded the motion and the vote was unanimous.
B. DRAFT ANNUAL BVFD BUDGET PROCEDURE: Sam presented a draft BVFD Budget Procedure to be put in place. Sam Baker made a motion to accept the procedure dated 6/11/2011, Dick Harpster seconded the motion and the vote was unanimous.
C. ELECTION FORMS STATUS: The remaining form needed is the oath of office for Sam Baker. Sam advised the board that would not be forthcoming, that the prior form on file should be sufficient.
D. SCF: This discussion was tabled until next month. Chief Williamson and Becky will continue to work on clarifying the numbers for 2009/2010 for the board. The board instructed that all further bills from SCF be held until this is clarified.
E. UPCOMING BVFD FINANCIAL MANAGEMENT SEMINAR: Sam Baker has offered to present a seminar to the BVFD board members and whoever else would like to attend, to cover Chart of Accounts and QuickBooks, etc, in managing the District's finances, a draft agenda of which was provided to the board members. A tentative date of 7/23/2011 was set, Chief Williamson will check his schedule, and all parties will be notified once this date is set.
F. GENERATOR DONATION: Chief Williamson advised the board Gila County has offered to donate a generator to BVFD with the only cost to BVFD being that of providing the pad for the generator. Chief Williamson will take on the job of finding materials and volunteers to do this.
9. BOARD MEMBER COMMENTS: Keith thanked Sam for his years of valuable service to BVFD.
A. BUSINESS FOR NEXT MEETING: SCF, Fire Warning Signs for entrance into Beaver Valley, Signs for Brush Trailer.
10. ADJOURNMENT: The meeting was adjourned by Keith Friend at 10:24 a.m. Next scheduled meeting is AUGUST 13, 2011 at 9 a.m.

Prepared by: Becky Friend 07/12/2011

8/13/2011

BEAVER VALLEY FIRE DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
ON AUGUST 13, 2011
FINAL

1. CALL TO ORDER: Meeting was called to order at 9:00 a.m.
2. ROLL CALL OF FIRE BOARD MEMBERS: Keith Friend, Chairman, Ned Jolly, Dick Harpster, Lee Wright.
NON-BOARD MEMBERS: Chief Mike Williamson, Becky Friend, Administrative Assistant, and Joyce Lynch.
3. CHAIRMAN COMMENTS: None.
4. APPROVAL OF MINUTES:
A. The board reviewed the 07/09/2011 minutes. Dick Harpster motioned to accept the minutes as written, Lee Wright seconded the motion and the vote was unanimous.
5. SCHEDULED PUBLIC APPEARANCES: None.
6. UNSCHEDULED PUBLIC APPEARANCES:
A. CALL TO THE PUBLIC: Joyce Lynch was given the floor. Ms. Lynch expressed interest in the open board seat. She gave background information to the board regarding her qualifications. The board members asked questions and thanked her for her interest.
7. REPORTS AND CORRESPONDENCE:
A. FIRE CHIEF REPORT: This month's Fire Chief Report is on file at the BVFD administrative office for review and copying as requested. It was reported to the board that Mike Daveron has submitted an invoice to BVFD for driving and manning the Water Tender to and at the Wallow Fire. Discussion was held amongst the board and Chief Williamson as to the amount of the invoice and Mr. Daveron's concern that it be paid soon. After much discussion, a motion was made by D. Harpster that the board give the Chief authority to pay as he sees is due to the individuals on the Wallow Fire, with a set max, used to negotiate pay for individuals on the fire based on ability and expertise, and pay accordingly. L. Wright seconded. Additional discussion was held, vote was called and the vote was unanimous, the motion was carried. The board further discussed it appears we need procedures in place for proper management of the water tender and compensation therefore. The board and the Chief will work on this.
B. JULY FINANCIAL REPORTS APPROVAL: Financial reports were reviewed. Questions were asked of Chief Williamson and Becky which were answered to the board's satisfaction. Discussion was held regarding how the money from the State for the Wallow Fire would be tracked in QuickBooks. It was understood the accountant would be consulted when the money is received, which may be several months. Dick Harpster motioned to accept the bank reconciliation reports and financial report for 07/09/2011, Ned Jolly seconded the motion and the vote was unanimous.
8. DISCUSSIONS AND POSSIBLE ACTION CALENDAR:
A. SCF: Chief Williamson reported to the board the current status on SCF, explaining the discrepancy in how different fire districts are being billed for Worker's Comp Ins and it's impact on what we are paying. A draft letter was presented to the board to be sent to SCF, demanding that we be billed in a manner consistent with other fire districts in our area. After much discussion on this matter, as well as the fact the board had previously instructed that the current bill for 2011/2012 not be paid until this matter is settled and that the 2010/2011 SCF audit also be held, N. Jolly made a motion to pay the $179.54 currently due to SCF to avoid cancellation of the Worker's Comp policy, Dick Harpster seconded the motion and the vote was unanimous, the motion was carried. Chief Williamson was also instructed to complete the policy audit that is currently due using the method of volunteer participation each month. Each board member signed the letter the chief had prepared and instructed that it be mailed to SCF.
B. PENSION TRUSTEES REPORT: The administrative assistant reported that the pension account is current through 1st quarter 2011 and that as the second quarter and year-end reports are prepared by the accountant, the pension account will be brought current through that date. Becky passed out to each board member a copy of the Board of Trustees Bylaws for the pension account and it was agreed this would be gone over in more detail next month.
C. BOARD MEMBER REPLACEMENT: The board discussed Joyce Lynch's interest in joining the board. It was explained to Ms. Lynch what the board is responsible for and what would be expected. All questions of Ms. Lynch were answered by the board. A motion was made by L. Wright to appoint Ms. Lynch to the board to replace the seat vacated by Mr. Baker at last month's meeting. D. Harpster seconded the motion. Discussion was held, the vote was called and was unanimous, motion was carried.
D. VFIS INSURANCE RENEWAL: K. Friend advised the board it is time to renew the VFIS policy. Discussion was held regarding this policy year's premium, the next closest quote and it was decided to continue the VFIS policy through Mahoney Group.
9. BOARD MEMBER COMMENTS: The board commented on the need to work on the volunteer base in Beaver Valley. Discussion was held with Chief Williamson on some thoughts on doing this. Chief told the board what he had planned. This will be discussed further at next month's meeting. Keith welcomed Joyce to the board.
A. BUSINESS FOR NEXT MEETING: Pension Plan Trustees meeting, SCF status, volunteer status, policy and procedure for management of the water tender.
10. ADJOURNMENT: The meeting was adjourned by Keith Friend at 10:34 a.m. Next scheduled meeting is SEPTEMBER 10, 2011 at 9 a.m.

Prepared by: Becky Friend 08/15/2011 Revised by: Keith Friend 08/15/2011

9-10-11

LOYALTY OATH OF OFFICE

STATE OF ARIZONA)
: ss.
COUNTY OF GILA)

I, hereby do solemnly swear that I, Joyce Lynch, will support the Constitution of the United States and the Constitution and Laws of the State of Arizona; that I will bear true faith and allegiance to the same and defend them against all enemies whatsoever, foreign and domestic, and that I will faithfully and impartially discharge the duties of governing board member of the Beaver Valley Fire District, county of Gila, state of Arizona, so help me God.

Joyce Lynch
Signature

Subscribed and sworn to before me this 24 day of Aug, 2011.

MADONNA GROMACKI
NOTARY PUBLIC - ARIZONA
GILA COUNTY
My Commission Expires
October 14, 2014

Madonna Gromacki
Notary Public

My Commission Expires:

10-14-2014

ARF-878 **Consent Agenda Item 4- F**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For: Linda Eastlick Submitted By: David Rogers, Elections Department

Department: Elections Department

Presenter's Name:

Information

Request/Subject

Houston Mesa Fire District Governing Board resignations and appointments

Background Information

ARS 48-803(B) provides that if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member.

Evaluation

At the Houston Mesa Fire District Governing Board meeting of February 22, 2011, the Governing Board accepted the resignation of Edgar Armer and Ginny Ennen, and agreed that Dick Sizemore be appointed to complete Mr. Armer's term of office which expires November 30, 2014, and agreed that Jeanne Schoonover be appointed to complete Ms. Ennen's term of office which expires November 30, 2012.

Conclusion

Mr. Sizemore has agreed to serve out the term of Mr. Armer and Ms. Schoonover has agreed to serve out the term of Ms. Ennen.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the resignations of Edgar Armer and Ginny Ennen and the appointments of Dick Sizemore and Jeanne Schoonover as the new Governing Board members for the Houston Mesa Fire District.

Suggested Motion

Acknowledgment of the resignations of Mr. Edgar Armer and Ms. Ginny Ennen from the Houston Mesa Fire District Governing Board and the appointments of Mr. Dick Sizemore to complete the term of Mr. Armer, which expires November 30, 2014, and Ms. Jeanne Schoonover to complete the term of Ms. Ennen, which expires November 30, 2012.

Attachments

ARS 48-803

Houston Mesa FD resignations-mtg minutes-oaths

48-803. District administered by a district board

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk.

F. Of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

The Board of The Houston Mesa Fire Department
And the People of the Houston Mesa Area

It is with great sorrow that I must resign my position as a board member of the Houston Mesa Fire Board.

Health problems have made it that I must now take time for myself and my family.

I have enjoyed being a board member and because of the great board I have learned a lot. I will still be around and if I can be of any help feel free to call.

Edgar A. Armer

Edgar (Eddie) Armer
June 14,2010

January 14, 2011

Dear Houston Mesa Fire District Board Of Directors;

I am giving you a letter of resignation and I want it to make it effective immediately. I think I have done all I can for my community and the Fire Department. I am sorry to give you such a short notice, but I feel like I cannot help out any more.

Sincerely,

Ginny Ennen

Received 8/11/11 e-mail 2011-0222-special-minutes

NOTICE OF MEETING
HOUSTON MESA FIRE DISTRICT

SPECIAL MEETING Minutes
February 22, 2011

1. **CALL TO ORDER** at 11:04m at El Caballo Community Club Payson, AZ 85541.

The meeting was moved from the fire house to the El Caballo Community Club due to the lack of room at the fire house. A notice was posted on the fire house door indicating the meeting was moved next door to the El Caballo Club.

Chairperson Webster called the Fire Board Regular Monthly Meeting to order on Tuesday February 22, 2011 at 11:04am at the El Caballo Community Club, Payson, Arizona.

2. **ROLL CALL OF BOARD MEMBERS**

Members Present:	Chairperson Lori Webster, Clerk/Treasurer Kathy Whitton-Grzanka and Member Randy Norman. With three members being a quorum, a quorum was present.
Members Absent:	There are two vacant Board positions.
Public:	Jeanne Shoonover and Dick Sizemore.

3. **OLD BUSINESS**
   a. **Discussion and possible action to approve a candidate for the Fire Chief position.** The board shall review, discuss and possibly approve a candidate for the open Fire Chief position. Upon approval of a candidate, the board shall make a formal proposal to the candidate.

Action Taken: Vote to approve a candidate for the open Fire Chief position, For, Against, or Table.

Chairperson Webster stated that the three candidates that were initially interviewed by the board were interviewed again by Payson Fire Chief DeMasi, where she and Member Norman were also present. Chief DeMasi felt all three candidates were qualified for the position of Fire Chief, and did indicate that he knew candidate Mark Essary who had a proven record of accomplishments. The board decided to rate the three candidates in 15 different categories. After a lengthy discussion Member Norman made a motion to appoint candidate Mark Essary as Fire Chief pending the results of a background/credit check. The motion was seconded by Clerk/Treasurer Whitton-Grzanka. Motion approved 3-0.

Chairperson Webster will prepare an employment contract and contact Mark Essary, as well as the other candidates.

AYES: Chairperson Webster, Clerk/Treasurer Whitton-Grzanka and Member Norman.

NAYS: None.

MOTION CARRIED.

4. **NEW BUSINESS**
   a. **Discussion and possible action to appoint Jeanne Schoonover as an interim fire board member.** The board shall review, discuss and possibly approve a Jeanne Schoonover as an interim board member to replace Ginny Ennen.

Action Taken: Vote to appoint Jeanne Schoonover to the fire board, For, Against, or Table.

Chairperson Webster asked Jeanne Schoonover if she was still willing to be a member of the fire board. Jeanne Schoonover replied that she did. Member Norman made a motion to appoint Jeanne Schoonover as an interim fire board member, which was seconded by Chairperson Webster. Motion approved 3-0.

AYES: Chairperson Webster, Clerk/Treasurer Whitton-Grzanka and Member Norman.

NAYS: None.

MOTION CARRIED.

Chairperson Webster administered the Oath of Office to Jeanne Schoonover and indicated that notarized signed document must be returned to her within 24 hours.

b. Discussion and possible action to appoint Dick Sizemore as an interim fire board member. The board shall review, discuss and possibly approve a Dick Sizemore as an interim board member to replace Eddie Armer.

Action Taken: Vote to appoint Dick Sizemore to the fire board, For, Against, or Table.

Chairperson Webster asked Dick Sizemore if he was still willing to be a member of the fire board. Dick Sizemore replied that he did. Clerk/Treasurer Whitton-Grzanka made a motion to appoint Dick Sizemore as an interim fire board member, which was seconded by Member Norman. Motion approved 3-0.

AYES: Chairperson Webster, Clerk/Treasurer Whitton-Grzanka and Member Norman.

NAYS: None.

MOTION CARRIED.

Chairperson Webster administered the Oath of Office to Dick Sizemore and indicated that notarized signed document must be returned to her within 24 hours.

5. CALL TO THE PUBLIC

Consideration and discussion of comments and complaints from the public. Those wishing to address the Houston Mesa Fire District Board need not request permission in advance. The Fire District Board is not permitted to discuss or take action on any item raised in the call to the public. However, individual Board Members may be permitted to respond to criticism directed to them. Otherwise, the Board may direct that staff review the matter or that the matter be placed on a future agenda. The Fire District Board cannot discuss or take legal action on any issues raised during the Call to the Public due to restrictions of the Open Meeting Law.

5. ADJOURNMENT

There being no further business on the agenda, the meeting was adjourned by Chairperson Webster at 12:25 PM.

Under the provisions of the Americans with Disabilities Act, the Houston Mesa Fire District will make every effort to accommodate persons with disabilities. Please contact the HMFD office at 928.472.7908 prior to the scheduled meeting time.

Prepared by Board Clerk Kathy Whitton-Grzanka on 02/24/2011

Kathy Whitton-Grzanka, Clerk of the Board

File Number #

Official Use Only
Do not write or staple in this space

LOYALTY OATH OF OFFICE

Please read Arizona Revised Statutes on reverse side of this form.

State of Arizona)
County of Gila)

I Richard Sizemore do solemnly swear (or affirm) that
(type or print name)

I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of Houston Mesa Fire District Fire Board according to the best of my ability, so help me God (or so I do affirm).
(name of office)

Richard Sizemore
(signature of officer or employee)

September 15, 2011
(date of signing)

State of Arizona)
County of Gila)

Subscribed and sworn (or affirmed) before me this 15 day of Sept, 2011.

(seal)

KLAY M CLAWSON
Notary Public - Arizona
Gila County
My Commission Expires
September 19, 2014

Klay M Cl
Notary Public

~~Filed in the Office of the Secretary of State on _____ at _____, ___M.~~ N/A

~~KEN BENNETT, Secretary of State~~

FILED
GILA COUNTY ELECTIONS
2011 SEP 21 AM 8:50

SOSFORM:ADMINAPPT032608

File Number #

Official Use Only
Do not write or staple in this space

LOYALTY OATH OF OFFICE

Please read Arizona Revised Statutes on reverse side of this form.

State of Arizona)
County of Gila)

I Jeanne Schoonover do solemnly swear (or affirm) that
(type or print name)

I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of Houston Mesa Fire District Fire Board according to the best of my ability, so help me God (or so I do affirm).
(name of office)

Jeanne Schoonover
(signature of officer or employee)

09/15/11
(date of signing)

State of Arizona)
County of Gila)

Subscribed and sworn (or affirmed) before me this 15 day of September, 2011.

(seal)

JOANNA PLUES
NOTARY PUBLIC - ARIZONA
GILA COUNTY
My Commission Expires
February 10, 2013

Notary Public

~~Filed in the Office of the Secretary of State on _____ at _____, ___M.~~ N/A JE

~~KEN BENNETT, Secretary of State~~

FILED
GILA COUNTY ELECTIONS
2011 SEP 21 AM 8:50

SOSFORM:ADMINAPPT032608

ARF-892 **Consent Agenda Item 4- G**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For: Steve Stratton Submitted By: Diana Jones, Finance Department

Department: Public Works Division Division: Administration

Presenter's Name:

Information

Request/Subject

Amendment No. 3 to Contract No. R016-10-21 with the Governor's Office of Energy Policy.

Background Information

The original contract No. R016-10-21 in the amount of $193,053.72, was approved by the Board of Supervisors on February 9, 2010, between the Arizona Department of Commerce Energy Office and Gila County. This grant is the Arizona balance of the State Energy Efficiency Block Grant (EECBG) Program which is a portion of the American Recovery and Reinvestment Act (ARRA).

With the Governor's readjustment of the Department of Commerce, the Energy Office became the Governor's Office of Energy Policy.

The first amendment was a contract extension from June 30, 2011, to September 30, 2011, and the second amendment was the agency change from Commerce to the Governor's Office.

Evaluation

The projects proposed in this grant will increase energy efficiency, and reduce energy use and fossil fuel emissions within Gila County.

Conclusion

Amendment No. 3 to Contract No. R016-10-21 with the Governor's Office of Energy Policy will provide for a performance period extension through December 31, 2011, allowing time for completion of proposed projects.

Recommendation

The Public Works staff recommends that the Gila County Board of Supervisors approve Amendment No. 3 to Contract No. R016-10-21 with the Governor's Office of Energy Policy for an extension of time to complete the projects.

Suggested Motion

Approval of Amendment No. 3 to Contract No. R016-10-21 with the Governor's Office of Energy Policy to extend the contract termination date from September 30, 2011, to December 30, 2011.

Attachments

amendment 3

amendment 2

amendment 1
Contract R016-10-21
Approval as to form

Contract Amendment

Gila County
1400 Ash St
Globe, AZ 85501-1483
Attn: Diana Jones

Contract No.: 016-10-21

Amendment No.: **3**

GOVERNOR'S
OFFICE OF ENERGY POLICY

1700 W. Washington, Suite 220
Phoenix, Arizona 85007

This contract is amended as follows:

1. In accordance with the contract Special Terms and Conditions, paragraph 1. Term of the Contract, the term of this contract is extended to December 31, 2011.

2. The contractor must submit a detailed timeline that includes the dates of project solicitation, pre-bid, pre-construction and project ending for each EECBG activity.

3. Contractors must provide bi-weekly email status reports to the EECBG Program Manager.

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

VENDOR HEREBY ACKNOWLEGES RECIEPT AND UNDERSTAND OF THE ABOVE ADMENDMENT:	THE ABOVE REFERENCED AMENDMENT IS HEREBY EXECUTED ON BEHALF OF THE GOVERNOR'S OFFICE OF ENERGY BY:
SIGNATURE DATE	SIGNATURE DATE
Tommie C. Martin, Chairman **Gila County Board of Supervisors**	LEISA BRUG, DIRECTOR Or Authorized Signatory

Contract Amendment

Contractor Name and Address:

Contract No.:

Amendment No.: 2

ARIZONA DEPARTMENT OF COMMERCE
The center for economic advancement

1700 W. Washington, Suite B-32
Phoenix, Arizona 85007

This contract is amended as follows:

Background: This contract was awarded under the authority of the Arizona Department of Commerce (Commerce.) Through legislative action the Arizona Department of Commerce is being replaced by the Arizona Commerce Authority. In addition, the Governor, through Executive Order has established the Governor's Office of Energy Policy. The Arizona Department of Commerce, Energy Office functions are being transfer to the Governor's Office of Energy Policy. As a result, the contracts administered by Commerce will be transferred to the Governor's Office of Energy Policy.

Effective May 17, 2011, this contract is assigned to:

Governor's Office of Energy Policy
1700 W. Washington, Suite 220
Phoenix, Arizona 85007

Contact Person:

Lisa Henderson
EECBG Grant Administrator
1700 W. Washington, Suite 220
Phoenix, AZ 85007
lhenderson@az.gov

If the Contractor has any questions or concerns regarding this amendment they should contact the Governor's Office of Energy as soon as possible.

THE ABOVE REFERENCED AMENDMENT IS HEREBY EXECUTED ON BEHALF OF THE ARIZONA DEPARTMENT OF COMMERCE BY:	THE ABOVE REFERENCED AMENDMENT IS HEREBY EXECUTED ON BEHALF OF THE GOVERNOR'S OFFICE OF ENERGY BY:
5/31/2011	5/31/2011
SIGNATURE DATE	SIGNATURE DATE
DON CARDON, DIRECTOR Or Authorized Signatory	LEISA BRUG, DIRECTOR Or Authorized Signatory

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

Contract Amendment

Contractor Name and Address:
Gila County, Public Works Division
1400 E. Ash Street
Globe AZ 85501

Contract Number: R016-10-21
Amendment Number: 1

ARIZONA DEPARTMENT OF COMMERCE
The center for economic advancement

1700 W. Washington, Suite B-32
Phoenix, Arizona 85007

This contract is amended as follows:

1. In accordance with the contract Special Terms and Conditions, paragraph 1. Term of Contract, the term of this contract is extended to September 30, 2011.

2. Projects specified in Exhibit A of the contract must be an eligible EECBG activity.

3. The Project Budget(s) for each Activity has specific line items for EECBG Project Funding, EECBG Budget for Administration EECBG Budget for Technical Assistance and the Total EECBG Funding.

   The amount for Total EECBG Funding shall be considered to be a fixed amount.

   The amounts listed, if any, for EECBG Project Funding, EECBG Budget for Administration EECBG Budget for Technical Assistance shall be considered as estimates that are not fixed.

   As long as the total amount for Administration does not exceed 10% of the Total Funding and Technical Assistance does not exceed 20% of the Total Funding, the Contractor may expend funds that are in the best interest of accomplishing the proposed Activity(s).

   The Contractor shall report to the EECBG Program Administrator the actual expenses incurred in the specific budget line items.

4. Contractor shall provide weekly progress reports to the EECBG Program Administrator. Progress report forms can be found at http://www.azcommerce.com/Energy/EECBG.htm and may be submitted via email weekly. Any concerns regarding project progress will be noted in writing to the project manager, city manager and mayor.

5. Reference Catalog of Federal Domestic Assistance (CFDA)# 81.128 in regards to this contract

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

VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED AMENDMENT IS HEREBY EXECUTED ON BEHALF OF THE ARIZONA DEPARTMENT OF COMMERCE BY:
SIGNATURE DATE 03/01/2011	SIGNATURE DATE 3/7/11
Steve Stratton, Public Works Director	DON CARDON, DIRECTOR Or Authorized Representative

COMMERCE CONTRACT NO. R016-10-21

AMERICAN RECOVERY AND REINVESTMENT ACT

ARIZONA BALANCE OF STATE
ENERGY EFFICIENCY BLOCK GRANT PROGRAM

BETWEEN

STATE OF ARIZONA, DEPARTMENT OF COMMERCE
ENERGY OFFICE

And

GILA COUNTY

This American Recovery and Reinvestment Act (ARRA) Arizona Balance of State Energy Efficiency Block Grant (ABS-EECBG) Program Contract is made, by and between the **State of Arizona, Department of Commerce, Energy Office**, located at 1700 W. Washington, Suite 220, Phoenix, Arizona 85007, hereinafter referred to as **Commerce**, authorized to contract under A.R.S. §41-1504, "Powers and Duties" and **Gila County, Arizona,** contractor.

WHEREAS, ARRA was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counter productive State and Local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

WHEREAS, Commerce desires to engage the Contractor to render certain services, hereinafter described, in connection with an ARRA work program funded through the U.S. Department of Energy (DOE). The primary mission of the ABS-EECBG funds are to assist, coordinate, and collaborate with eligible local government entities in applying for the established allocation and implementing projects focused on increasing energy efficiency, reducing energy use, and reducing fossil fuel emissions.

In consideration of the mutual representations and obligations hereunder Commerce and Contractor agree as follows:

1. **GENERAL REQUIREMENTS:**
   Contractor shall implement the incentives per the attached RFI for **ABS-Energy Efficiency Block Grant Program** services under the terms of this Contract.

2. **SPECIFIC REQUIREMENTS:**
   The Contractor shall perform the services under this Contract, in accordance with the attached RFI response as Exhibit A.

3. **REPORTS:**
   All reports are due per the terms and conditions and the attached RFI response. Commerce will provide guidance regarding the reporting deliverable.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:**
This Contract shall become effective upon signature by both parties and continue through one year, unless extended, terminated, or cancelled as otherwise provided herein. Contract may be extended up to 2012.

2. **CONTRACT BUDGET:**
2.1. The total budget for this Contract shall not exceed **$193,053.72:**

2.2. The Contractor agrees that it will use the funds solely for the purposes outlined in the Scope of Work and in accordance with the attached RFI Budget, Exhibit A.

2.3. If Progress Reviews reveal deficiencies, such as funds not disbursed, jobs not created, insufficient technical monitoring, or failure to meet reporting requirements, Commerce reserves the right to place a hold on current balances, and withhold further funding until deficiencies are corrected.

2.4. Prior written approval by Commerce must be given for any adjustment to budget line items as outlined in Exhibit A. No change to the original Scope of Work may be made.

3. **AVAILABILITY OF FUNDS:**
Funds appropriated under ARRA and obligated to this award are available for reimbursement of costs until September 13, 2012. Every payment obligation of Commerce 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 Commerce at the end of the period for which funds are available. No liability shall accrue to Commerce in the event this provision is exercised, and Commerce shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

4. **FLOW DOWN REQUIREMENT:**
Contractor shall comply with requirements of applicable Federal, State, and local laws, regulations, Department of Energy (DOE) and Commerce policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, DOE and Commerce policy and guidance to subcontractors at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

5. **SEGREGATION OF COSTS:**
Contractor must segregate the obligations and expenditures related to funding under ARRA. Financial and accounting systems should segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from ARRA shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowed for ARRA projects.

6. **PROHIBITION ON USE OF FUNDS:**
None of the funds provided under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

7. **PREVAILING WAGES:**

All laborers and mechanics employed by Contractor and subcontractors on projects funded under ARRA may be required to be paid prevailing wages as applicable in accordance with rules and guidelines determined by the DOE.

8. **DAVIS-BACON ACT REQUIREMENTS:**
Contractors and subcontractors employed on projects receiving funds under ARRA shall provide information which validates that all laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Act are paid certain wage rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of title 40, United States Code (Davis-Bacon Act). (from ARRA Section 1606).

In accordance with the United States Housing Act of 1949 all laborers and mechanics employed or working upon the site of work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. ***** **Additional information regarding the Davis Bacon Act is included in this clause of the contract with Commerce. Paragraph 8 can be found at the following link** http://www.dol.gov/dol/allcfr/esa/title_29/part_5/29CFR5.5.htm. **Please print out the 7 pages and add them to your contract information. Please be sure to include this or refer to this information in all future contracts.*****

9. **PROTECTION OF WHISTLEBLOWERS:**
Prohibition on Reprisals: An employee of any non-Federal employer receiving funds under ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, information that the employee believes is evidence of gross management of grant funds; gross waste of funds; danger to public health or safety related to implementation or use of funds; abuse of authority; or violation of law, rule or regulation.

10. **INDEMNIFICATION:**
Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (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 Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of 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.

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.

11. **AMENDMENTS:**

This Contract is issued under the authority of the Chief 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.

12. AUDIT OF RECORDS:

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. Audit of this contract will be conducted pursuant to Office of Management and Budget (OMB) Circular A-133 when applicable.

13. APPLICABLE LAW:

This Contract shall be governed and interpreted by the laws of the State of Arizona.

14. PROGRAM REVIEW AND SITE VISITS:

Commerce has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to Commerce representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

15. RIGHTS IN DATA:

Commerce 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 Contract.

16. ENTIRE CONTRACT:

This Contract, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire Contract between the parties and supersede all understandings, oral or written.

17. OFFSHORE PERFORMANCE OF WORK PROHIBITED:

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. The provision applies to work performed by subcontractors at all tiers.

18. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT:

E-VERIFY REQUIREMENT:

18.1. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

18.2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

18.3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

18.4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

18.5. Questions about E-Verify see website below:
http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD

19. IRAN INVESTMENTS:

In Accordance with A.R.S. §35-393.06, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.

20. SUDAN INVESTMENTS:

In Accordance with A.R.S. §35-393.06, the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan.

21. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS:

To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

21.1. Use of American Iron, Steel, and Manufactured Goods

21.1.1. None of the funds appropriated or otherwise made available by this Act may be used for the project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

21.1.2. Subsection (22.1.1.) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that 1) applying subsection (22.1.1.) would be inconsistent with the public interest; 2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonable available quantities and of a satisfactory quality; or 3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

21.1.3. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (22.1.1.) based on a finding under subsection (21.1.2.), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

21.1.4. This section shall be applied in a manner consistent with United States obligations under international agreements. (from ARRA SEC.2605)

22. FALSE CLAIMS ACT:

Contractor and subcontractors shall promptly refer to Commerce any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those funds.

23. INFORMATION IN SUPPORTING OF ARRA REPORTING:

Contractor may be required to submit backup documentation for expenditures of funds under the ARRA including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Contracting Officer or designee.

24. REPORTS:

The final invoice payment cannot be made until the final report and all project tasks listed in exhibit A have been submitted to Commerce. The Contractor shall submit to the EECBG Program, Grant Administrator at Commerce, a final report. This report will include copies of invoices indicating the equipment, date of delivery and lists of rebates or other incentives given. The Agency shall process the claim for prompt payment in accordance with the standard operating procedures of the State.

24.1. Financial Report Form:
The Financial Report shall show per line item current expenditures of the reporting period and cumulative expenditures to date.

24.2. Monthly Detailed Expense Financial Reports:
Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's budget expenses must be submitted monthly with a Payment Request for the purpose of fiscal desk-audit monitoring.

24.3. Performance Progress Report as Required by Section 1512 of ARRA:
Contractor shall submit to Commerce no later than five (5) working days after the end of each calendar quarter an ARRA Performance Progress Report. A report form template will be forwarded to Contractor at a later date providing specific ARRA Performance Progress reporting requirements. It is subject to change pursuant to additional requirements as provided by DOE.

24.4. Report Submittal Requirements:
Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.

24.5 Information in Supporting of ARRA Reporting:
Contractor may be required to submit backup documentation for expenditures of funds under ARRA including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of Commerce or designee.

SUBMITTAL ADDRESS:
All Payment Request Forms and Report Forms must be directed to:

Arizona Department of Commerce
Energy Office – -Lisa Henderson
1700 W. Washington, Suite 220
Phoenix, Arizona 85007

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

26. CONFIDENTIALITY INFORMATION:
If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision as noted in §41-2611 through §41-2616.

27. PROGRAM MONITORING:
The Contractor agrees to meet with Commerce at reasonable intervals for purposes of review of the work and progress of the activities of the Contractor. Contractor hereby agrees to provide Commerce with all required forms, information, reports and documentation required by the Scope of Work.

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

28.1. The Contractor provides personnel that do not meet the requirements of the contract.
28.2. The Contractor fails to perform adequately the services required in the contract.
28.3. The Contractor attempts to impose on the State, personnel, which are of an unacceptable quality.
28.4. The Contractor fails to furnish the required product within the time stipulated in the contract.
28.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

29. TERMINATION BY EITHER PARTY:
Commerce and Contractor reserves the right to terminate the contract at any time, without penalty or recourse, by giving written notice to either party at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall, at the option of Commerce, become property of the State of Arizona. The Contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

30. SUSPENSION OR DEBARMENT STATUS:
If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the bidder or offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

31. SUSPENSION OR DEBARMENT CERTIFICATION:
By signing the offer section of the Offer and Acceptance page, SPO Form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

32. AMERICANS WITH DISABILITIES ACT OF 1990:
The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

33. LICENSES:
Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the contractor. All Professional Architects and Engineers shall be registered with the Board of Technical Registration.

34. ACCESS TO RECORDS:
With respect to each financial assistance Contract awarded utilizing at least some of the funds appropriated or otherwise made available by ARRA, any representative of an appropriate inspector general appointed under section 3 or SG of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized 1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any state or local agency administering such contract that pertain to and involve transactions relation to, the subcontract, grant, or subgrant; and 2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

35. **NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS:**
Each project will require an individual NEPA review and determination. You must submit an environmental questionnaire to Commerce for each project in order to allow DOE to conduct an individual NEPA review and determination.

No project should be initiated if an environmental assessment (EA) or environmental impact statement (EIS) is required. This restriction does not preclude the Contractor from performing information gathering and analysis, documentation, dissemination, and training, and providing technical advice and planning assistance for the activities.

If DOE determines that NEPA requires the preparation of an EA or EIS for a proposed project, the Contractor will be responsible for paying the cost of preparing an EA or EIS. Preparation of these types of NEPA documents can require 6-24 months. Accordingly the Contractor should carefully consider whether such projects are consistent with the objectives of the ARRA and will allow the expenditure of funds within the time periods allowed for by that statute.

36. **WASTE STREAM:**
Prior to the expenditure of ARRA funds the Contractor working with the sug-grantee is required to provide a "Letter of Assurance" that they will create and fulfill a waste stream disposal plan for sanitary or hazardous waste generated by the proposed activities to Commerce.

Commerce will provide a "Letter of Assurance/Waste Stream Disposal Plan" template along with product disposal guidelines to the community that has project activities for waste stream management for either sanitary or hazardous waste which includes, but is not limited to; old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc.

The Arizona Department of Environmental Quality (ADEQ) is the state's environmental regulatory agency. ADEQ is responsible to ensure that businesses and facilities operate according to state and federal environmental laws and regulations. For information regarding the development of a Hazardous and sanitary waste stream disposal plan, contact ADEQ at http://www.azdeq.gov/environ/waste/hazwaste/index.html .

37. **DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS:**
Notwithstanding any other provisions of this Contract, the ARRA funds shall not be responsible for or have any obligation to the recipient for:

37.1. D&D of any of the recipient's facilities;

37.2. Any costs which may be incurred by the contractor in connection with the D&D of any of its facilities due to the performance of the work under this Contract, whether said work was performed prior to or subsequent to the effective date of this Contract.

38. **HISTORIC PRESERVATION:**
Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the contractor must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at: http://azstateparks.com/SHPO/index.html.

39. INCORPORATION BY REFERENCE:

The State hereby incorporates by reference the **Uniform Terms and Conditions**. A copy of the text may be found at www.azspo.az.gov. If the offeror would prefer a hard copy, please contact the State Procurement Office at 100 N. 15th Avenue, Phoenix, Arizona 85007.

40. INCORPORATION BY REFERENCE:

The State hereby incorporates all ARRA terms and conditions in to this RFGA. The entire text may be found at http://www.management.energy.gov/documents/ARRAAttachment4.pdf.

41. SUBCONTRACTS

Contractor may, with notification to Commerce, enter into written subcontract(s) for performance of certain functions under this Contract.

41.1 No subcontract, which the contractor enters into with respect to performance under this Agreement, shall in any way relieve the contractor of any responsibility for performance of its duties as specified in this Contract.

41.2 Contractor shall give Commerce immediate notice in writing of any action or suit filed and prompt notice of any claim made against contractor by any subcontractor or vendor which in the opinion of the Contractor may result in litigation related in any way to this contract with Commerce.

42. PAYMENT PROCEDURE

42.1. Program expenses for this Contract are allowable beginning the effective date of this Contract.

42.2 Reimbursement requests may be submitted to Commerce on a Payment Request Form a no later than the 5th of each month. Items to be reported on are dollar amount requested, name of customer worked on, any Davis-Bacon reports, and project status compared to timeline submitted.

42.3. Commerce shall provide to Contractor a master template for the Payment Request Form and the Financial Report Form to use in requesting ARRA funds during the term of the Agreement.

42.4. Reimbursement requests will be processed for payment upon determination that all reporting elements have met requirements. If reimbursement requests do not meet requirements, Commerce will provide a report listing areas out of compliance and remedies needed to bring the request into compliance. This shall be done within a maximum of 10 days.

42.5. Contractor may submit to Commerce a monthly payment request for projects completed to date on a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item. All documents must indicate the Contract number.

43. NOTICES

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If to CONTRACTOR:
Gila County, Public Works, Division
1400 E. Ash Street
Globe, Arizona 85501
ATTN: Diana Jones

Contractual/Financial Contact

Supervisor Diana Jones
PHONE (928) 402-8516
FAX (928) 425-8104
EMAIL djones@co.gila.az.us

If to COMMERCE:
Arizona Department of Commerce
Energy Office
1700 W. Washington, Suite 220
Phoenix, AZ 85007

Reporting/Financial Contact
Lisa Henderson
EECBG Grant Administrator
PHONE 602-771-1134: FAX 602 771-1203
EMAIL: lisah@azcommerce.com

Contractual
Martha Lynch
Chief Procurement Officer
PHONE: 602-771-1110: FAX: 602-771-1202
EMAIL: marthal@azcommerce.com

44. IN WITNESS WHEREFORE, the parties hereto have executed this Contract.

GILA COUNTY

By Shirley L. Dawson
Shirley L. Dawson, Chairman
Gila County Board of Supervisors

2/9/2010
Date

STATE OF ARIZONA
DEPARTMENT OF COMMERCE

By
Martha Lynch
CPPB, Chief Procurement Officer

3-2-10
Date

APPROVED AS TO FORM:

Bryan Chambers
Chief Deputy Gila County Attorney

EXHIBIT A

ATTACHMENT

ELIGIBLE ACTIVITIES

- Developing and implementing a city or county energy efficiency and conservation strategy.
- Retaining technical consultant services to assist in the development of the energy efficiency and conservation strategy.
- Residential and commercial building audits.
- Establishment of financial incentives program for energy efficiency improvements.
- Grants to nonprofit organizations and governmental agencies for the purpose of performing energy efficiency retrofits.
- Development and implementation of energy efficiency and conservation programs for buildings and facilities with the jurisdiction of the eligible entity.
- Development and implementation of programs to conserve energy used in transportation.
- Development and implementation of building codes and inspection services to promote building energy efficiency.
- Implementation of energy distribution technologies that significantly increase energy efficiency.
- Activities to increase participation and efficiency rates for material conservation programs.
- The purchase and implementation of technologies to reduce and capture methane and other greenhouse gases generated by landfills or similar sources.
- Replacement of traffic signals and street lighting with energy efficient lighting technologies.
- Development, implementation and installation of an onsite renewable on or in any Government building that generates electricity from renewable resources.
- Any other appropriate activity as determined by Commerce in consultation with DOE.

PROJECT ACTIVITY INFORMATION FORM

Fill out one form for each activity. Activity Number may be found on page 4, Scope of Work, Paragraph 4 under Eligible Activities. Fill out one form for each activity.

NAME OF PROJECT MANAGER FOR ABS-EECBG GRANT:	**DIANA JONES, GRANT COORDINATOR**
ADDRESS:	**1400 E. ASH STREET GLOBE, ARIZONA 85501**
PHONE NUMBER	**(928) 402-8516 WORK (938) 425-8104 FAX**
EMAIL ADDRESS	**djones@co.gila.az.us**

ATTACHMENT

ACTIVITY INFORMATION			
Activity Number:	#5	Activity Title: Energy Efficiency Retrofits	
Activity Period:	Start Date: On approval notice	End Date: Within 24 months	
Activity Address:	157 S. Broad Street, 108 Main Street, 1400 E. Ash Street		
City/Town:	Globe & Payson	County: Gila	Zip Code: 85501
ACTIVITY METRICS – Show all equations and units, and provide all assumptions.			
Energy Saved	(kBtu) 1,677,000		
Energy Generated	(kBtu) N/A		
GHG Emissions Reduced		(metric tons CO_2 equivalent) 85	
Number of Jobs Created: 0		Number of Jobs Retained: 1.33	
Funds Leveraged:	-0-		
ACTIVITY SUMMARY – Maximum of 4 pages with Arial 10 font.. Pictures included if any.			
List activity titles, general locations, current energy-related conditions, and how the proposed project will improve those needs or conditions. Provide a detailed description of the scope of work, implementation plan and milestones for each activity. Include details of major material and method components, and mention the use of sustainable products and innovative new technology or an innovative application of existing technology. Include supporting evidence that all necessary designs, materials, and other resources are in place to successfully spend funds within 36 months.			

Gila County's potential projects will be to replace single pane double hung wooden windows with energy star dual pane aluminum windows, replace old split AC units with new high efficient seer units, and initiate the installation of components to facilitate an energy conservation control system on the 27 existing HVAC units on the Gila County Courthouse.

Below is some of the energy saving items:

New automatic outside air intake ductwork.
New programmable energy management space controllers.
New outside air, space and discharge air temperature sensors,
Automated start/stop of all units with set point adjustment and night setback.
Exhaust fan modifications.
Remote web based monitoring.
20 dual pane aluminum windows
10 high efficient seer HVAC units

Gila County will coordinate with utility provider Mr. Ed Wash, the APS N.E. area representative for possible financial assistance in this project.

Gila County will evaluate the effectiveness of these energy efficiency projects by monitoring utility bills.

Gila County will follow its existing procurement process to request bids and choose project contractors.

ATTACHMENT

PROJECT BUDGET FORM

Please itemize the costs for the total project for each activity. Submit a separate Project Budget Form for each activity.

SUMMARY PROJECT BUDGET #5 ENERGY EFFICIENCY RETROFITS		
Total Estimated Project Cost:	$152,000.00	
Total Project EECBG Funding (Phase 1):	$152,000.00	Percentage of Total Project Cost from EECBG Funds 100%
Total Project EECBG Funding (Phase 2):		
Total Project EECBG Budget for Administration (up to10%):		Percentage of EECBG Funds for Administration
Total Project EECBG Budget for Technical Assistance (up to 20%):		Percentage of EECBG Funds for Contractual
Total Leverage funding acquired:		Percentage of Total Project Cost from Matching Funds
Total Secured Funding From Other Sources including leverage		
Totals:	$152,000.00	

SECURED FUNDING FROM OTHER SOURCES	
SOURCE OF FUNDING	**TOTALS**

ATTACHMENT

ACTIVITY INFORMATION			
Activity Number:	#13	Activity Title: Renewable Energy Technologies	
Activity Period:	Start Date: On approval notice	End Date: Within 1 year	
Activity Address:	Gila County Jail, 1100 E. South Street		
City/Town:	Globe	County: Gila	Zip Code: 85501
ACTIVITY METRICS – Show all equations and units, and provide all assumptions.			
Energy Saved	(kBtu) N/A		
Energy Generated	(kBtu)		
GHG Emissions Reduced		(metric tons CO_2 equivalent)	
Number of Jobs Created:		Number of Jobs Retained:	
Funds Leveraged:			
ACTIVITY SUMMARY – Maximum of 4 pages with Arial 10 font.. Pictures included if any.			
List activity titles, general locations, current energy-related conditions, and how the proposed project will improve those needs or conditions. Provide a detailed description of the scope of work, implementation plan and milestones for each activity. Include details of major material and method components, and mention the use of sustainable products and innovative new technology or an innovative application of existing technology. Include supporting evidence that all necessary designs, materials, and other resources are in place to successfully spend funds within 36 months.			

With this project Gila County will reduce its need to burn natural gas and use of electrical resistance heating to generate hot water for bathing, kitchen use, and laundry uses by installing a Solar Thermal hot water heating system and storage facility to replace the existing gas hot water boilers.

Gila County will follow its existing procurement process to request bids and choose project contractors.

Gila County will coordinate with the utility provider from Southwest Gas for possible financial assistance in this project.

Gila County will evaluate the effectiveness of these energy efficiency projects by monitoring utility bills.

ATTACHMENT

PROJECT BUDGET FORM

Please itemize the costs for the total project for each activity. Submit a separate Project Budget Form for each activity.

SUMMARY PROJECT BUDGET #13 RENEWABLE ENERGY TECHNOLOGIES		
Total Estimated Project Cost:	$41,053.72	
Total Project EECBG Funding (Phase 1):	$41,053.72	Percentage of Total Project Cost from EECBG Funds 100%
Total Project EECBG Funding (Phase 2):		
Total Project EECBG Budget for Administration (up to10%):		Percentage of EECBG Funds for Administration
Total Project EECBG Budget for Technical Assistance (up to 20%):		Percentage of EECBG Funds for Contractual
Total Leverage funding acquired:		Percentage of Total Project Cost from Matching Funds
Total Secured Funding From Other Sources including leverage		
Totals:	$41,053.72	

SECURED FUNDING FROM OTHER SOURCES	
SOURCE OF FUNDING	**TOTALS**

ARF-903 **Consent Agenda Item 4- H**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For: Linda Eastlick Submitted By: Linda Eastlick, Elections Department

Department: Elections Department

Presenter's Name:

Information

Request/Subject

Order adopting mapping alternative Plan 1 Revision 1 as the Gila County Community College Redistricting Plan. The new plan boundaries, including any election precinct boundary changes, shall become effective upon preclearance by the Department of Justice.

Background Information

The Gila County Redistricting Advisory Committee submitted alternative mapping ideas to the Board of Supervisors on August 15, 2011. On August 23, the Board discussed all ideas during a work session. On September 6, the Board determined which Supervisorial mapping alternatives would be taken out for a second round of public meetings. On September 20, 2011, the Board discussed all mapping alternatives, public comments, and other information received to date and directed further refinements of the mapping alternatives be made. At the October 3, 2011 meeting, three revised Gila County Community College District Redistricting Plans were reviewed by the Board and the Board unanimously agreed to adopt Gila County Community College District Plan 1 Revision 1.

Evaluation

This Order provides an official record of the Board's action to adopt Plan 1 Revision 1 and acknowledges the adopted plan boundaries, as well as any election precinct boundary changes, shall become effective upon preclearance by the Department of Justice.

Conclusion

The Board has the ultimate responsibility and authority to establish community college district plans for the County and it adopted Gila County Community College Plan 1 Revision 1 in a regular meeting on October 3, 2011. A preclearance submission will now be made to the Department of Justice and this Order will become a part of that submission.

Recommendation

The Elections Director recommends the Board approve the Order adopting Plan 1 Revision 1 as the Gila County Community College Redistricting Plan.

Suggested Motion

Approval of an Order adopting Plan 1 Revision 1 as the Gila County Community College Redistricting Plan and directing that the new Plan boundaries, including any election precinct boundary changes, shall become effective upon preclearance by the Department of Justice.

Attachments

A.R.S. 15-1441

College Redistricting Plan 1 Rev 1 County Map

College Redistricting Plan 1 Rev 1 Detail Map

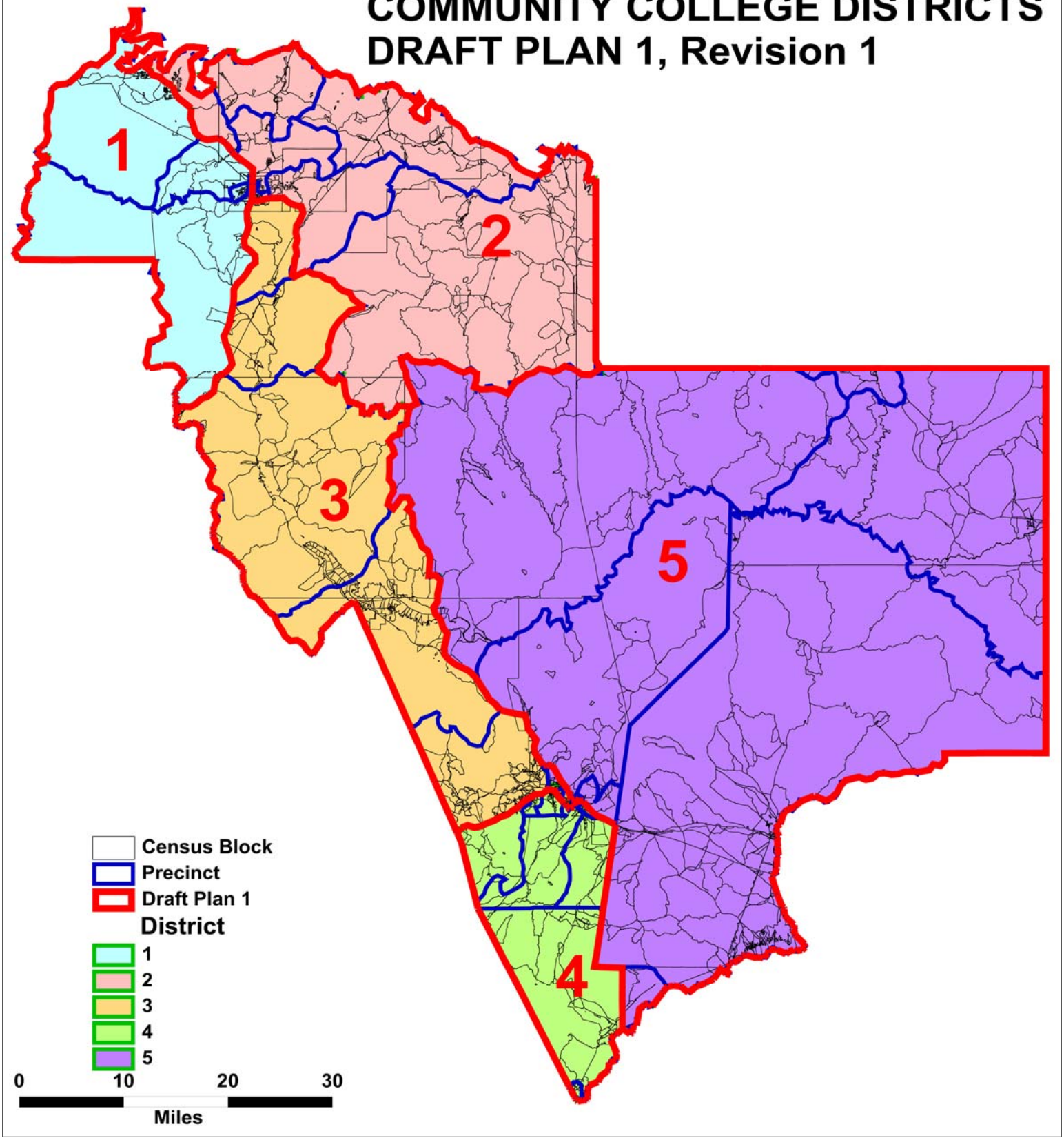
College Redistricting Plan 1 Rev 1 Report

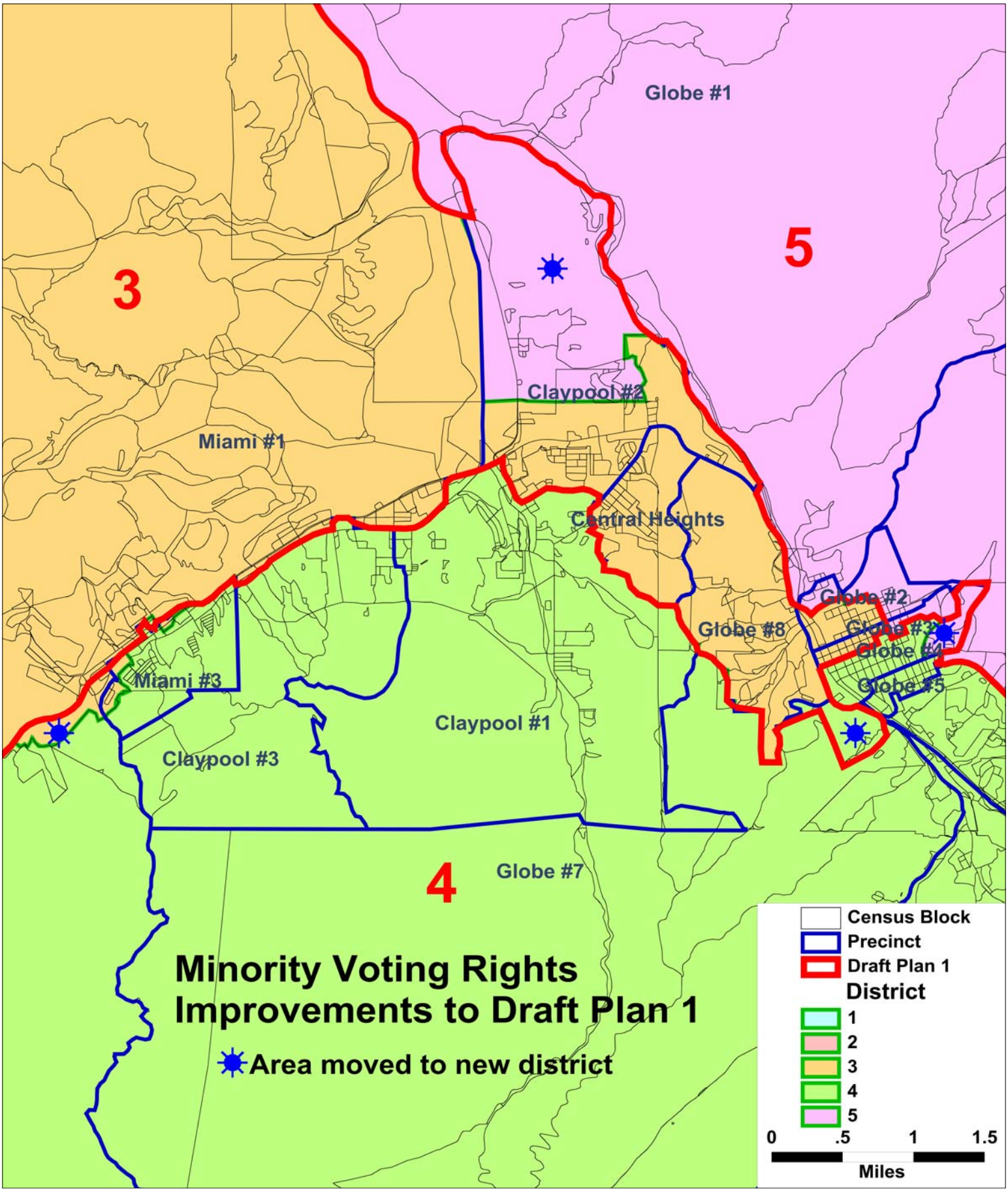
Order for College Plan

15-1441. Selection of precincts; district board members; terms; qualifications; vacancies

A. The board of supervisors shall establish in the same manner as provided in section 16-411 five precincts in a community college district for the election of a district board member from each precinct. A precinct in a community college district shall be composed of the number of election precincts as determined by the board of supervisors and shall have the same boundaries as are defined for the election precincts under section 16-411. If the board of supervisors redefines the boundaries of election precincts under section 16-411 that are included within a precinct in a community college district, the board of supervisors shall redefine the boundaries of the precinct in the community college district to conform with the election precinct changes. The precincts shall be established in a newly organized district subsequent to the organizational vote, and the county school superintendent shall appoint five members, one from each precinct, who are qualified electors.

GILA COUNTY
COMMUNITY COLLEGE DISTRICTS
DRAFT PLAN 1, Revision 1




Globe #1
5
3
Claypool #2
Miami #1
Central Heights
Globe #2
Globe #8
Globe #3
Globe #4
Globe #5
Miami #3
Claypool #1
Claypool #3
4
Globe #7
Minority Voting Rights
Improvements to Draft Plan 1
Area moved to new district
Census Block
Precinct
Draft Plan 1
District
1
2
3
4
5
0
.5
1
1.5
Miles

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
DRAFT PLAN 1, Revision 1

Number:	**District 1**	**District 2**	**District 3**	**District 4**	**District 5**	**Total, All Districts**
Hispanic, of any race	915	834	2,593	4,001	1,245	***9,588***
Non-Hispanic White	9,611	9,600	7,834	5,540	2,713	***35,298***
Non-Hispanic Black	55	46	48	59	40	***248***
Non-Hispanic American Indian	247	179	384	447	6,718	***7,975***
Non-Hispanic Asian	66	71	78	68	38	***321***
Non-Hispanic Hawaiian	13	14	5	2	5	***39***
Non-Hispanic other race	15	12	19	14	6	***66***
Non-Hispanic two or more races	8	11	13	13	17	***62***
Total Population	***10,930***	***10,767***	***10,974***	***10,144***	***10,782***	***53,597***
Percent:						
Hispanic, of any race	8.37%	7.75%	23.63%	39.44%	11.55%	***17.89%***
Non-Hispanic White	87.93%	89.16%	71.39%	54.61%	25.16%	***65.86%***
Non-Hispanic Black	0.50%	0.43%	0.44%	0.58%	0.37%	***0.46%***
Non-Hispanic American Indian	2.26%	1.66%	3.50%	4.41%	62.31%	***14.88%***
Non-Hispanic Asian	0.60%	0.66%	0.71%	0.67%	0.35%	***0.60%***
Non-Hispanic Hawaiian	0.12%	0.13%	0.05%	0.02%	0.05%	***0.07%***
Non-Hispanic other race	0.14%	0.11%	0.17%	0.14%	0.06%	***0.12%***
Non-Hispanic two or more races	0.07%	0.10%	0.12%	0.13%	0.16%	***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	10,974	10,144	10,782	***deviation:***
Numeric deviation from Ideal Value	211	48	255	-575	63	***830***
Percent deviation from Ideal Value	1.96%	0.44%	2.38%	-5.37%	0.58%	***7.74%***

Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona

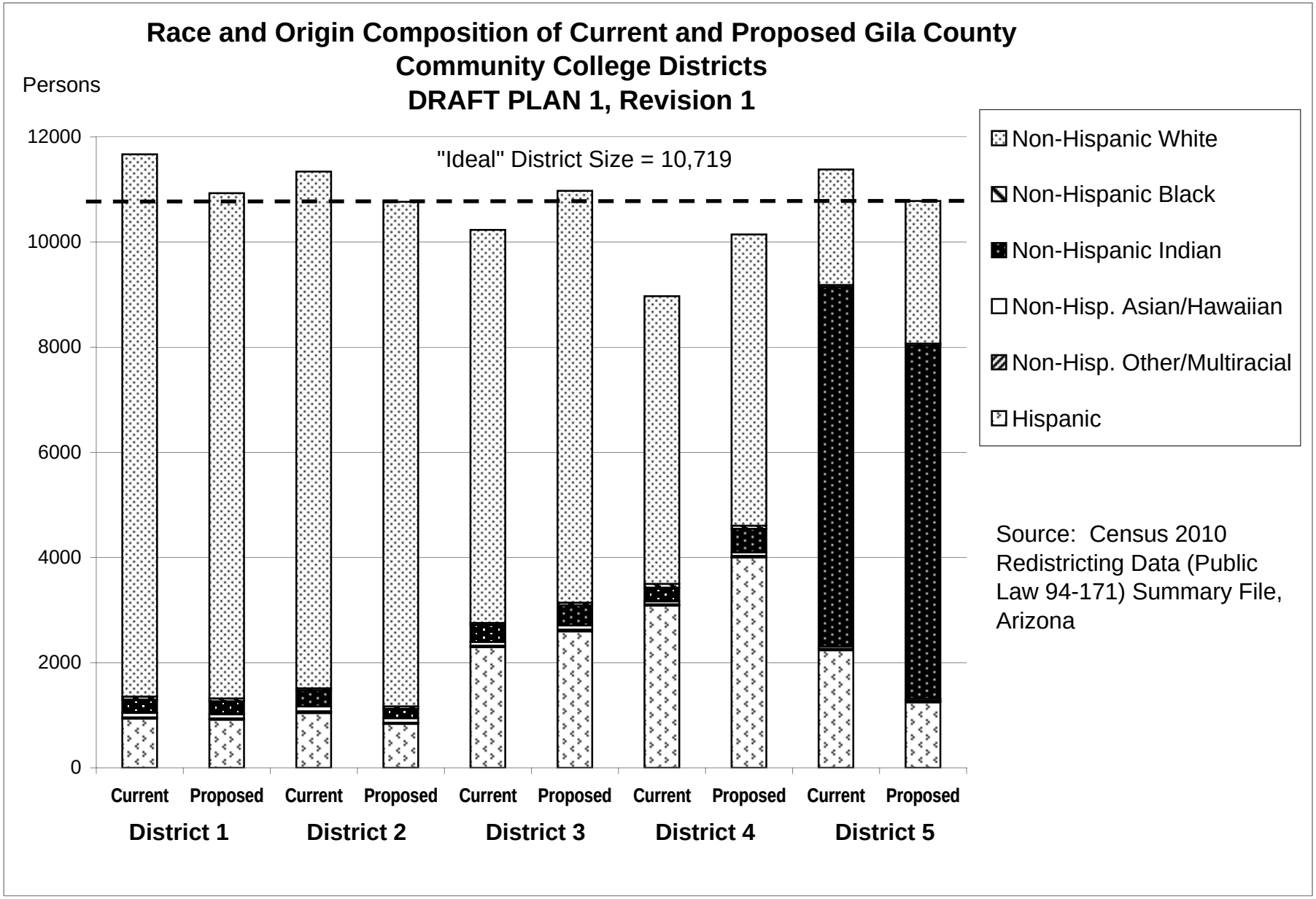
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

GILA COUNTY COMMUNITY COLLEGE DISTRICTS
VOTING-AGE POPULATIONS BY RACE AND HISPANIC ORIGIN
DRAFT PLAN 1, Revision 1

Voting-Age Number:	**District 1**	**District 2**	**District 3**	**District 4**	**District 5**	**Total, All Districts**
Hispanic, of any race	564	554	1,759	2,796	846	***6,519***
Non-Hispanic White	8,254	8,276	6,617	4,481	2,294	***29,922***
Non-Hispanic Black	33	21	39	38	40	***171***
Non-Hispanic American Indian	183	138	260	308	4,256	***5,145***
Non-Hispanic Asian	52	55	62	59	24	***252***
Non-Hispanic Hawaiian	8	13	4	1	4	***30***
Non-Hispanic other race	6	9	16	8	5	***44***
Non-Hispanic two or more races	6	9	8	8	12	***43***
Voting-Age Population	***9,106***	***9,075***	***8,765***	***7,699***	***7,481***	***42,126***
Voting-Age Percent:						
Hispanic, of any race	6.19%	6.10%	20.07%	36.32%	11.31%	***15.48%***
Non-Hispanic White	90.64%	91.20%	75.49%	58.20%	30.66%	***71.03%***
Non-Hispanic Black	0.36%	0.23%	0.44%	0.49%	0.53%	***0.41%***
Non-Hispanic American Indian	2.01%	1.52%	2.97%	4.00%	56.89%	***12.21%***
Non-Hispanic Asian	0.57%	0.61%	0.71%	0.77%	0.32%	***0.60%***
Non-Hispanic Hawaiian	0.09%	0.14%	0.05%	0.01%	0.05%	***0.07%***
Non-Hispanic other race	0.07%	0.10%	0.18%	0.10%	0.07%	***0.10%***
Non-Hispanic two or more races	0.07%	0.10%	0.09%	0.10%	0.16%	***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
DRAFT PLAN 1, Revision 1
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
DRAFT PLAN 1, Revision 1

	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	10,974	743
Population, District 4	8,972	10,144	1,172
Population, District 5	11,382	10,782	-600
Population deviation, District 1	951	211	
Population deviation, District 2	623	48	
Population deviation, District 3	-488	255	
Population deviation, District 4	-1,747	-575	
Population deviation, District 5	663	63	
Percent deviation, District 1	8.87%	1.96%	
Percent deviation, District 2	5.81%	0.44%	
Percent deviation, District 3	-4.56%	2.38%	
Percent deviation, District 4	-16.30%	-5.37%	
Percent deviation, District 5	6.18%	0.58%	
Total plan deviation, number	2,698	830	
Total plan deviation, percent	25.17%	7.74%	
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%	20.07%	0.87%
Percent voting-age Hispanic, District 4	31.10%	36.32%	5.22%
Percent voting-age Hispanic, District 5	19.92%	11.31%	-8.61%
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%	2.97%	0.28%
Percent voting-age Non-Hispanic Native American, District 4	2.40%	4.00%	1.60%
Percent voting-age Non-Hispanic Native American, District 5	55.19%	56.89%	1.70%
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%	0.44%	0.09%
Percent voting-age Non-Hispanic Black, District 4	0.73%	0.49%	-0.24%
Percent voting-age Non-Hispanic Black, District 5	0.48%	0.53%	0.05%
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%	24.51%	1.39%
Percent voting-age total minority residents, District 4	35.12%	41.80%	6.68%
Percent voting-age total minority residents, District 5	76.31%	69.34%	-6.97%

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

ORDER of the Board of Supervisors regarding adoption of a new Community College Redistricting Plan

DO NOT REMOVE

This is part of the official document

ORDER

WHEREAS, pursuant to Arizona Revised Statute §15-1441 the Gila County Board of Supervisors shall establish five districts (precincts) in a community college district for the election of district board members from each district (precinct);

WHEREAS,a district (precinct) in a community college district shall be composed of the number of election precincts as determined by the Board of Supervisors and shall have the same boundaries as are defined for the election precincts;

WHEREAS, the Board of Supervisors adopted Redistricting Guidelines;

WHEREAS, a Redistricting Advisory Committee selected by the Gila County Board of Supervisors collected public input, consolidated and reviewed public input, and selected alternative community college redistricting plans and presented them to the Board on August 15, 2011;

WHEREAS, on September 20, 2011 the Board discussed mapping alternatives, public comments, and other information received and directed further refinements of the mapping alternatives be made; and

WHEREAS, on October 3, 2011, three revised community college district (precinct) redistricting plans were reviewed by the Gila County Board of Supervisors and the Board of Supervisors unanimously agreed to adopt community college district (precinct) Plan 1 Revision 1.

NOW, THEREFORE, we, the Gila County Board of Supervisors do hereby Order as follows:

1. That by virtue of the authority set forth in Arizona Revised Statute §15-1441 the Gila County Board of Supervisors adopts Plan 1 Revision 1 as the Gila County Community College District (precinct) plan, as set forth in the Plan 1 Revision 1 documents attached hereto and incorporated herein by reference.

2. That the adopted community college district (precinct) boundaries as reflected in Plan 1 Revision 1 attached shall be implemented and take effect upon preclearance by the Department of Justice.

3. That any election precinct boundary changes required as a result of the adoption of Plan 1 Revision 1 community college district (precinct) boundaries take effect upon preclearance by the Department of Justice.

ADOPTED at Globe, Gila County, Arizona, on this 18th day of October 2011.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard
Chief Deputy Clerk of the Board

Tommie C. Martin, Chair

Approved as to form:

_____

Bryan Chambers
Chief Deputy County Attorney

ARF-904 **Consent Agenda Item 4- I**

Regular BOS Meeting

Meeting Date: 10/18/2011

Submitted For: Linda Eastlick Submitted By: Linda Eastlick, Elections Department

Department: Elections Department

Presenter's Name:

Information

Request/Subject

Order adopting mapping alternative Plan A as the Gila County Supervisorial Redistricting Plan to be implemented and take effect upon preclearance by the Department of Justice. The new plan boundaries, including any election precinct boundary changes, shall become effective upon preclearance by the Department of Justice.

Background Information

The Gila County Redistricting Advisory Committee submitted alternative mapping ideas to the Board of Supervisors on August 15, 2011. On August 23, the Board discussed all ideas during a work session. On September 6, the Board determined which Supervisorial mapping alternatives would be taken out for a second round of public meetings. On September 20, 2011, the Board discussed all mapping alternatives, public comments, and other information received to date and began their evaluation of final mapping alternatives. The Board agreed that three Supervisorial District maps (Plans A, B, and C) would be considered for adoption. At the October 3, 2011 meeting, the Board unanimously adopted Plan A as the Gila County Supervisorial Redistricting Plan.

Evaluation

This Order provides an official record of the Board's action to adopt Plan A and acknowledges the adopted plan bouncaries, as well as any election precinct boundary changes, shall become effective upon preclearance by the Department of Justice.

Conclusion

The Board has the ultimate responsibility and authority to approve the Supervisorial District redistricting plans for the County and adopted Plan A in a regular meeting on October 3, 2011. A preclearance submission will now be made to the Department of Justice and this Order will become a part of that submission.

Recommendation

The Elections Director recommends the Board approve the Order adopting Plan A as the Gila County Supervisorial Redistricting plan.

Suggested Motion

Approval of an Order adopting Plan A as the Gila County Supervisorial Redistricting Plan and directing that the new Plan boundaries, including any election precinct boundary changes, shall become effective upon preclearance by the Department of Justice.

Attachments

A.R.S. 11-212

Order Adopting Supervisorial Redistricting Plan

Supervisorial Redistricting Plan A Map

Supervisorial Redistricting Plan A Report

11-212. Supervisorial districts

The board of supervisors shall meet at the county seat on or before December 1 following the release of the United States decennial census data and divide the county into three or five supervisorial districts as provided in this article, which shall be numbered, respectively, districts one, two and three or districts one, two, three, four and five. The board shall define the boundaries and limits of each district and make the division equal or with not more than ten per cent difference in population. The county may redistrict as often as deemed necessary between each United States decennial census.

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

ORDER of the Board of Supervisors regarding adoption of a new Supervisorial Redistricting Plan

DO NOT REMOVE

This is part of the official document

ORDER

WHEREAS, pursuant to Arizona Revised Statute §11-212 the Gila County Board of Supervisors shall meet at the county seat on or before December 1 following the release of the United States decennial census data and divide the county into three Supervisorial Districts which shall be numbered, respectfully, District One, District Two, and District Three;

WHEREAS, the Gila County Board of Supervisors shall define the boundaries and limits of each district and make the division equal or with not more than ten percent difference in population;

WHEREAS, the Board of Supervisors adopted Redistricting Guidelines;

WHEREAS, a Redistricting Advisory Committee selected by the Gila County Board of Supervisors collected public input, consolidated and reviewed public input, and selected alternative supervisorial redistricting plan and presented them to the Board on August 15, 2011;

WHEREAS, on September 20, 2011 the Board discussed mapping alternatives, public comments, and other information received and determined acceptable mapping alternatives; and

WHEREAS, on October 3, 2011, three alternative supervisorial redistricting plans were reviewed by the Gila County Board of Supervisors and the Board of Supervisors unanimously agreed to adopt supervisorial Plan A.

NOW, THEREFORE, we, the Gila County Board of Supervisors do hereby Order as follows:

1. That by virtue of the authority set forth in Arizona Revised Statute §11-212 the Gila County Board of Supervisors adopts Plan A as the Gila County Supervisorial Redistricting plan, as set forth in the Plan A documents attached hereto and incorporated herein by reference.

2. That the adopted supervisorial district boundaries as reflected in Plan A attached shall be implemented and take effect upon preclearance by the Department of Justice.

3. That any election precinct boundary changes required as a result of the adoption of Plan A supervisorial district boundaries take effect upon preclearance by the Department of Justice.

ADOPTED at Globe, Gila County, Arizona, on this 18th day of October 2011.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

_____

Marian Sheppard
Chief Deputy Clerk of the Board

_____

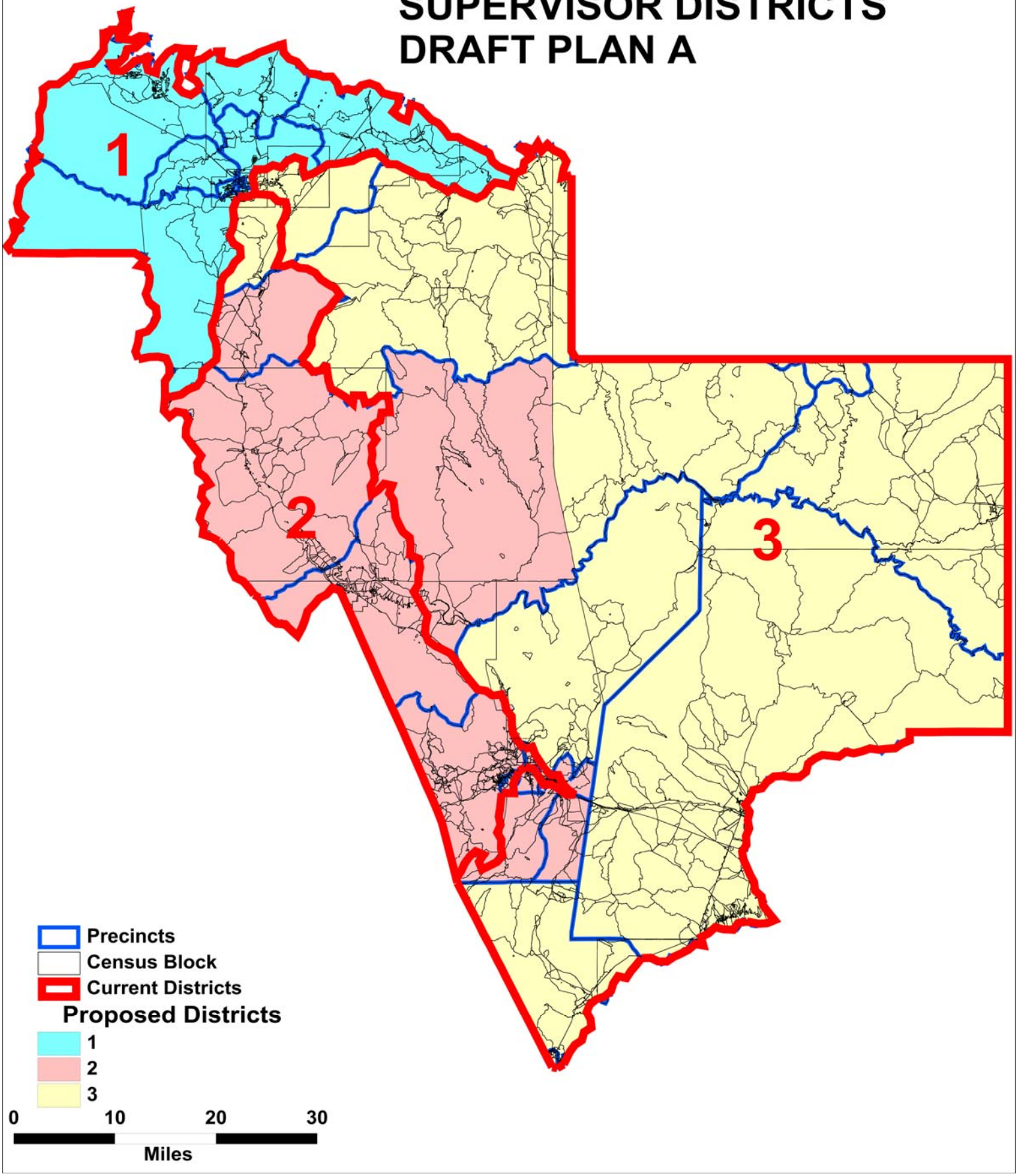
Tommie C. Martin, Chair

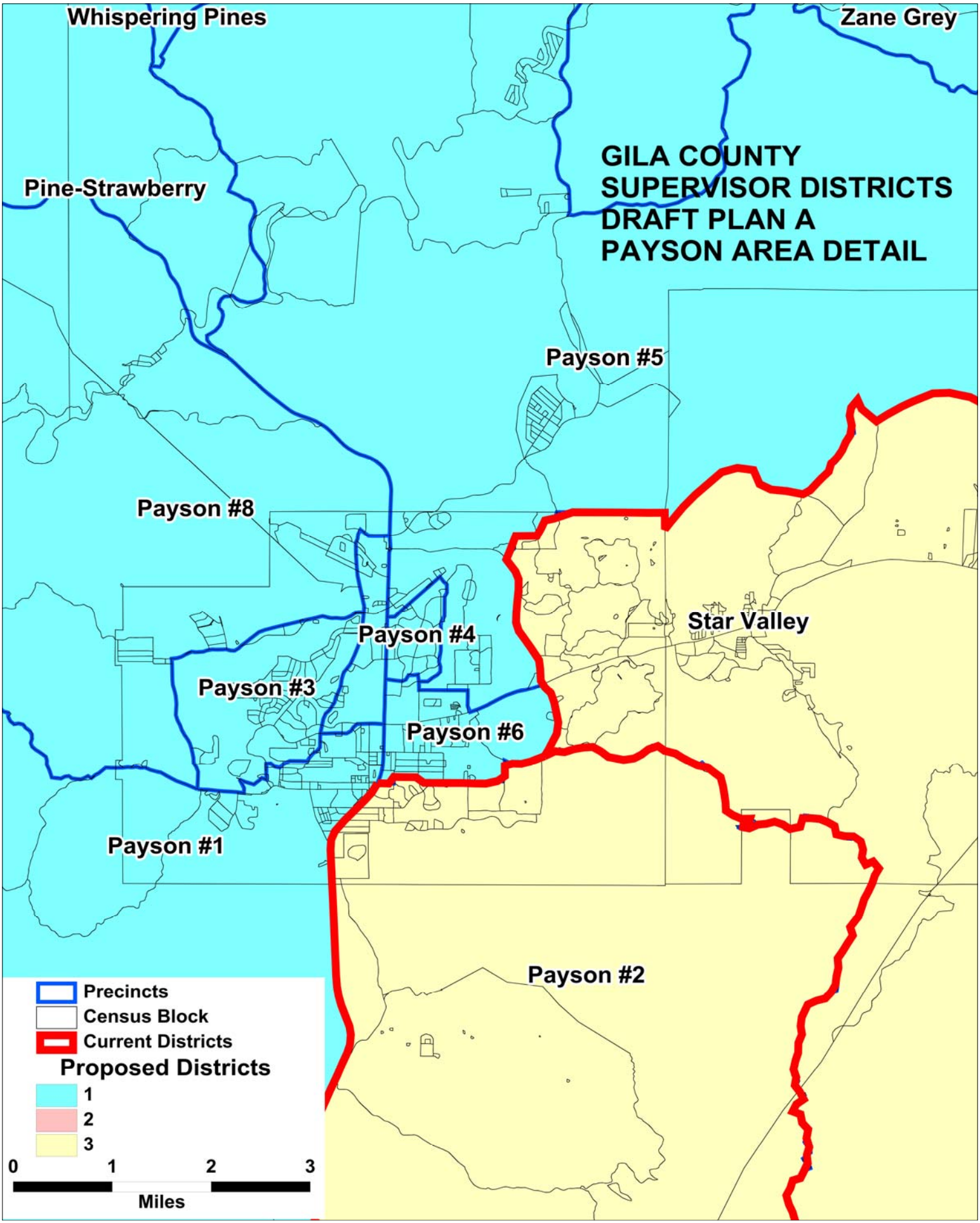
Approved as to form:

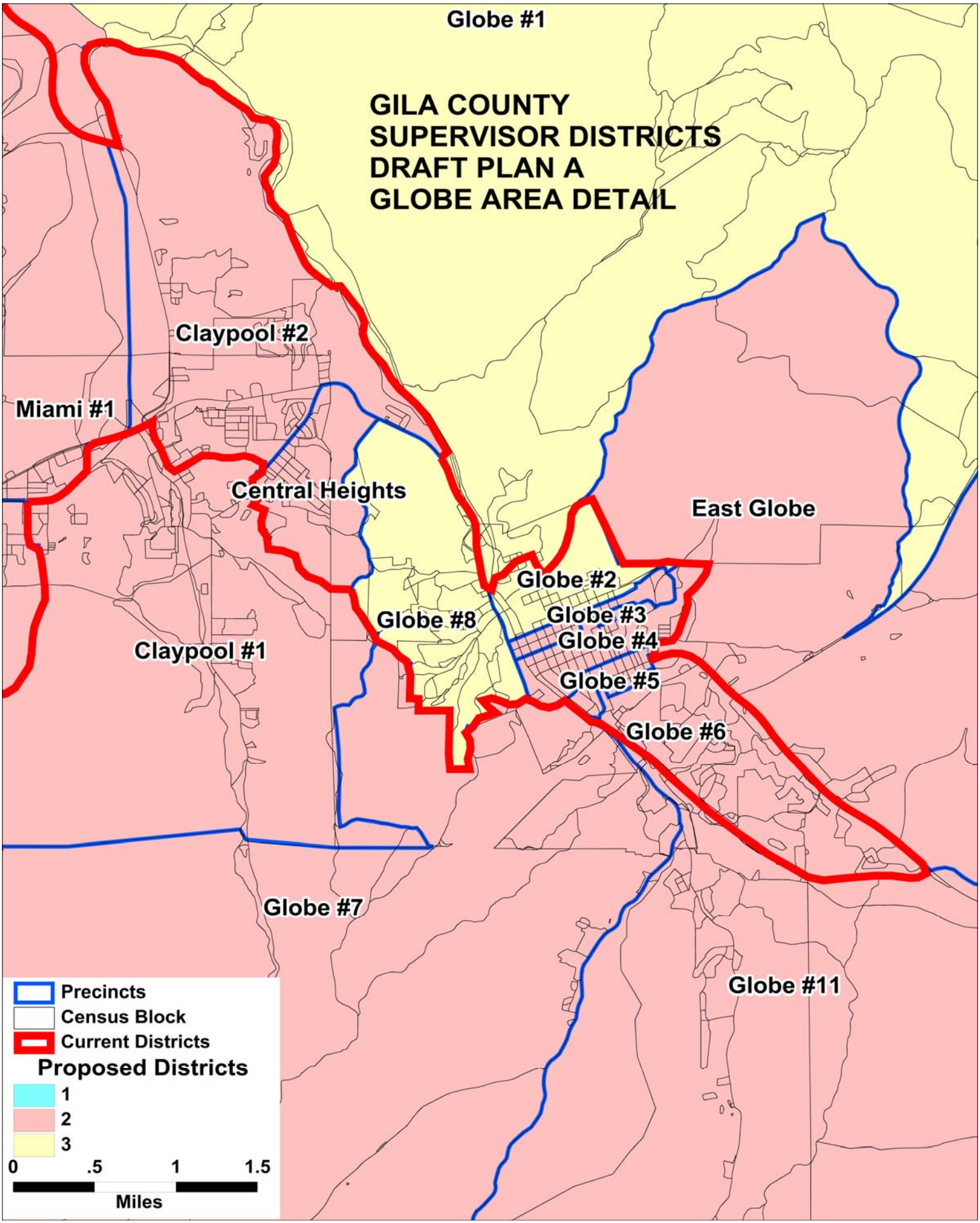
_____

Bryan Chambers
Chief Deputy County Attorney

GILA COUNTY SUPERVISOR DISTRICTS DRAFT PLAN A




GILA COUNTY
SUPERVISOR DISTRICTS
DRAFT PLAN A
PAYSON AREA DETAIL
Whispering Pines
Zane Grey
Pine-Strawberry
Payson #5
Payson #8
Payson #4
Payson #3
Payson #6
Payson #1
Star Valley
Payson #2
Precincts
Census Block
Current Districts
Proposed Districts
1
2
3
0
1
2
3
Miles


GILA COUNTY
SUPERVISOR DISTRICTS
DRAFT PLAN A
GLOBE AREA DETAIL
Globe #1
Claypool #2
Miami #1
Central Heights
East Globe
Globe #2
Globe #3
Globe #4
Globe #5
Globe #6
Globe #8
Claypool #1
Globe #7
Globe #11
Precincts
Census Block
Current Districts
Proposed Districts
1
2
3
0
.5
1
1.5
Miles

GILA COUNTY SUPERVISORIAL DISTRICTS
TOTAL POPULATION BY RACE AND HISPANIC ORIGIN
DRAFT PLAN A

Number:	District 1	District 2	District 3	Total, All Districts
Hispanic, of any race	1,467	5,236	2,885	***9,588***
Non-Hispanic White	16,025	11,908	7,365	***35,298***
Non-Hispanic Black	87	126	35	***248***
Non-Hispanic American Indian	357	667	6,951	***7,975***
Non-Hispanic Asian	114	130	77	***321***
Non-Hispanic Hawaiian	22	10	7	***39***
Non-Hispanic other race	20	27	19	***66***
Non-Hispanic two or more races	13	17	32	***62***
Total Population	***18,105***	***18,121***	***17,371***	***53,597***
Percent:				
Hispanic, of any race	8.10%	28.89%	16.61%	***17.89%***
Non-Hispanic White	88.51%	65.71%	42.40%	***65.86%***
Non-Hispanic Black	0.48%	0.70%	0.20%	***0.46%***
Non-Hispanic American Indian	1.97%	3.68%	40.01%	***14.88%***
Non-Hispanic Asian	0.63%	0.72%	0.44%	***0.60%***
Non-Hispanic Hawaiian	0.12%	0.06%	0.04%	***0.07%***
Non-Hispanic other race	0.11%	0.15%	0.11%	***0.12%***
Non-Hispanic two or more races	0.07%	0.09%	0.18%	***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	18,121	17,371	***deviation:***
Numeric deviation from Ideal Value	239	255	-495	***750***
Percent deviation from Ideal Value	1.34%	1.43%	-2.77%	***4.20%***

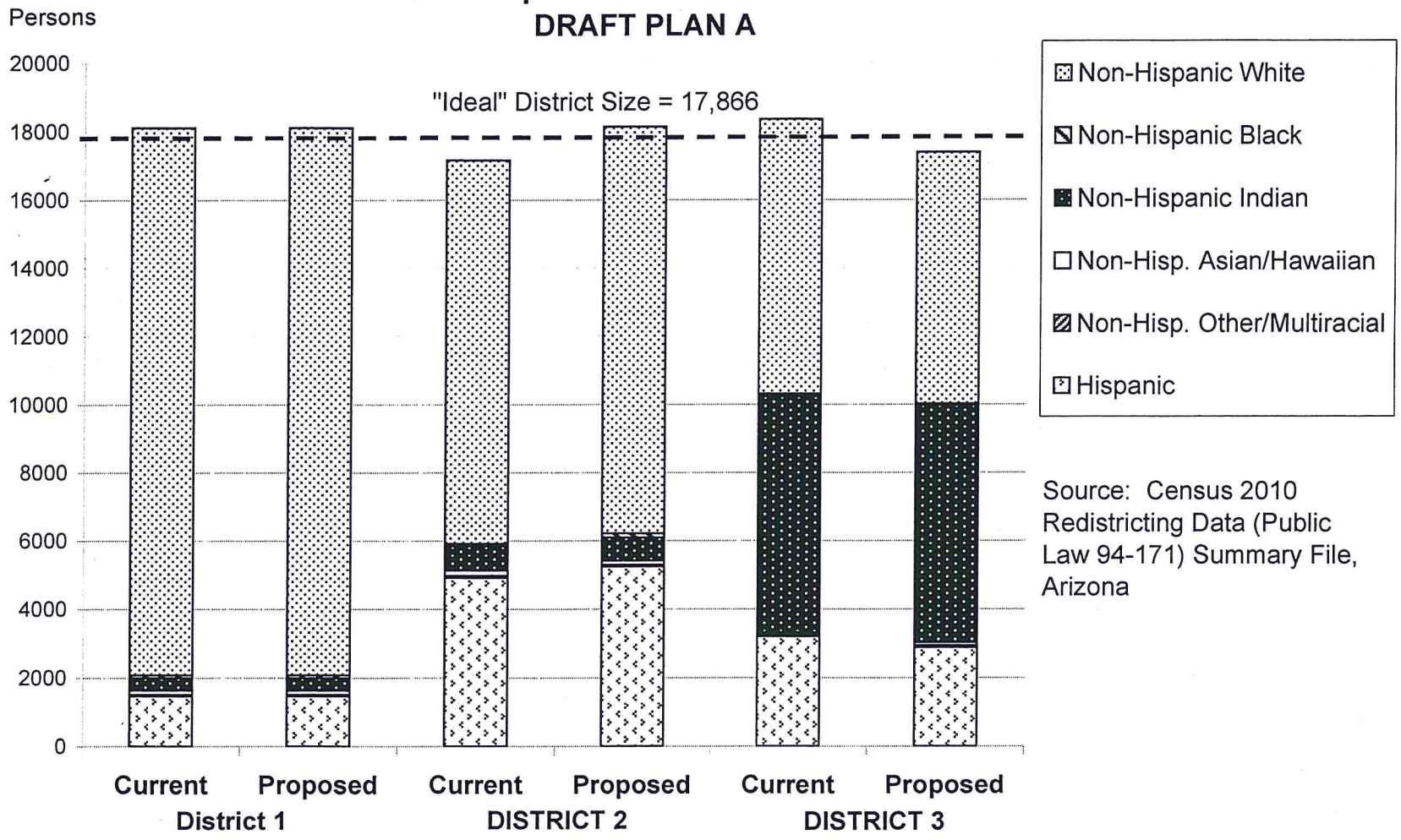
Source: Census 2010 Redistricting Data (Public Law 94-171) Summary file, Arizona
Tabulation: Research Advisory Services, Inc., Phoenix AZ (602) 230-9580

GILA COUNTY SUPERVISORIAL DISTRICTS
VOTING-AGE POPULATION BY RACE AND HISPANIC ORIGIN
DRAFT PLAN A

Voting-Age Number:	District 1	District 2	District 3	Total, All Districts
Hispanic, of any race	947	3,603	1,969	***6,519***
Non-Hispanic White	13,806	9,914	6,202	***29,922***
Non-Hispanic Black	47	101	23	***171***
Non-Hispanic American Indian	266	461	4,418	***5,145***
Non-Hispanic Asian	90	100	62	***252***
Non-Hispanic Hawaiian	17	7	6	***30***
Non-Hispanic other race	9	19	16	***44***
Non-Hispanic two or more races	11	13	19	***43***
Voting-Age Population	***15,193***	***14,218***	***12,715***	***42,126***
Voting-Age Percent:				
Hispanic, of any race	6.23%	25.34%	15.49%	***15.48%***
Non-Hispanic White	90.87%	69.73%	48.78%	***71.03%***
Non-Hispanic Black	0.31%	0.71%	0.18%	***0.41%***
Non-Hispanic American Indian	1.75%	3.24%	34.75%	***12.21%***
Non-Hispanic Asian	0.59%	0.70%	0.49%	***0.60%***
Non-Hispanic Hawaiian	0.11%	0.05%	0.05%	***0.07%***
Non-Hispanic other race	0.06%	0.13%	0.13%	***0.10%***
Non-Hispanic two or more races	0.07%	0.09%	0.15%	***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
DRAFT PLAN A



Source: Census 2010 Redistricting Data (Public Law 94-171) Summary File, Arizona

GILA COUNTY SUPERVISORIAL DISTRICTS
DRAFT PLAN A

	Current	Proposed Plan	Change
Population, District 1	18,105	18,105	0
Population, District 2	17,151	18,121	970
Population, District 3	18,341	17,371	-970
Population deviation, District 1	239	239	
Population deviation, District 2	-715	255	
Population deviation, District 3	475	-495	
Percent deviation, District 1	1.34%	1.34%	
Percent deviation, District 2	-4.00%	1.43%	
Percent deviation, District 3	2.66%	-2.77%	
Total plan deviation, number	1,190	750	
Total plan deviation, percent	6.66%	4.20%	
Percent voting-age Hispanic, District 1	6.23%	6.23%	0.00%
Percent voting-age Hispanic, District 2	24.88%	25.34%	0.46%
Percent voting-age Hispanic, District 3	16.45%	15.49%	-0.96%
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%	3.24%	-0.39%
Percent V-A Non-Hispanic Native American, District 3	32.77%	34.75%	1.98%
Percent V-A Non-Hispanic Black, District 1	0.31%	0.31%	0.00%
Percent V-A Non-Hispanic Black, District 2	0.46%	0.71%	0.25%
Percent V-A Non-Hispanic Black, District 3	0.46%	0.18%	-0.28%
Percent voting-age total minority residents, District 1	9.13%	9.13%	0.00%
Percent voting-age total minority residents, District 2	30.16%	30.27%	0.11%
Percent voting-age total minority residents, District 3	50.28%	51.22%	0.94%

ARF-882 **4- J**

Regular BOS Meeting

Meeting Date: 10/18/2011

Reporting Period: January 18, 2011, January 25, 2011, February 1, 2011, February 15, 2011, & February 24, 2011, BOS Meeting Minutes

Submitted For: Marilyn Brewer

Submitted By: Marilyn Brewer, Clerk of the Board of Supervisors

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Information

Subject

January 18, 2011, January 25, 2011, February 1, 2011, February 15, 2011, & February 24, 2011, BOS Meeting Minutes

Suggested Motion

Approval of the January 18, 2011, January 25, 2011, February 1, 2011, February 15, 2011, and February 24, 2011, BOS meeting minutes.

Attachments

BOS 01-18-11 Meeting Minutes

BOS 01-25-11 Meeting Minutes

BOX 02-01-11 Meeting Minutes

BOS 02-15-11 Meeting Minutes

BOS 04-24-11 Meeting Minutes

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: January 18, 2011

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 (via ITV conferencing); Shirley L. Dawson, Supervisor; Don McDaniel, Jr., County Manager; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Marian Sheppard led the Pledge of Allegiance and Reverend Bart Campbell of the Church of Christ in Globe delivered the invocation.

Item 2 - PRESENTATIONS:

2A. Presentation of the 2011 Gila County Law Enforcement Agencies' Calendar Contest winners from the Miami School District by County Attorney Daisy Flores.

County Attorney Daisy Flores presented the 2011 Gila County Law Enforcement Agencies' Calendar Contest winners from the Miami School District, as follows: Cover Winner-Ysabel Elycio; January-Jakob Shaw; February-Jacob Cummings; February-Madeline Belling; March-Keirstyn Newby; April-Faith Luther; May-Micheala Henderson; May-Kalea Head; June-Mackenzie Anthony; July-Brady Bartholomew; August-Jazmyn Authur; September-Dezirae Followill; October-Jayden Garcia; November-Katelin Followill; and December-Andrew Gray. The Board thanked each of the students for participating in the contest and thanked Ms. Flores for conducting the contest.

2B. Recognition of the following 12 employees for December's "Spotlight on Employees" Program: Barney Branstetter, John Jackson, Geoff Little,

Steve Leneberg, Mike Moore, Allen Oswalt, Dean Rodgers, Danny Savage, Smokey Slaughter, Thomas Tanner, Porter Wilbanks and Travis Wills.

Juley Bocardo-Homan, Deputy Human Resources Director, presented gift cards as recognition awards to 12 employees for December's "Spotlight on Employees" Program as follows: Barney Branstetter, John Jackson, Geoff Little, Steve Leneberg, Mike Moore, Allen Oswalt, Dean Rodgers, Danny Savage, Smokey Slaughter, Thomas Tanner, Porter Wilbanks and Travis Wills. Each Board member thanked the employees for their dedicated work.

Item 3 – PUBLIC HEARINGS:

3A. (Motion to adjourn as the Gila County Board of Supervisors and to convene as the Gila County Flood Control District Board of Directors.) Public Hearing: Information/Discussion/Action to consider the floodplain variance request submitted by Roy and Rose Goodwin for parcel no. 201-14-018C in Tonto Basin, and to direct the Floodplain Administrator to record to deed that the property is not in compliance with the Gila County Floodplain Management Ordinance. (Steve Sanders/Darde de Roulhac) (Motion to adjourn as the Gila County Flood Control District Board of Directors and to reconvene as the Gila County Board of Supervisors)

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board adjourned as the Gila County Board of Supervisors and convened as the Gila County Flood Control District Board of Directors.

Steve Sanders, Public Works Division Deputy Director, stated that this item is a continuation from a past meeting. There is no new information to provide other than that staff did go on site and measure the existing trailer and found that it would need to be elevated approximately 5.5 feet from its existing elevation to be in compliance. He noted that this time last year water was running through the property during the flooding in Tonto Basin. He stated that there are other homes in the area that have requested floodplain variances, which the Board denied and the homes were required to be elevated in order to be in compliance. Mr. Sanders requested that this floodplain variance be denied and that the home be elevated in order to come into compliance. He advised the Board that the Goodwins were present in Payson. Chairman Pastor opened the public hearing and called for comments from the public. Vice-Chairman Martin advised that Roy and Rose Goodwin, residents of Tonto Basin, would like to address the Board. Mr. Goodwin stated that he appreciated the time and consideration to speak on behalf of his property. Mr. Goodwin stated that he was asking for this variance, but also understood that by granting him a variance it could open up a flood of other variance issues. He stated that on his property the old house which he and his wife used to live in did not get any water in it at all during the flooding. He stated that what

really concerned him was having the deed recorded that the property is not in compliance with the Gila County Floodplain Management Ordinance and that the property would have to be in compliance before it could be sold. He expressed concern about having to elevate the home an additional 5.5 feet to a total height of 8.5 feet because of the ramps he has to utilize with his wheelchair. He stated that the reason they were glad to move out of the old house into this one was to avoid the amount of ramps he's had to deal with and to now go 8.5 plus feet up in the air was not feasible. He concluded by stating, "I appreciate you guys giving me the opportunity to speak to you…I know you have to do what you've got to do, but my house needs to stay at the height it is and I thank you." Supervisor Dawson stated to Mr. Goodwin that he commented that there's never been water in his old home; however, the problem that the County faces is the fact that the river and creek have changed and will continue to change. She stated, "It's a very hard decision to make and I have requested from the Job Corps (Civilian Conservation Corps) that they look at coming down and constructing a home, a Habitat for Humanity home for you. I discussed that briefly with Chairman Pastor. Again, this would entail you relocating to some other land and trying to find land that would be suitable and certainly that's part of the efforts we've made in addition to trying to find FEMA (Federal Emergency Management Agency) money, but trying to find you a way that would long-term take care of your problem is something that I think we need to look at." Mr. Goodwin was very appreciative of Supervisor Dawson's comments. Mr. Goodwin also discussed the possibility that when the bridge is built across the Tonto Creek, all of the land from Punkin Center probably to almost past the grocery store could be maintained and controlled by just keeping the on-ramps cleared, which he believed would divert the water away from the backside of his home. Vice-Chairman Martin stated that she believes the County needs to continue to seek a long-term solution for these folks. She was not in favor of the Board of Supervisors issuing this floodplain variance because the Board has not approved previous floodplain variance requests, and she didn't want to set a different precedent by approving this request. Chairman Pastor stated to Mr. Goodwin that he understood his concern; however, as supervisors, the Board has to look at the overall picture and how it affects all of Gila County. He stated that Mr. Phillips, the one who gave this home to Mr. Goodwin, also requested a variance based on the fact that this was his retirement home and now he was being required to meet all of these regulations that the County had in place. Mr. Phillips' variance request was denied and he did follow through with elevating his property to the requirements that were needed. Another resident was also required to elevate another trailer almost 10 feet to 12 feet high. He stated that it's a situation that the County needs to implement to protect the residents of the community as well as to protect Mr. Goodwin's property, and not jeopardize anyone else's property in the interim. Chairman Pastor stated that there are other requirements of the federal government that must be met by the County or be penalized. That is the reason the Board must make a decision based on more issues than just his particular circumstance with the Goodwin's property.

He stated, "It's just that we have to look out for everybody and not make exceptions as we move through this process." Mr. Goodwin stated, "I understand that and the Phillips were so gracious to give us this old house and then the work that was put in, it's like a brand new house. I understand that it would open up a can of worms and could even affect the FEMA monies that could happen…I understand and I know your decision and we appreciate the help in this." Chairman Pastor advised that the Board would take action on the agenda item and would then have County staff contact the Goodwins as to what options are available to them. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously denied the floodplain variance request submitted by Roy and Rose Goodwin for parcel no. 201-14-018C in Tonto Basin, and directed the Floodplain Administrator to record to deed that the property is not in compliance with the Gila County Floodplain Management Ordinance.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board adjourned as the Gila County Flood Control District Board of Directors reconvened as the Gila County Board of Supervisors.

Item 4 – REGULAR AGENDA ITEMS:

4A. Information/Discussion/Action to consider providing a Gila County Economic Development Grant to the City of Globe in the amount of $65,000 for the Old Dominion Historic Mine Park project.

Thea Wilshire, Chairman of the Old Dominion Historic Mine Park Committee, gave a PowerPoint presentation to the Board on the Old Dominion Historic Mine Park. Ms. Wilshire stated that the Committee has been organized for the last 10 years to work on this project, which is getting close to completion, and she wanted to talk about the progress made and where she hoped the County might join into toward the Park's completion. The Park is located across from the Globe-Miami Regional Chamber of Commerce by the big black slag mountain, which is extremely important to the community's history. A reclamation project of the area by BHP Billiton was recently completed. Ms. Wilshire's presentation consisted of photos, its history, the community vision, community benefits and a map of the various areas. She explained the steps that have been taken to develop the property. The Park would be under the City of Globe's Park System for maintenance and there would be a built-in provision for its ongoing care. The Vision Statement is as follows: "The Old Dominion Mine Park is a sustainable, multi-purpose civic resource that encourages community gathering, recreation and the promotion of our regional mining heritage." The Park will consist of trails named after mining claims, intrepretive displays, educational signs that will provide the history of the property from prehistoric times up to the present, ramadas with picnic tables, benches, a restroom, footbridges, 2 antique ladles and other historic artifacts along with parking areas. Ms. Wilshire noted the various contributors of

inkind services and cash contributions that have been made to date. In conclusion, Ms. Wilshire stated that a local mining company had initially agreed to pay for the construction costs of the big picnic pavilions, bathrooms and footbridges. The supplies were purchased and the design was completed; however, the mining company has now backed out. Ms. Wilshire stated, "I'm hoping that the County can come along and if this would fit under your economic development grant, provide us $65,000 toward the actual construction costs for the 2 large picnic pavilions, bathroom, footbridges, the extra ramada and the covered benches." She advised that continued safety mitigation is ongoing and being funded by BHP Billiton, which would involve taking down the hoist house in a way that will leave all the mechanisms so people can actually see it, but the safety risks will be removed. She advised that the Park dedication scheduled for February 12, 2011, has been rescheduled for April 9, 2011, with a grand opening scheduled in the spring of 2011. Ms. Wilshire invited the County to become partners as an economic driver for the community. Supervisor Dawson expressed her concerns about past reclamation of mining properties that then became unusable and she was glad to see that this reclamation would become a community useful facility. Supervisor Dawson stated that she appreciated Ms. Wilshire's efforts and can see the worthiness of this project. She knows that the County does have some funds that could be wisely invested in an economic development grant. Vice-Chairman Martin stated that she likes to see places where history can be captured and preserved and "it's a repository of that old knowledge readily available and I think that's very important to our kids now and certainly into the future, so I'm delighted to see we are considering making this happen down there." Upon inquiry by Chairman Pastor about the framework being torn down, Ms. Wilshire explained that the hoist house is crumbling, the wood is rotting and the sheet metal could come off during a strong wind and cut people. BHP is trying to mitigate as far as the safety risk and if it wasn't for the Park, Ms. Wilshire believes BHP would have just bulldozed it; however, knowing that the Park is being developed, they are trying to get the money and they've put out a request for proposals to try and have that removed without damaging any of the hoist mechanism so that so that it can be left there. Chairman Pastor questioned if the City of Globe would be the managing agency. Ms. Wilshire stated that was correct and she was very grateful that the new City Manager and all of the department heads have met with BHP and an 80-page master plan for the Park has been developed of the different strategies for safety and for containment, etc. She also noted that no fees will be charged to enter the Park. Chairman Pastor called on the County Manager to verify that funds are available in the County's grant program. Don McDaniel, County Manager, stated that this specific project has not been budgeted; however, there are budgeted funds which are available for economic development projects. He stated that should the Board decide to award this grant, the County would have to enter into an Intergovernmental Agreement (IGA) with the City of Globe, which would include details such as capping the amount, a not to exceed amount, specific language with regard to what the grant would

fund project-wise such as ramadas or bathrooms, etc. He reiterated that if the Board of Supervisors decided to award this grant, the next step before releasing funds would be for an IGA to be presented and approved by both entities. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved a Gila County Economic Development Grant to the City of Globe in an amount not to exceed $65,000 for the Old Dominion Historic Mine Park project with the condition that an Intergovernmental Agreement between Gila County and the City of Globe will be presented and approved by the Board of Supervisors at a future Board meeting.

4B. Information/Discussion/Action to approve the United States Marshals Service Limited Use Agreement for Detention Services between Gila County, on behalf of the Gila County Juvenile Detention Center, and the United States Marshals Service to provide bed space for the custody and care of federal detainees for the period of October 29, 2010, through October 28, 2011 at a rate of $131.40 per day per detainee.

Kendall Rhyne, Chief Probation Officer, stated that in September 2010 the United States Marshals Service contacted his office and requested permission to detain some of the U.S. Marshals' youth at the Gila County Juvenile Detention Center because other facilities were full to capacity. Mr. Rhyne stated that at that time he did not feel that the Gila County Juvenile Detention Center was prepared, nor ready to receive this type of higher risk youth. Since that time improvements have been made at the County's Juvenile Detention Center, including adopting certain philosophies and getting in line with state standards, so Mr. Rhyne believes that the County is now ready to accept these youth. Mr. Rhyne stated that the risk of the youth involved and detained has been evaluated and since he has been here over the last year, the Juvenile Detention Center has averaged about 10 detainees, which are housed in one wing. However, there is another wing that has been shut down so the Center is not operating to its fullest capacity. Mr. Rhyne stated that the U.S. Marshals Service has again contacted him to house some of its detainees and at this point in time he believes the County is ready and prepared to house these youth in a safe and productive manner that will not put any of the citizens of Gila County at any type of risk. He advised that the Limited Use Agreement would provide for a detainee for a maximum of 150 days between the time period of October 29, 2010, through October 28, 2011. If the U.S. Marshals Service decided to put 2 youth in detention, the County could house them for 75 days and that would be the end of the agreement. He requested that the Board approve the Limited Use Agreement for detention services at a cost of $131.40 per day per detainee. He stated that another benefit to the County would be this additional revenue stream of almost $20,000. He noted that the agreement could be terminated without any type of detrimental cost to the County. Supervisor Dawson inquired as to the minimum age of a detainee. Mr. Rhyne stated that the ages would range from age 8 to under age 18, with the average age being 16. Supervisor Dawson inquired as to the reason these

youth are being detained. Mr. Rhyne replied that they are serious offenders and some have committed murder, so they are a higher level risk youth. He advised that these detainees will not mingle with Gila County's youth being detained nor any other contracted youth. Vice-Chairman Martin inquired if the Center has the available necessary space and also if the County has the expertise for these higher level offenders. Mr. Rhyne replied that the Juvenile Detention Center has an entire wing that is not being utilized at this time because the Probation Department has done a great job internally of lowering the amount of local kids that are being detained. After having gone through many changes in the Probation Department, the staff are professionals who have come on board with a lot of experience working with this type of youth and they will be providing educational services. Mr. Rhyne stated, "Whether they are U.S. Marshals' youth, or Bureau of Indian Affairs' youth or our Gila County youth, the goal is to provide them with as many prosocial activities and programs as possible because one day these youth will be going back out on our streets." Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved the United States Marshals Service Limited Use Agreement for Detention Services between Gila County, on behalf of the Gila County Juvenile Detention Center, and the United States Marshals Service to provide bed space for the custody and care of federal detainees for the period of October 29, 2010, through October 28, 2011 at a rate of $131.40 per day per detainee.

4C. Information/Discussion/Action to approve Offer and Acceptance Solicitation No. ADES11-00000414 between the Arizona Department of Economic Security, Rehabilitation Services Administration, and Gila County, dba Gila Employment and Special Training (GEST), to provide extended supported employment services to vocational rehabilitation clients.

David Caddell, GEST Program Manager, requested that the Board approve this contract, which will replace the current contract for vocational rehabilitation services for extended support and employment. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved Offer and Acceptance Solicitation No. ADES11-00000414 between the Arizona Department of Economic Security, Rehabilitation Services Administration, and Gila County, d/b/a Gila Employment and Special Training (GEST), to provide extended supported employment services to vocational rehabilitation clients.

4D. Information/Discussion/Action to approve the distribution of LTAF II (Local Transportation Assistance Funds II) funds to senior centers and other transportation entities for their continued operation per the attached list.

Steve Stratton, Public Works Division Director, stated that every year he comes before the Board for approval to distribute LTAF II funds, which is lottery

money. He stated that as with all other funds in the state, these funds will no longer be budgeted by the state so these funds will only be available for this year and next year. A list was provided to the Board listing the recommendations for distribution, which have a 2-year limitation on disbursing these funds and Mr. Stratton stated that he is trying to run that out to the limit so as many people as possible can be helped; hence a listing with specific dollar amounts. Mr. Stratton stated that one of the entities currently is without a charter—The Boys and Girls Club; however, he does believe that the Club is trying to reorganize so he would like to reserve the funds for the Boys and Girls Club for 30 days. He clarified that if the Board approves this distribution, contact will be made with each agency and Intergovernmental Agreements (IGAs) will be drawn up that will require the reportings that the County needs for the auditors and those IGAs will be brought back to the Board for approval on the consent agenda. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved the distribution of LTAF II (Local Transportation Assistance Funds II) funds to senior centers and other transportation entities for their continued operation and with a 30-day extension on distributing funds to the Boys and Girls Club. The distribution list approved included the following entities: City of Globe--$10,000; Copper Spike--$10,000; Safe House Domestic Violence Shelter in Globe--$2,500; Miami Senior Center--$5,233.42; Boys and Girls Club in Globe--$5,000; SCAT--$5,000; Hayden Senior Center--$5,233.43; Payson Time Out Domestic Violence Shelter--$2,500; Star Valley Senior Center--$5,233.43; Payson Senior Center--$10,000; and Pine Senior Center--$5,233.43 for a total of $65,933.71. Chairman Pastor inquired if the Board needed to include in the motion the distribution to the Boys and Girls Club and the 30-day reserve of the funds. Mr. Stratton requested that the Board amend its motion so that it will show a commitment on the County's part. Supervisor Dawson amended her motion by adding that there will be a 30-day extension for distribution for the Globe-Miami Boys and Girls Club, which was seconded by Vice-Chairman Martin. Vice-Chairman Martin inquired if the Boys and Girls Club does not get rechartered, would the funds be reissued to another party? Mr. Stratton replied that if the Boys and Girls Club does not get its charter back within 30 days, he will come back to the Board with a recommendation for the distribution of those funds. Chairman Pastor called for a vote, and the motion was passed unanimously.

4E. Information/Discussion/Action to adopt "Policy and Procedure for the Abandonment of County Highways, Local Streets, Avenues, Alleys and for the Extinguishment of Easements within Gila County," which replaces "Guidelines for Vacation of Public Roadways" policy.

Steve Sanders, Public Works Division Deputy Director, stated that the County has guidelines for roadway abandonments and vacations of right-of-ways in place; however, they are outdated although they do follow current Arizona Revised Statute (ARS) guidelines and the results that follow are the current

ARS guidelines. He presented a list of some of the the proposed changes and reviewed some of the main changes with the Board. One of the changes proposed is in regard to the application fee that is currently $250; it is proposed that it be increased to $500. He stated that a poll was conducted in the other counties and their fees range from zero to $5,000. Some of the rural counties would be in line with Gila County at around $500. He stated that currently for someone to submit an application, they must go out and hire a surveyor to write a legal description and have a map prepared, which puts a lot of expense on the petitioner, especially if it is not approved. The County is proposing to change that process so when an application is submitted, County staff will view the site with the petitioner, offer recommendations and then the petitioner can decide if he/she wants to move forward. It would still cost the petitioner the $500 to submit the application. Another proposed change is that the County currently only notifies utility companies and historically utility companies have always objected because they are afraid they are going to lose their right for utility placement. However, that is not true because the law is very clear about reserving rights for utility companies. The County will help the petitioners if there is an objection and get resolution from the people that do object and the County will also notify private property owners in the area and emergency responders. More people could potentially object, although there shouldn't be a reason to object; however, if the County thought there was going to be an objection, the process probably wouldn't have reached that point. Another proposal is that right now the County doesn't set a minimum bid, so people basically can apply and bid $10. However, some of the property is worth quite a bit of money so it is being proposed to use the Assessor's valution of property in the area, such as a parcel adjacent that is similar to the property the County is working with, and to have that assessed value become the minimum bid. If the petitioners don't agree with the appraisal, they are free to get their own appraisal by a licensed appraiser. All of the changes will adhere to the Arizona Revised Statutes. Supervisor Dawson inquired, "If a person owned land that was platted by the city or town and there's 25 roads platted in this acreage does the petitioner have to pay $500 per abandonment?" Mr. Sanders gave a specific example of an area that the County is working with right now, the Arlington Heights area of Globe. These guidelines give staff the option to go out and initiate the proceedings. The County is currently doing a survey of the entire Arlington Heights area. Once the County locates all of the roads that really aren't roads that can't be built because of the geography and topography of the land, County staff will call the landowners in at that time and attempt to divide up the property. The County would not expect multiple land owners to come to the County over a wide area. That's something that the County would initiate. Supervisor Dawson stated that she was specifically talking about 1 landowner owning acreage that is platted with 25 roads. Mr. Sanders replied that it would be a one-time application fee unless the petitioner came back time after time and did one road at a time. If the petitioner wanted to do all of the roads at one time, it would be a one-time fee. Vice-Chairman Martin inquired if this policy would go into effect as soon as it is adopted by the

Board and will there be cases pending that would follow the old policy? Don McDaniel, County Manager, noted that when this item was reviewed at the agenda review meeting about a week ago, the new proposed guidelines were attached to this item for review; however, for some unknown reason the guidelines were no longer attached to this item in the AgendaQuick system. He don't know if that was critical issue and he deferred to the County Attorney as to whether or not it's pertinent and whether or not the Board can adopt the guidelines or postpone taking a vote on this item. Bryan Chambers, Chief Deputy County Attorney, stated that his concern would be if what is being proposed today was sent out to the public. He advised that perhaps this item should be placed on the next Board meeting agenda to ensure that the public is aware of what the new proposed guidelines are prior to them being approved by the Board. Mr. Chambers also noted that in regard to when this policy would take effect, he wasn't one hundred percent sure, but if this is seen as a legislative act, then there would be a delay of 30 days. Since these are guidelines, Mr. Chambers wasn't sure that's the case. Mr. Chambers stated, "These are guidelines and so under the current procedure, certainly the Board could consider a lot of the things that are being proposed in the new guidelines because the Board does have a lot of discretion as to whether they extinguish these easements or not." As far as voting on this item today, Mr. Chambers stated that unless the proposed guidelines were actually made available to the public, his advice would be to wait until the next Board meeting to consider adopting them. Chairman Pastor inquired if the timeline for adoption of these guidelines was of concern. Mr. Sanders stated that this is a work in progress that has been ongoing for well over a year. In his opinion, Mr. Sanders also thought that abandonments already in process would follow the old guidelines that the Board has already approved, but once the new guidelines and policy were adopted by the Board everything after that would follow the new guidelines; however, the final decision would be up to the County Attorney's Office. Supervisor Dawson made the motion to table this item to the February 1, 2011, meeting. Chairman Pastor requested that Supervisor Dawson amend her motion to continue this item, rather than table it. Supervisor Dawson amended her motion to continue this item to the February 1, 2011, meeting. The motion was seconded by Vice-Chairman Martin and unanimously approved.

4F. Information/Discussion/Action to approve a Change Order in the amount of $212,961.59 for Dean Douglas Development, whereby the Contractor will complete the paving, sidewalks, and bank stabilization at the new Public Works Complex.

Steve Stratton, Public Works Division Director, stated that this is a request to approve a change order for 2 of the 3 new buildings that the County is constructing on its property between the hospital and Russell Road. When the County originally put these projects together, it was decided that the paving would be done in-house because it would be cheaper. The slope stabilization

and shotcrete were going to be done at a later date as funds were available. The bids for the 3 original buildings were estimated to be in the $4.2 million range; however, when the bids came in at $2.8 million, well under the County's projections, the decision was made to wait until the buildings were ready to be occupied to see the actual funds spent and if changes were needed as is usually the case in all construction projects. Prior to requesting this $212,962.59 change order, there has been approximately 4.18% of the project in change orders, which is extremely low and there are also contingency monies as well as some of the monies that were allocated. The original change order bid came in at $322,000; however, as it was reviewed, it was determined that there were several things where the County could partner with the contractor and save additional funds. Vice-Chairman Martin stated that she appreciated the thought that has gone into this change order in order to partner with the contractor to save money. Vice-Chairman Martin agreed that the paving and parking lot should be done by a contractor that does this work all the time and she felt it should be completed before the building was occupied. Chairman Pastor inquired if the plan was still not to pave the parking lot across from the auto shop, and keep it available for future expansion. Mr. Stratton replied in the affirmative and stated that in the original plan that was going to be a parking lot with a bridge across Water Tank Wash and the Facilities Department employees were going to use it as well as others; however, since that design was completed, the County purchased the property northeast of the Facilities building adjacent to that property and demolished a home that was there, which now will serve as the parking lot for the Facilities Department employees. He stated that is not included in this particular paving program because the County has intentions in the future of modifying Russell Road and a portion of that property may be utilized in that realignment and widening and would be included in the Russell Road contract. Chairman Pastor stated that he was inquiring because he still has concerns about all of the equipment and vehicles throughout the area and wondered if that area could be used for equipment parking space in the interim. Mr. Stratton replied that the area could be used for overflow parking space; however, he believes the design included adequate space in the road yard area. He also noted the structure behind the new shop that will be utilized to move a lot of the County's equipment in out of the weather such as the chip box and paving machines, which will reduce equipment maintenance. Chairman Pastor inquired if the contingency fund would cover the cost of the change order. Mr. Stratton replied that even with this change order and the current bids received on the contracts, there is still additional bond money left over. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved a Change Order in the amount of $212,961.59 for Dean Douglas Development, whereby the Contractor will complete the paving, sidewalks, and bank stabilization at the new Public Works Complex. Mr. Stratton advised that he asked Dean Douglas Development to get paving bids from a contractor in the Globe area, the Payson area and the

Tonto Basin area and any others as he wanted to ensure that Gila County contractors had an opportunity to bid on the project.

4G. Information/Discussion/Action to adopt Resolution No. 11-01-04 establishing guidelines for the selection of the Gila County Redistricting Advisory Committee.

Linda Eastlick, Elections Director, stated that as a result of 2010 Census, the County must review each of its districts and review the data from the Census and make a determination as to whether the County needs to redistrict its supervisorial districts. The Census will also affect the Gila County Community College board districts and probably will affect the City of Globe also. Ms. Eastlick recommended that in an effort to maintain as fair a process and as a-political a process as possible and to avoid the perception that there are hidden agendas, that the County go forward with a process that will allow individual members of the public to make application to their supervisor or to have the supervisor send applications to people that would like to be considered as a member of a redistricting advisory committee. This resolution and the guidelines set forth are not only for the committee selection guidelines, but it also gives an overview of what the committee members would be required to do. She stated that it's not a simple process and frequently the public may become involved and not understand that there is quite a bit required of individuals. As far as the selection guidelines are concerned, in general it would be expected that each member is a registered voter within the state of Arizona, and has been registered continuously with the same political party or registered as an unaffiliated individual for 3 or more years preceding their appointment. Within 3 or more years previous to the appointment, the members shall not have been appointed to, elected to, or a candidate for any partisan public office or community college board, served as an officer of a political party, served as a registered paid lobbyist or served as an officer of a candidate's campaign committee. She stated that much of that language comes from the Arizona Constitution regarding the redistricting board that is put together for the state of Arizona. She also noted that current County employees would not serve as members of the committee and that during the tenure of the committee and three years thereafter, the committee members would be ineligible for partisan office or public office or registration as a paid lobbyist. Ms. Eastlick stated that individuals that meet those application guidelines would be put into a pool and then the Board would select 9 members to be a part of the final advisory committee. She stated that the selection would begin with the Chairman of the Board making the first selection, the Vice Chairman making the second selection and members at large making the selection thereafter. Ms. Eastlick stated that while the duties and responsibilities of the committee are not limited to what she was presenting, she wanted to highlight some of them and noted that the committee will be asked to work in as honest, independent and impartial fashion as possible. She stated that this is a very political process that will be made as a-

political as possible, but nevertheless it will be a very political process. The committee will be asked to work under the direction and the guidance of the Gila County Elections staff and the hired consultants as well as the Board of Supervisors; the committee members will attend all planning meetings and all presentations and hearings that will be set in the future; they will be required to report the outcome from these public meetings; they will be evaluating all of the public input and redistricting proposals under the guidance of the Elections Department staff and consultants; and will then make proposals to the Board of Supervisors. She stated that individuals in the public will also be encouraged to submit their comments and their recommendations for redistricting. Ms. Eastlick recommended that the Board approve the Resolution and the guidelines so the process can then move forward with the receipt of the applications and selection of the committee. She would like to have the committee selected and approved at the March 1, 2010, Board meeting. Vice-Chairman Martin stated that she knows of a lady who wants to apply for this committee who moved here from Europe and she may fall short of the requirement to have been a citizen for 3 years. This lady wonders if the Board would make an exception for her to be able to apply. Ms. Eastlick recommended that the lady fill out an application, which will be available through each of the Board members and that application will also be a self-interest disclosure where room is provided at the bottom of the form to state that information and provide the reason she should still be considered. The names of any applicants in that situation would be brought to the Board and by a unanimous decision, the Board would need to determine if that person would be eligible to participate on the committee. Mr. Chambers stated that in regard to Vice-Chairman Martin's scenario, he believes that the way the guidelines are written, they say that a person applying has to be a registered voter for 3 years and then they also say that the Gila County Director of Elections shall review related background information and remove any applicant that does not meet the qualifications in these guidelines. He stated if that is a concern, the Board may want to consider changing the 3-year requirement to 2 years because as it is written the Elections Director would have to pull that application. Ms. Eastlick explained that on the application process it is indicated to the applicant to explain why they feel that their answer(s) should not disqualify them from serving on the committee. She noted that exceptions could be granted only by a unanimous vote of the Board. Mr. Chambers suggested that if that statement is on the application then there should be a paragraph written in the guidelines stating that there can be adjustments made or requirements waived, which would obviously be at the discretion of the Board as to whether or not they want adjustments possible; otherwise, it should be taken off of the application form. Ms. Eastlick recommended that the Board approve the guidelines with the modification to item 2G. Mr. McDaniel recommended that the wording could be changed to read in item G on page 1, "That the Gila County Department of Elections shall review related applicant background information and shall submit qualified applicants to the Board for approval" and take out "remove any applicant who

does not meet the qualifications of these guidelines." That way if the Board wants to waive any of those they can do so. The form that Ms. Eastlick has submitted with regard to applicants then is consistent with that and the wording then is taken care of and it allows the elections staff to review each applicant and make a determination. Ms. Eastlick recommended removing the word "qualified" and just adding "shall submit the applicants to the Board for approval." The Elections staff could submit that list with a notation if there is any issue. Mr. Chambers stated that he agreed that the word "qualified" should be removed because the applicant still wouldn't be qualified. He did advise that it could open up a very big hole in the whole procedure. Vice-Chairman Martin stated that the only reason she brought this up was because this lady would be an excellent person to have on this committee because of her perspective as a new citizen and as a fairly new voter taking a look at the redistricting process. Chairman Pastor stated that one of his concerns is that there have been other questions from those who are not registered voters, who want to be part of the committee and if the Board starts changing its guidelines, it may be opening "a big old can of worms." Mr. Chambers provided additional legal advice by stating that the Board is not required to have any guidelines or a redistricting committee. He believes that for good reasons, the Elections Director has proposed this and it's probably a very good idea to have a citizens' committee that can actually list input from people all over the county whether they are registered to vote or not. If the Board wishes to make some sort of exception, his recommendation was to just change the requirement from 3 years to 2 years as far as being a registered voter, which would get around Vice-Chairman Martin's concerns, but would not completely open the door to all exceptions to the guidelines; however, the Board doesn't have to have any guidelines at all. He noted that the County requirements are different from the state redistricting committee requirements because the state's requirements are part of the Arizona Constitution. Supervisor Dawson made the motion to adopt Resolution No. 11-01-04 establishing guidelines for the selection of the Gila County Redistricting Advisory Committee as submitted by the Elections Director with the change of citizenship from three years to two years. Ms. Eastlick requested that the motion be amended to change the registered voter requirement from three years to two years rather than the citizenship. Supervisor Dawson amended her motion to change the registered voter requirement from 3 years to 2 years. The motion was seconded by Vice-Chairman Martin and unanimously approved. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

4H. Information/Discussion/Action to consider the adoption of Resolution No. 11-01-05, a resolution of the Board of Supervisors in support of changes being made to the Arizona Revised Statutes which would allow a provisional community college district to transition to a community college district.

Chairman Pastor called on Vice-Chairman Martin to present this item. Vice-Chairman Martin advised that Tom Loeffler, who is on the Board of Directors for the Gila County Community College District (GCCCD), would be presenting this item. Chairman Pastor stated that before he recognized Mr. Loeffler, he inquired if Mr. Loeffler was presenting this as a member of the governing board for the GCCCD or if he was presenting it as a private citizen because there could be a problem if he was presenting for the GCCCD, so he would need to get advice from the County Attorney's Office. Mr. Loeffler advised that he was presenting this as the Chair of the Subcommittee of the Senate Task Force on this subject and this was basically the report given to Senator Allen as the Chair of that Subcommittee. Chairman Pastor stated that Mr. Chambers was giving him the heads up and requested that Mr. Loeffler proceed. Mr. Loeffler stated that he was going to use the word independence as opposed to a fully organized district just because it's easier for people to understand. He stated that a few meetings ago Supervisor Dawson spoke highly on what Eastern Arizona College (EAC) has done for GCCCD. He stated that EAC has provided accreditation and guidance during GCCCD's formative period and provided the resources and curriculum structure and basic courses to allow GCCCD to grow. GCCCD has grown and continues to do so. He stated, "GCCCD was like the child of EAC, where they watched GCCCD grow and protected it from pitfalls as it grew." He stated that as all parents know, the child begins to crawl and takes his first steps and finally runs. He stated that Brent McCuen, Vice-President of EAC stated at one of the budget meetings that he looked forward to seeing GCCCD stand on its own some day. Another administrator of EAC indicated that GCCCD was getting close to EAC's head count population and may surpass them in 3 or 4 years. Mr. Loeffler stated that with pending legislation, it is time for GCCCD to take its first step. He then reviewed some talking points of why independence would benefit Gila County, which are as follows: 1) <u>It would keep Gila County tax money in the County</u>: Currently the college budget is $6.1 million. Of that $6.1 million approximately $2.6 million comes back into the County as salaries and miscellaneous. The remaining $3.5 million leaves the County and does not come back so that is $3.5 million of Gila County taxes that goes to other counties and is used to support their economic growth. That $3.5 million combined with the multiplier effect could help Gila County's economy and job market during these hard economic times, in other words, keeping our tax money in our own county. 2) <u>Receiving outside aide</u>: If GCCCD became independent, it would be eligible for workforce development federal funds currently valued at about $300,000 per year. GCCCD would also be in line to receive state capital funds as additional funding once the state establishes how it is going to fund higher education. This would probably include some type of funding to replace the current equalization aide. GCCCD would need to be independent when this happens since, as a provisional college, it is not eligible for most state funding. 3) <u>Community control of the college</u>: GCCCD's independence would ensure that the elected representatives of the college would be accountable to local taxpayers. The College Board and staff would have to answer to local boards

instead of some county administration. Gila County taxpayers would have some say in how the tax money was being spent by the College. 4) Investment and economic growth: The cost of providing effective education and providing economic growth would be reduced by achieving independence. As an independent college, GCCCD would take over more and more of the administrative duties and reduce the current overhead now paid. The elected board would be in control over the budget and ensure the best value for the money spent. 5) A developed budget and business plan: For an independent college the first person to be hired would be a Financial Director to get a handle on the finances. The current GCCCD Board needs a detailed budget along with a multi-year business plan to develop the most cost effective yet educationally superior community college. Voters deserve the most for their tax dollars. 5) No increase in property taxes. If the GCCCD moves in a controlled fashion and adds positions and functions as funds allow over the next 4 years, it can increase the staff needed to function independently without raising property taxes. With the increase in student enrollment and the normal inflation of the tax levy, the GCCCD could add 2-4 positions per year for the next 4 years after it achieves independence, so no new taxes. Mr. Loeffler stated that a note he would like to add is that the financial data he used to make these projections comes directly from EAC. The selection and order of positions needed to properly administer GCCCD comes from Dr. Rockwiler of Cochise College because that college was recommended by the Senate Task Force as the most closely aligned to GCCCD. Mr. Loeffler stated in conclusion that most importantly, being independent or a fully organized district would not mean GCCCD would be accredited immediately as it would still have to contract with EAC or another college until it became a candidate for accreditation. However, GCCCD's overhead would go down as positions were filled with GCCCD's own employees. Mr. Loeffler thanked the Board and requested a positive vote on this resolution. Supervisor Dawson stated, "To Mr. Loeffler and to the people of northern Gila County who have chosen to suggest that I support EAC because of my religion or because I'm an alumnus from EAC, my religion absolutely has nothing to do with EAC. The Latter Days Saints Church gave to Graham County the EAC many years before I attended EAC. My status as a graduate of EAC has put me in a position of strong support of the community college system be it EAC, Central Arizona, Coconino, Cochise County, wherever. I was not fortunate in being born into a wealthy family or perhaps I was fortunate in not being born into one and EAC and the tuition at EAC offered me the opportunity of a college education. The roots of that, I am so grateful that I have that foundation of going to a small community college before venturing off to the University of Arizona. I don't think I would have made it without the foundation that EAC gave me. There is no way that I want to stand in the way of GCCCD continuing to grow. And that's one of the reasons that I have been very cautious with San Carlos as they want to take their branch of GCCCD and become their own community college. I believe that the study that was done, Mr. Loeffler, reflects the fact that just the cost of accreditation is extremely expensive and a long-term project. I happened to serve on the committee

accrediting Globe High School, a high school as opposed to a college, and I could not believe the work that had to go into that. Accreditation according to the study that the group that senator Allen formulated, I believe their results showed that just the process of accreditation, the ballpark figure was approximately $10 million just to go through accreditation. The question of whether we are getting the best services for the money we're paying EAC, GCCCD pays EAC a 25% administrative fee. You cited Cochise College as most like our scenario here. Cochise College just partnered with Santa Cruz College. Santa Cruz County is paying Cochise County 30-34% to administer Santa Cruz College. I believe that we need to look carefully when your article in the Payson Roundup said 'let's bombard the legislature with letters of support of independence.' I have been known to bombard the state legislature with emails and letters and phone calls in support of this independence. I have been known to bombard the state legislature with e-mails, phone calls, and visits in support of different measures, in particular the Arizona Long Term Care System. Right now the state of Arizona is facing the most critical time in Arizona's history, its financial viewings. They are trying to restructure how they are going to fund higher education. Some months ago I cautioned the GCCCD administration when they came here. I presented them with the Goldwater Institute report, which said community colleges are a drop out factory. I'm sure you have seen that article. GCCCD is the exception, but it was not the exception when I came back from Peru in 2004. I drove out to the college. It had become a provisional college and was operating under Pima Community College. I thought the college was closed. I went there to enroll in Spanish and to enroll in a computer college class and I found out later that because Gila County had partnered with Pima Community College, the tuition had greatly increased. The rocky status--are we accredited, aren't we accredited, what's going on--had plummeted the enrollment. Kids graduating from high school did not feel secure just as kids graduating next year and the following year will be looking at 'is this a college?' What are we trying to do? What is it Senator Allen's bill does? As I mentioned, I was out of state, but I spent a considerable amount of time trying to find Senator Allen's bill and what exactly is proposed. This is not a time for our state legislators to be working out legislation on the run. What they are doing down there needs to be carefully thought out and carefully addressed and legislation that is questionable as to what is the ultimate goal here. Are you trying to just tell EAC to let you go, quit protecting me as a child? I question whether this is the time and the season for such a move. There is certainly going to be serious reconsideration of what the state does in funding colleges and community colleges. I fully support and I tried and urged the state legislature and I believe that Senator Allen would be wise in helping see that workforce development money is made available to GCCCD. That legislation is not something that would detract from where money is or what this money is that GCCCD earns and should receive. This journey, you said it begins with one step. I believe that first step is critical and should not be a misstep of 'well it might not cost the taxpayers' that Senator Allen has promised the state legislature that they

don't have to give any money to support this for 4 years or 10 years. We can't go that route. These are young lives; productive citizens are made in that community college. I noticed that you were concerned about control of the college and numerous times we have gone through this battle. We went through it in 2004 as we discussed whether to go back to contracting with EAC or continue down the road that was destroying our community college. At that time, the EAC administration said the control of your college is in your hands. Yes Mr. Loeffler, I've listened to your meetings, your board meetings. I've seen the contention over budgets. I appreciate the fact that EAC is experienced in college finance and has carefully guided this college, the community college that we have, into a very, very successful college both in Globe, and in Payson and in San Carlos. I don't for a minute want to say, 'Gee independence is not something we should be working for.' I believe it is something that we should be working for. I believe the time is wrong right now and I believe this is not well-thought-out legislation. It is not on her side at this time. And you're asking the Board to endorse, support something that is not drawn up and clear?" Vice-Chairman Martin stated that she believes the entire post secondary education should be revamped in Arizona. Vice-Chairman Martin stated, "I do believe that these folks have put an awful lot of thought and effort into asking for our support in their path towards seeking independence and what it all comes down to for me is I don't know if there's ever a good or a right time. And I look at it if not now, when? If not us, then who? I'm ready to start that process. I'm ready to help get behind them and get behind Payson and get behind the GCCCD board and everybody that has put their foot forward and said let's get this started. I'm ready to get behind them and say go, do your thing, see where it comes, not discounting anything Supervisor Dawson said. The legislature does have a tough session ahead of them. They do have an incredibly important decision to be made, but this doesn't need to be put off any longer. We're getting to the point where this does need to be addressed and that's where I am with it. I think that it's time that we told them yes, we support you, find the path." Supervisor Dawson stated, "My concern in 'we support you' is we support the taxpayers of Gila County. There is no way that this can become an independent community college without it becoming a significant increase to taxpayers. There's just no way. The savings of $1.5 million is no savings when you start trying to have your own financial department, your own administration that budgets. It's just not. Also they are contingent upon--one of the ideas presented was that the enrollment would continue to grow. We have two proposals. We have Arizona State University (ASU) being a very real campus in Payson. We have San Carlos working towards independence from GCCCD. There is a significant effect upon enrollment. We don't know what the tuition is going to be for ASU. So will the students choose to go to the ASU campus, rather than the GCCCD campus? There are some in the room who would go to ASU rather than EAC. I'm sorry about those mistakes in their life. We have a great community college and I want to see its greatness grow on a firm foundation and this legislation I don't feel is firm in moving that college into independence." Dan Adams, a resident

of Payson, stated that there are several thoughts that have come up in the conversation. The first one was that there are a tremendous number of programs in the whole educational system in Arizona and he thought Arizona should switch to a system like Colorado where the state does not give money to any school. The money goes to the students, just like the GI bill, so when the student applies to a school and is accepted, then the student directs the state to send his/her money to that school. Mr. Adams stated he believes that would be a much better system because it would put all of the schools in Arizona in competition with each other to serve the requirements of a student body best. He stated that the second thing is that in listening to Mr. Loeffler's presentation, if the Board approves this, nothing is going to happen immediately. It will only allow GCCCD to start really planning its own future and it is going to have to take assistance from somebody who is accredited whether it's EAC or somebody else. He also noted that the community has done a good job in laying out realistic facts as to what the cost will be from this point on. The third thing Mr. Adams pointed out was that it was obvious to him that whether the Gila County Board of Supervisors approves this or not, this bill will continue in the state legislature. He thought the process would be made easier if it was approved by the Board; however, if the Board didn't approve it, it would remain to be seen what will happen. Mr. Adams concluded with a 4th comment by stating that he has become a firm believer in what Kenny Evans, Mayor of Payson, is doing by pursuing a full scale college and that includes working with GCCCD to bring students from all over Arizona to GCCCD to utilize the dorms that would be located at the new ASU branch or if that doesn't come through, Mr. Adams was sure that Mr. Evans would move on to other people. He gave the example of when Glendale wanted to expand; it went east and found 5 colleges that wanted to come to Arizona and they created the partnership with Glendale. Mr. Adams stated, "All we are asking is to have the option to be turned loose, so that whatever things come up, we don't have to go to the legislature again." Mr. Loeffler pointed out for clarification purposes, that the legislation that is being proposed will be introduced this week and all 3 of Gila County's representatives are supportive of this concept. He stated that the legislation being proposed is basically what the proposed resolution accurately describes as a pathway for independence of the potential and real counties that have what we call provisional colleges. He stated, "If we hold off on this and the state does come up with a new way of funding higher education and I have seen the first draft of their study and the second draft is going to come out in June, if we continue as a provisional college when that legislation or policy comes out about funding. Because of the fact that we are not attempting to change any current legislation, we would still be a provisional college and we would not qualify for the state funding. Whatever formula they take, GCCCD would still be in the same position it is now. As you know, if GCCCD were eligible for equalization funding, the legislative aides say that we would be entitled to $6 million a year right now, but because GCCCD is provisional it doesn't get any of that. And the same thing would happen if they come up with a new funding formula. If GCCCD

doesn't become independent, the statutes would say that it not be allowed to get state funding. So as you see, there are economic situations that have to be considered here and by being independent GCCCD would be in the realm of all the other community colleges in the state right now." Chairman Pastor stated that he has been involved with the community college for the past 25 years and had received his degree from GCCCD through EAC and then received his Bachelor's Degree from Northern Arizona University through the outreach program that EAC and GCCCD offered, so it was "near and dear to my heart." He stated, "Over the years there has been many a discussion about when we become an independent college. We've discussed it many, many times and the complicated process that is involved and the long-term that is involved, so it's not going to be an easy process and quick process. What has been proposed to the Board today has not been to endorse any kind of legislation that may or may not be presented in its current form at the legislature. I've talked with several folks involved with the community colleges here. Believe me like I said, I do support the community college. When this matter came up I met with several folks and got their feelings and sat with the County Manager and presented the resolution to him--the resolution that was adopted by the governing board of GCCCD of which you are a member, Mr. Loeffler. Then Sylvia Allen came to us 2 to 3 meetings ago in Payson and asked the Board of Supervisors to possibly support a resolution to provide a reasonable pathway, which has become the buzz word for a resolution. On the agenda today, we have Resolution No. 11-01-05 and that's the discussion that we are having. At this point, this supervisor will support Resolution No. 11-01-05 as it is in its current form." Chairman Pastor then called for a motion. Vice-Chairman Martin made the motion that the Board unanimously adopted Resolution No. 11-01-05 in support of changes being made to the Arizona Revised Statutes, which would allow a provisional community college district to transition to a community college district. Vice-Chairman Martin then read aloud the last portion of the resolution. Chairman Pastor seconded the motion. Supervisor Dawson stated, "As I said, I'm not going to stand in the way of the college becoming independent. I will stand in the way of a bond election, of higher taxes on our taxpayers. I find it ironic that this is, I believe, so poorly thought through on the cost that the only way it can take place is with higher taxes on the taxpayers of Gila County and I am not in favor of doing that. So I will vote in favor of this and I will be at the legislature making sure that no action is taken that doesn't follow exactly what we've said here—opening a pathway to independence. I will be there speaking against putting more tax dollars on the citizens of Gila County." Chairman Pastor called for a vote, and the motion passed unanimously.

Item 5 - CONSENT AGENDA ACTION ITEMS:

5A. Approval of a one year renewal of Support Agreement No. GILA-GXY-GLO1 between Gila County and CommVault Systems, Inc., in the amount of $14,955.81, to provide backup and data restoration for all County

digital information, for the period of January 18, 2011, through January 17, 2012.

5B. Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and Gila County, which adds Section 48.0 - Background Checks for Employment through the Central Registry and revises the numbering of the Attachments Section 48.0 to 49.0.

5C. Authorization of the Chairman's signature on various documents entered into between Gila County and Konica Minolta Business Solutions U.S.A., Inc. (KMBS) for the purchase of a Konica Minolta Bizhub 552DS digital copier/scanner/fax that will be used by the Board of Supervisors in Payson as follows: Order Agreement in the amount $7,948.00, Advantage CPC Maintenance Contract at a cost of $149.92 per month, (1,799.04) per year; and Contract Information Form.

5D. Approval of the reappointments of Paul Julien and John Perlman as Justices of the Peace Pro Tempore for the Payson Regional Justice Court and the reappointments of Rebecca Baeza, Peter DeNinno, Dee Flake, John Huffman and Ronnie McDaniel as Justices of the Peace Pro Tempore for Payson and Globe Regional Justice Courts. The term for the reappointments shall be for one year (January 1, 2011, through December 31, 2011).

5E. Approval of the November 2010 monthly departmental activity report submitted by the Payson Regional Justice of the Peace.

5F. Approval of the November 2010 monthly departmental activity report submitted by the Clerk of the Superior Court.

5G. Approval of personnel reports for the weeks of January 11, 2011 and January 18, 2011.

January 11, 2011

Departures from County Service:

1. Samuel H. Brewer – Payson Constable – Payson Regional Constable – 12/31/10 – General Fund – DOH 11/16/04 – Retirement
2. Michael Hernandez – Public Works – Road Maintenance/Equipment Operator – 12/27/10 – Public Works Fund – DOH 12/27/10 – Declined offer of employment
3. John R. Jackson – Public Works – Road Maintenance/Equipment Operator – 01/07/11 – Public Works Fund – DOH 01/26/09 – Resignation
4. Veronica Victor – Probation – Juvenile Detention Officer – 01/02/11 – General Fund – DOH 07/03/03 – Resignation

5. Raymond Dion – Probation – Deputy Probation Officer 2 – 12/31/10 – Adult Intensive Probation Fund – DOH 06/05/06 – Resignation

Hires to County Service:

6. Colten P. White – Payson Constable – Payson Regional Constable – 01/01/11 – General Fund – Replacing Samuel Brewer
7. Casey Bramlet – Public Works – Road Maintenance/Equipment Operator – 01/24/11 – Public Works Fund – Replacing David Baker
8. Martin Feldhake – Probation – Juvenile Detention Officer – 01/10/11 – General Fund – Replacing Douglas Wilson

Temporary Hires to County Service:

9. James Weeks – Health and Emergency Services – Hearing Officer Contractor – 11/16/10 – Rabies Control Fund

End Probationary Period:

10. Porter Wilbanks – Public Works – Road Maintenance/Equipment Operator Senior – 01/03/11 – Public Works Fund

Request Permission to Post:

11. Public Fiduciary – Fiduciary Services Specialist I – Vacated by Cynthia Bach
12. Public Works Recycling and Landfill Management – Solid Waste Operations Worker Senior – Vacated by William Seeley

January 18, 2011

Departures from County Service:

1. Stacey Espinoza – Finance – Executive Administrative Assistant – 12/08/10 - General Fund – DOH 08/23/99 – Appointed Position
2. Chandra Shekhar – School Superintendent – Juvenile Detention Education Specialist – 11/28/10 – GCESA/Detention Education Fund – DOH 07/01/05 - Retired

Departmental Transfers:

3. Valrie Bejarano – From Public Works – To Finance – Contract Support Specialist – 01/10/11 – From General Fund 50%/Public Works Fund 50% - To General Fund
4. Misti Williams – Finance – From Finance and Purchasing Specialist - To Account Clerk Senior – 01/17/11 - General Fund
5. Vicki Deanda – From Health and Emergency Services – To Finance – From Administrative Clerk Senior – To Account Clerk Senior – 01/10/11 – General Fund
6. Cassandra Villegas – From Public Works – To Finance – From Administrative Assistant – To Finance and Purchasing Specialist – 01/10/11 – From Facilities Management Fund – To General Fund
7. Angelina Thompson – From Recorders Office – To Finance – From Recorders Clerk Senior – To Payroll Specialist – 01/05/11 – General Fund
8. Teri Berumen – Recorder – From Recorder's Clerk – To Recorder's Clerk Senior – 01/04/11 – General Fund

SHERIFF'S PERSONNEL ACTION ITEMS

Departures from County Service:

9. Krista Garcia - Sheriff's Office – 911 Dispatcher – 01/04/11 - General Fund – DOH 09/05/06 Resigned

Hires to County Service:

10. Richard Stockwell - Sheriff's Office - Detention Officer – 02/07/11 - General Fund – Replacing Gabriel Lagunas
11. Cynthia Taylor - Sheriff's Office – 911 Dispatcher – 01/31/11 - General Fund – Replacing Krista Garcia

5H. Approval of finance reports/demands/transfers for the weeks of January 11, 2011, and January 18, 2011.

January 11, 2011

$2,161,221.65 was disbursed for County expenses by check numbers 233844 through 234002.

January 18, 2011

$1,084,052.03 was disbursed for County expenses by check numbers 234003 through 234175. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda items 5A-5H.

Item 6 - 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.

Steve Sanders stated that the Arizona Association of County Engineers approximately 12 years ago began providing an award known as the Robert C. Esterbrooks Award that recognizes Public Works employees throughout the state. There are 4 categories to the award and the requirements of each category are that the person provides significant contribution to the County, be an exemplary employee of the County, uses innovative approaches and methods, and enhances the image of the County. Each year in September, the County Engineer's Association nominates employees from their organization for the award. Mr. Sanders stated that this year Tom Homan was nominated from Gila County and was chosen as the winner in the construction support category. He stated that it is a rather distinguished honor to even be

nominated more and even more to win. It is a very competitive process and the selection is made by associate members of the organization which come from the engineering consultant field. Mr. Sanders then read aloud Mr. Homan's nomination letter and then displayed the award that was given to Mr. Holman in Wickenburg last week. On behalf of the Board, Chairman Pastor congratulated Mr. Homan stating that the Board appreciates his efforts on behalf of Gila County. Vice-Chairman Martin requested that notification of this award be placed on the County's website.

Item 7 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 12:47 p.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Chief Deputy Clerk

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: January 25, 2011

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; Don McDaniel, Jr., County Manager; Marian Sheppard, Chief 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 and special meeting at 10:00 a.m. this date in the Board of Supervisors hearing room. Darryl Griffin led the Pledge of Allegiance.

Item 1A - Work Session Item - 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.

Don McDaniel, County Manager, noted that at the last meeting, discussion was held on all of the boards where the Board of Supervisors acts as the governing board, which included the Board of Deposit and Board of Equalization, etc. Mr. McDaniel had prepared a compliance checklist for each of those boards regarding the critical issues and information that is considered to be important for them to be operating legally and properly within the direction prescribed by the Board. Today the Board would be discussing another board known as the Industrial Development Authority (IDA). Mr. McDaniel provided a compliance checklist, which he reviewed with the Board, as follows:

1) Name: Industrial Development Authority – a political subdivision of the State
2) Gila County Staff Liaison: John Nelson, Jacque Griffin
3) Legal basis for establishment: A.R.S. §35-701 through §35-761
   - Date of creation: August 7, 1972 (Articles of Incorporation)
   - Bylaws: October 3, 1972

- Charter: N/A
- Legal counsel: Shughart, Thomason & Kilroy Law Firm and now Polsjnelli & Shughart.

4) Assigned areas of responsibility: See A.R.S. §35-706 and Articles of Incorporation
5) Membership: No less than 3 nor more than 9; currently 6 members
   - Terms of office: 6 years
   - Appointing authority: Elected by Board of Supervisors
6) Meeting schedule – Annually in August and as needed and called
   - Location: The principal office of the corporation
7) Meeting legal posting and advertising: 24-hour notice and posting of agenda.
8) Meeting agendas: Provide minimum 24 hours
9) Meeting minutes: Detailed minutes provided
10) Funding sources: Gila County; Mines Contrarian funds
   - Amounts: $45,000 annual Gila County; $299,700 mines; settlement $120K
11) Significant actions and accomplishments: Gila Community College $120K; Miami Sewer $10K; Copper Spike Train $5K, Hayden Cyber Cafe $15K
12) Notes: As a separate political subdivision and corporation, annual Arizona Corporation Commission reports are filed.

Mr. McDaniel explained that the IDA is a little different from the other boards because by statute it is described as a totally separate political subdivision of the state that may be authorized by statute, but then the board of directors is appointed by the Board of Supervisors (BOS). He read aloud from the Arizona Revised Statutes (ARS), which does require that "any qualifed elector of a municipality or county may bring a suggestion that they set up an IDA and then that governing body of either the city or county, by resolution, finds and determines that it is wise, expedient, necessary or advisable that the corporation be formed." He noted that all of this was done in 1972 when the Gila County IDA was formed. He continued quoting from ARS §35-702 the portion that pertains to the formation of an IDA: "Any such corporation when formed shall be a political subdivision of the state and have only such governmental powers as are set forth in this chapter…" He noted that all statutes pertaining to IDAs are contained in ARS §35-701 through ARS §35-761 and were provided in the Boards, Commissions, and Committees Report. He stated that the board of directors, which the BOS elects, by statute requires that a minimum of 3 and a maximum of 9 members be elected and it then has all the powers and authority vested as a political subdivision and as prescribed in the statutes. The members are required to hold their offices for overlapping terms and as is often the case, some of the overlap gets messed up as the years go by and expired terms are filled for a full six years. With the present IDA, there is currently a situation where some of the terms are not totally overlapping, but that could be taken care of during the next round of appointments. He also noted that in ARS §35-705 it states: "The governing

body (the BOS) may remove a director at any time, with or without cause." In ARS §35-706 there is also a list of the corporate powers of the IDA, which includes acquiring property to leasing, to selling, to issuing bonds, contracting, making secured and unsecured loans, acquiring or holding obligations, purchasing or entering into advanced commitments to purchasing loans or other securities, etc. Chairman Pastor inquired if 2007 was the last time these IDA statutes were revised. Mr. McDaniel stated that the copies of the statutes that the Board received were taken from the currently posted online version of the statutes. Mr. McDaniel stated that Gila County's IDA currently has 6 members on its board and in regard to the terms of service, 2 expire in 2010 and 4 will expire in 2013. If the Board wanted to correct the overlap, it could appoint 2 of those set to expire in 2013 for an additional 3 years and the others for an additional 6 years to provide the separation of terms. Also listed in the information provided were the current members, how they were appointed, their current service, the officers and a list of recent actions and accomplishments of the IDA. Since 2007, some of the significant actions were various donations such as those given to the Gila Community College in 2007; Signal Peak Community Foundation in 2008; Gila Community College again in 2008; Consultant Gutierrez for the Miami Sewer Project along with another consultant in 2009; the Copper Spike Train in 2009; and the most recent contribution is to the Cyber Café, a youth center in Hayden-Winkelman. Mr. McDaniel then reviewed the current IDA checkbook ledger of funds at Great Western Bank, which began in January 2006 and reflected the deposits/income and line-by-line expenditures. He noted that this account was not the only source of funds or the only accounts, but it was the primary source and the balance as of April 2010 was $91,516.57. In 2006 was the beginning of a change for the way the books were kept for the IDA. Prior to that the funds were managed by the Gila County Treasurer and there was no detailed information available until this change when the IDA began keeping this ledger. The IDA funds transferred by the Gila County Treasurer by warrant in January 2006 totaled $36,549. He then reviewed the ledger amounts starting with a deposit from Gila County of $45,000, which was received yearly from Gila County for fiscal years 2006 through 2008, when the contributions from Gila County ended. Also noted were the funds received from Contrarian for the ASARCO claim as well as a $46,199 money market account transfer from another bank account. No incoming funds were reflected in 2009 or 2010. Supervisor Dawson inquired about the $46,199 transfer since it did not reflect a bank name and she wanted to know the bank name. Mr. McDaniel stated that it was a transfer from a money market account, but he was not sure of the financial institution from which it was drawn. He noted that there was also a CD account in Great Western Bank in the amount of $73,000; one at Bank of America for $90,000; one at Great Western Bank for $38,000 and a final one at Wells Fargo, which reflected that it had been closed. Supervisor Dawson inquired if all of the accounts were set up under the County federal identification number. Mr. McDaniel stated that he did not believe they would be under the County's ID number; however, he was unsure and called on John Nelson, Deputy County Manager/Clerk, to

address the question. Mr. Nelson stated that there are a lot of organizations that have used the County's ID number and "I can't be certain that the IDA isn't one of those." Mr. McDaniel stated that it would be important to know exactly what those accounts are and the County should get that information and have that available. He continued reviewing the account noting that there was another wire transfer of $119,888 from the Contrarian funds and an additional $155,000 that was transferred in September of 2010, which the IDA received from the ASARCO settlement after its bankruptcy. Mr. Nelson inquired what the total was including the IDA's checking account and the various money market accounts. Mr. McDaniel stated that the balance was not known as of today, but as of the filing of the report with the Arizona Corporation Commission, it indicated a balance of $382,676, which coincides with the ledger sheet that was just reviewed and it was also showing a total cash fund balance of $382,676. He stated that of that balance $91,516.57 is in the primary checking account, which means the other accounts total approximately $290,000 in other accounts as of April 2010. He stated that when the Arizona Corporation Commission report for 2010-2011 is completed in October 2011, it will reflect the $155,000, which is all that's happened in this last year. Supervisor Dawson stated that she hasn't reviewed all of the records, but has reviewed everything up to 2005 and at that time she was inquiring where the $300,000 was located because at that time the money was being run through the County account number 127. She requested a review of that account, which did not show that the $300,000 was not there; however, it was listed on the Arizona Corporation Commission report. She stated, "The problem is ASARCO borrowed money, bonded through the IDA, I believe in 1998 or 1999, and at that time is when one mine executive called it extortion and others said that it was smart action by the IDA. Historically the IDA was a pass-through agency and I love having these copies (of the minutes)…which are invaluable in what the IDA did in the smelter bonding, the hospital bonding, really important actions. The IDA never charged anybody anything until this current, some members of the current board took office and then…" Chairman Pastor interrupted stating, "We don't want to discuss individuals and we can at a later time bring the IDA Commission in." Supervisor Dawson stated, "I believe that there are still enough questions that need to be answered. I certainly do not want to just assume that this money is where it is based on the Arizona Corporation Commission account report because I can verify with you and with our finance director that was not the case in 2005, 2006. I assume right here where in 2007 some of the money did get deposited. I believe we do need to discuss it and I would welcome a meeting with the IDA board. I think there are things we might want to question. I would really like to repeat a request I made of the administration in 2005 and that is to show me where the money is and show me that it's under one authority. At that time I was asking, 'Where are the certificates of deposit?" and then it came to light that 'Well we hadn't been receiving…' Oddly the amount was $45,000 that ASARCO was supposed to be paying annually. At the same time Gila County suddenly started paying the IDA not $50,000, not $20,000, but $45,000. So with that I had some real questions. I appreciate what they are

doing. I am concerned about some other questions I would have if their board were present. So I would appreciate us having a work session or whatever before we move in any way to make new appointments and or renew appointments to that board." Mr. McDaniel stated that the purpose of this meeting was to get this information out and apparently there were more questions that needed to be answered. He recommended that the Board not fully discuss it in the absence of the IDA board members since they weren't present to provide answers and explanations. Mr. McDaniel stated, "By way of some explanation though on their behalf, I kind of go back to the point that they are a separate political subdivision. I believe that during the 2003, 2004, 2005 time frame and maybe before that, it appears to me that there was some confusion as to who the fiduciary responsible was, where that actually rested, and there was some confusion that somehow that was partly involved with the court and with the County Treasurer. I believe that question was brought as a legal question and there was an answer provided at that time that's not the way it is. So you see the change in January 2006 that reflects the understanding that the way those monies were kept was not in accordance with state law with regard to the way you are supposed to run an IDA. I think since then and I feel as confident as I can based on a fairly quick look at these ledgers of the 4 accounts, that those accounts now held by the IDA do have all of the funds that are recorded on the Arizona Coporation Commission's annual report of $382,000, that some of that is here to the tune of…the new number now, by the way, for this account that you are looking at in the book, the new number for that account balance is now $228,000." Chairman Pastor inquired if Mr. McDaniel was referring to the checking account. Mr. McDaniel replied, "Correct, in that particular account, and that's because of the addition of the $155,000 and then some other transfers, but all the $382,000 recorded on that sheet, which shows all the assets, are now being able to be identified as small business checking account number, Bank of America checking account, Great Western Bank and whatever else was in there. So again, that's for them, the IDA, to substantiate to us, not for us to substantiate to anybody else. That's just my tracking of it based on what I see." Supervisor Dawson stated that any other discussion she would like to reserve until members of IDA board were present. Chairman Pastor reminded the Board that it was previously suggested that the BOS invite the entire IDA board to a work session so they can sit in and be able to answer for themselves and "I think that might be the proper way to handle it when you want to talk about individuals." He then inquired of Bryan Chambers, Chief Deputy County Attorney, if the Board was going to address the individual IDA board members wouldn't the BOS want them present at the meeting before it started discussing same? Mr. Chambers stated that would probably be a good idea. He also noted that when this item was listed on the agenda as a topic, it's a review of boards and commissions and if the BOS was going to go on to a more detailed conversation you would probably want to more specifically address it to the IDA and have the IDA listed specifically (on the agenda). Chairman Pastor recommended that if the Board would like specific questions asked, he felt it was advisable to develop a list of questions and provide them to the County Manager or Mr. Chambers for review

prior to the meeting. Mr. Chambers replied that the Board could have questions drawn up for the County Manager to review first and if the BOS wanted the County Attorney's Office to review them, he would be happy to do so. Mr. McDaniel recommended that the Board develop as many written questions as it could to give the IDA the advantage of the opportunity to find out the answers. There may be things that they would know, but might not have the answers for unless they first reviewed their files; however, more follow-up questions could be asked rather than just following a set agenda of questions. The Board then moved on to discuss the IDA appointment overlaps. Supervisor Dawson stated, "When we started out talking about commissions and boards, we are talking of people who have served 40 years or however many years and we have no new blood in these organizations. And with this one (meaning the IDA), I've contacted a few other counties and nobody has a bank account of any significant amount of money because they are a transfer through agency for bonding. That said, I find it interesting that we have this paradox here and how it developed, but as far as this board, I mean I'm not singling out the IDA board. I believe when we started talking about reviewing boards, we were talking about term limits or how does someone feel like this board wants new ideas." Vice-Chairman Martin stated that once the Board has reviewed all of the information, she would like to canvass folks to see if anyone would be interested in serving on a County board or commission. She stated that the County would profit from their participation and counsel so she wanted to discuss the makeup of the IDA board, including filling all 9 seats. She stated, "Where would we like to target them from? And I'm not so sure that we're the smartest at picking somebody to put on there without saying, 'This is one of the boards and commissions that we need help filling. Is anybody out there that would like to get in on this?' And we have a bank of talent in this county that we don't draw on and I would love to use this as a way to draw on that talent in any of the areas that somebody might be interested in, but this one in particular." Chairman Pastor inquired what the process would be if the Board decided to develop a 9-member board. Mr. McDaniel stated that he would have to go back and verify that because ultimately the election of the members is by the board. The IDA board may have the power to determine how many members they have rather than the Board of Supervisors. Vice-Chairman Martin stated that she would like to know as well because she was under the assumption that it could be a 9-member board and hasn't been 9 members because the Board of Supervisors hasn't filled all of the positions even though it has that ability. Mr. McDaniel stated that the IDA began as 3 members and then went to 6. Vice-Chairman Martin stated it has been more than this because there were members on there that she could name from up north that were there for a number of years and then dropped out. Mr. McDaniel noted one minor correction on the list of members. He explained that the list was done at a time when 2010 was the expiration date for two members; however, those have been reappointed and approved by the BOS so their terms actually expire in 2016. So there are 2 members whose terms expire in 2016 and 4 that expire in 2013. Vice-Chairman Martin inquired if the BOS were to appoint new members, could they

be appointed for a shorter term so they would be staggered? Mr. McDaniel suggested that the Board wait until 2013 and then appoint a couple of the members with a term to run to 2019 and a couple of them to 2017 and then the 2 remaining in 2016. That would provide more overlap than it is currently. He didn't know if that was a critical issue; however, the law says they should be overlapping. Vice-Chairman Martin suggested asking the present IDA board members if any of them would be interested in serving shorter terms if there was a need to shuffle members in order to get the overlapping terms corrected? Vice-Chairman Martin stated that she was also in favor of increasing the IDA Board members to a total of 9 and she would like to see if anyone in the community was interested in serving on that board. Mr. McDaniel suggested that part of the invitation to the IDA board should include having them provide a statement of their vision because he believes that there may be a difference of opinion. He stated that Supervisor Dawson suggested that most IDAs don't have a large account balance, but simply act as a pass-through in terms of bonding and setting up funding for these other development and redevelopment projects and it's fairly unusual, so the Board might be interested to hear what they see as their mission and where they are going to go and what their plans are for the $382,000 in order to get some understanding about that. He again reiterated that, "They are an independent, autonomous, political subdivision, which means they are like the City of Globe. The only real connection is the election of the members and that is a strange connection. Once they are on, they kind of like have a life of their own. I won't repeat myself. It's just kind of important to keep that in mind." Chairman Pastor stated that a discussion was held about County employees working for the IDA and using County facilities, so the Board needs to be aware that is probably not a practice that should be continued because they are a separate political entity. Mr. McDaniel stated that having a County liaison would be wise for keeping track of changes, etc., but beyond that it's probably not appropriate. Jesse Bryant, a reporter, posed the question, "If they (the IDA) are a separate, autonomous, political subdivision, how are they held accountable by the taxpayers?" Supervisor Dawson stated that the IDA is not accountable. Chairman Pastor stated that he couldn't answer that question and deferred to the County Manager. Mr. McDaniel stated that the IDA would have accountability to the voters through the BOS. Mr. Bryant replied that the Board just discussed that the only part the BOS has is the election of the IDA board members. Vice-Chairman Martin responded by stating, "We can unappoint them at any time." Chairman Pastor stated that one of the unifying thoughts of this discussion is to have these boards, commissions and committees report to the BOS on some sort of regular basis. So in discussion with the IDA board, the BOS would probably make the request that the IDA make a report to the BOS on a quarterly basis that would include when their meetings will be held, if they are posted and the BOS should be receiving the minutes from every board/commission/committee so the BOS is aware of what's going on with each group. He stated that the basis of this whole project is to make sure the BOS has some sense or some knowledge of what's going on with each one because some of these groups have never reported anything to

the BOS in the past. Vice-Chairman Martin inquired again about when the BOS could hold a serious discussion about adding members to the board, when that would be started and how to go about doing it? Mr. McDaniel replied that could be discussed after the BOS had its meeting with the IDA. Vice-Chairman Martin stated that she would be telling the IDA that her intent with the IDA would be to increase the number of members to 9 and she would be seeking volunteer nominations out of the community. Vice-Chairman Martin stated that she would be interested in what their vision is, but she would also be interested in what their vision would be with the new members on there as well. She stated, "What I would like to see from them is to fill out the 9-member board if that's possible for us to do and to have them at some point in the next 6 months, have some kind of a get together where they talk about their vision for what they do, not just report back to us, but I would like some specific reporting back to us. How do you view yourself? What do you see? Because some of these and this may be one of them, but with that kind of money, I think it changes the game. Other IDAs may just simply sit there and hold spots open, hold the opportunity open for pass through, and that might be all this one wants to do too, but with some funding there, they have some opportunity to do some other things. And I would like to hear from them what they think that would be and tell them what I think that ought to be, just a series of questions to them, more of a workshop, less of a grilling and more of a dialogue. We could hand them the questions and they could get us the answers ahead of time and that would suit me, too. I'm seriously not wanting to sit and grill them. I'd rather sit and go from here. Where are we? Are we all comfortable with where we are? Do we know where the money is? Are we comfortable with that? Do we trust this data?" Supervisor Pastor stated that when he was on the IDA he wasn't provided much information on his duties and responsibilities and maybe the members should be provided some type of orientation. Chairman Pastor then referred back to the conversation about other organizations using the County's ID number and inquired of Mr. Nelson if that was legal or if those organizations should have their own ID number? Mr. Nelson stated that each group should have its own ID number. Chairman Pastor asked that Mr. Nelson make a note of that for Joe Heatherly, Finance Director, to follow up. Vice-Chairman Martin suggested providing a copy of the information that the Board reviewed on the IDA, which may be more information than some of the members currently have. Mr. McDaniel requested that the Board provide him with all of their questions and then he would send the IDA a letter inviting them to a meeting and include all of the information that the Board has just reviewed. Various dates were discussed for holding this work session with the IDA, which will be approximately a month from now to allow them ample time to get their information together and arrange for their work schedules so as many as possible could attend the meeting. Jesse Bryant questioned who in the previous years has been responsible for giving out the County's tax ID number to these organizations. Mr. McDaniel stated, "My guess would be that it's something you can probably get off of about any form the County puts out so who knows; it's not a secret number." No action was taken by the Board.

Item 1B - Special Meeting Item - Information/Discussion/Action to conduct a personnel evaluation on the Gila County Manager. Pursuant to A.R.S.§ 38-431.03(A)(1), the Board may vote to go into executive session to conduct the evaluation.

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board moved into executive session at 11:00 a.m.

At 1:10 p.m., Chairman Pastor reconvened the meeting and announced that the executive session was held (Item 1B); however, there would be no Board action.

Upon motion by Supervisor Dawson, seconded by Chairman Pastor, the meeting was adjourned at 1:11 p.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Chief Deputy Clerk

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: February 1, 2011

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 (via ITV conferencing); Shirley L. Dawson, Supervisor; Don McDaniel, Jr., County Manager; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Steve Sanders led the Pledge of Allegiance and Reverend James Barker of the Tonto Village Chapel delivered the invocation.

Item 2 - PRESENTATIONS:

2A. Presentation of the Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Sgt. Joni Varga of the Payson Police Department.

Daisy Flores, County Attorney, presented Payson Police Department Sgt. Joni Varga with the Officer of the Quarter award and gave a brief summary of her background and the reasons she was nominated for the award. Donald Engler, Payson Chief of Police, also noted that the Department is very proud of Sgt. Varga's accomplishments. Each Board member thanked Sgt. Varga for her dedicated service to the community.

2B. Recognition of the following 3 employees for January's "Spotlight on Employees" Program: Pam Fisher, Robert Gould and Scott Marcanti.

Juley Bocardo-Homan, Deputy Human Resources Director, presented gift cards as recognition awards to 3 employees for January's "Spotlight on Employees" Program as follows: Pam Fisher, Robert Gould and Scott Marcanti. Each Board member thanked the employees for their dedicated work.

Item 3 – PUBLIC HEARINGS:

3A. Public Hearing - Information/Discussion/Action to approve Order No. LL-11-01, an application submitted by Penny Anne West for a new Series 10 beer and wine store license with an interim permit to operate for Jake's Corner Store located just outside of Payson.

Marian Sheppard, Chief Deputy Clerk, stated that this is a new application to sell beer and wine at Jake's Corner Store. The County has an internal review process to check for any building permitting or health issues and none were found. She has not received any objections from the public and therefore recommended approval by the Board. Ms. Sheppard will then forward the application to the Arizona Department of Liquor Licenses and Control for final review and approval. Chairman Pastor opened the public hearing and called for public comment; none was received. He closed the public hearing and called for a motion. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved Order No. LL-11-01, an application submitted by Penny Anne West for a new Series 10 beer and wine store license with an interim permit to operate for Jake's Corner Store located just outside of Payson.

Item 4 – REGULAR AGENDA ITEMS:

4A. Information/Discussion/Action to adopt Resolution No. 11-02-01 making known the Board of Supervisors' commitment of support for the Copper Basin Coalition and the Payson Community Prevention Council in bringing the under-aged drinking problem within our communities to light and their tireless efforts in trying to curb underage drinking among our youth.

William Herrera, representative for the Copper Basin Coalition and the Payson Community Prevention Council, requested the Board's support by adopting the Resolution regarding the under-age drinking problem, which is a big problem in our communities. The Copper Basin Coalition was founded in August 2006 to address under-age drinking in the Copper Basin area and is focusing its efforts on youth and adult binge-drinking among 18-25 year olds. Also being addressed is alcohol consumption among 12-18 year olds and alcohol-related car crash injuries among 18-25 year olds. He passed out a copy of a state survey entitled, "2010 Arizona Youth Survey Results," which is a self-reporting survey of 8th, 10th and 12th graders that is conducted every 2 years in the public schools. Mr. Herrera noted that Gila County is ranked number 1 in the state for under-aged alcohol consumption by minors; last year Gila County was ranked second and the year before was ranked third. So there is still a lot of work to do to address this issue. He then read aloud the Resolution. The Board also discussed with Mr. Herrera how these minors are obtaining the alcohol and its connection with the high rate of teen pregnancy. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 11-02-01 making known the Board of Supervisors' commitment of support for the Copper Basin Coalition and the

Payson Community Prevention Council in bringing the under-aged drinking problem within our communities to light and their tireless efforts in trying to curb underage drinking among our youth.

4B. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. HG161095) between Gila County and the Arizona Department of Health Services in the amount of $75,000 to provide preconception health for women and Gila County resident injury prevention for the period of January 1, 2011, through December 31, 2011.

Paula Horn, Deputy Director of Prevention Services, stated that the Arizona Department of Health Services contacted the County about providing these services as they are priorities that have come from statewide needs assessment. This new funding will address prevention strategies for all of Gila County and will provide for 1 full-time employee in the Health Department. The objectives of the Intergovernmental Agreement are to improve the health of women prior to pregnancy and to reduce the rates of injuries for all residents, both intentional and unintentional. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved an Intergovernmental Agreement (Contract No. HG161095) between Gila County and the Arizona Department of Health Services in the amount of $75,000 to provide preconception health for women and Gila County resident injury prevention for the period of January 1, 2011, through December 31, 2011.

4C. Information/Discussion/Action to approve an Agreement for Energy Assistance for Renewable Neighborhoods Implementation between Gila County Community Action/Housing Services and Arizona Public Service (APS) Company to allocate funds in the amount of $79,200, which will be used to help residents who meet program qualifications for the period July 1, 2010, through March 31, 2011.

Malissa Buzan, Community Action Program/Housing Services Program Manager, requested Board approval of this Agreement with APS for the installation of 50-gallon solar hot water heating systems. The Arizona Corporation Commission has instructed APS to issue more of these contracts statewide. APS had some problems getting the contracts out in a timely manner; hence, the short timeframe with the contract only running through March 31, 2011. Approximately 7-8 homes with large families have been identified. Ms. Buzan advised that she has had a problem finding a qualified plumber for the installation of these solar hot water systems; however, she has now located 2 in Mesa and is in negotiations with them on the prices because the better the price, the more solar systems that can be installed and work can begin immediately. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved an Agreement for Energy Assistance for Renewable Neighborhoods Implementation between Gila County Community Action Program/Housing Services and Arizona Public Service Company to allocate funds in the amount of $79,200, which will be used to

help residents who meet program qualifications for the period July 1, 2010, through March 31, 2011.

4D. Information/Discussion/Action to review all bids submitted for Request for Sealed Bids No. 040108-1 for the Globe Gila County Courthouse ADA/Access Improvement; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the Award Contract for the winning bidder.

Steve Stratton, Public Works Division Director, stated that this bid is for compliance with the American Disabilities Act regarding access to the courthouse and will include the elimination of some planters that have caused moisture problems in the bottom floor offices. He advised that at the bid opening there was a question about informality with the low bidder. All bids, without names, were reviewed by the County Attorney's Office and several irregularities were found, all of which could be waived by the Board as has been done in the past. He recommended that the contract be awarded to Valwest Construction in the amount of $166,950. The Board discussed the removal of the planters and inquired about sealing the lower walls. Mr. Stratton stated that it's a possibility that sealing may be necessary and a contingency amount has been set aside for any problems that might arise. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously awarded the Contract for Request for Sealed Bids No. 040108-1 for the Globe Gila County Courthouse ADA/Access Improvement to Valwest Construction in the amount of $166,950 and authorized the Chairman's signature on the Award Contract.

4E. Information/Discussion/Action to review all bids submitted for Request for Sealed Bids No. 092210-1 for the Central Heights Auditorium Remodel Project; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the Award Contract for the winning bidder.

Mr. Stratton advised the Board that 8 bids had been received for this project. The remodel of this building is for the purpose of housing the Public Fiduciary and the Elections Department in order to consolidate all of those operations into one location. All bids were reviewed including the resume of the apparent low bidder and Mr. Stratton's recommendation was to award a contract to Blackwell Building Group, LLC in the amount of $324,900. These funds will be paid out of the Bond funds that were designated for other buildings, but because many bids came in lower than projected, additional projects such as this one are being brought to the Board for approval. Vice-Chairman Martin noted how close the bids were from the top group of bidders. Mr. Stratton stated that the project did come in at a higher cost than projected, but after review he feels this is a responsible bid. Chairman Pastor inquired whether the County is allowed to grant local contractors a 5-10% window. Mr. Stratton replied that the cities and towns have the authority to do that; however, by state statute counties don't have that option. A pre-construction meeting is

scheduled for Thursday and then the project will begin next Monday and will take 65 days to complete. Notice has been given to Copper Mountain Inn that the Public Fiduciary's Office will vacate their building as of May 1, 2011. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously awarded the Contract for Request for Sealed Bids No. 092210-1 for the Central Heights Auditorium Remodel Project to Blackwell Building Group, LLC in the amount of $324,900.

4F. Information/Discussion/Action to adopt "Policy and Procedure for the Abandonment of County Highways, Local Streets, Avenues, Alleys and for the Extinguishment of Easements within Gila County," which replaces "Guidelines for Vacation of Public Roadways" policy. (Steve Sanders)

Steve Sanders, Public Works Division Deputy Director, had presented this item at the Board's previous meeting; however, the attachment, which was the proposed Policy and Procedure for adoption, was inadvertently not included. Because the Board was unable to review the proposed Policy, the item was continued to today's meeting. At the previous meeting, Mr. Sanders had reviewed with the Board all the changes being made, so he was not requested to review the changes again today. Members of the Board thanked Mr. Sanders for the summary sheet he provided, which made the changes clearer and eliminated a lot of questions. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously adopted "Policy and Procedure for the Abandonment of County Highways, Local Streets, Avenues, Alleys and for the Extinguishment of Easements within Gila County," which replaces "Guidelines for Vacation of Public Roadways" policy.

Item 5 - CONSENT AGENDA ACTION ITEMS:

5A. Approval of Amendment No. 2 to the 2010-2011 Independent Contractor Agreement (Contract No. ACAA07012010) for 2010-2011 Utility Assistance Programs between the Arizona Community Action Association and the Gila County Community Action Program to allocate an additional $8,355 of funding, which will be used to help residents who meet program qualifications for the period August 17, 2010, through June 30, 2011.

5B. Approval of the submission of the Notice of Request for Proposal No. ADHS11-00000347 and approval of the Offer and Acceptance with the Arizona Department of Health Services in the amount of $88,829.19 to provide HIV care and support services for the period of April 1, 2011, through March 31, 2012.

5C. Approval of Amendment No. 3 to an Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and Gila County Board of Supervisors increasing the Contract amount from $2,987,834 to $3,025,643, an increase of $37,809.

5D. Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and Gila County Board of Supervisors increasing the contract amount from $2,631,208 to $2,987,834, an increase of $356,626.

5E. Authorization of the Chairman's signature on various documents entered into between Gila County and Konica Minolta Business Solutions U.S.A., Inc. (KMBS) for the purchase of a Konica Minolta Bizhub C-280 copier that will be used by the Payson Regional Constable as follows: Order Agreement in the amount of $4,930.00, Advantage CPS Maintenance Contract at a cost of $68.50 per month ($822.00 per year); and Contract Information Form.

5F. Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 050709-1 between Gila County and Southwest Asphalt to extend the Contract, per Section 2.2, from the period of December 17, 2010, to December 16, 2011; and to provide for the purchase of 1/2" chips and asphalt, all of which are used in the Copper Region of Gila County.

5G. Approval of Subgrantee Agreement Amendment #1 09-AZDOHS-HSGP-555300-03 between the Arizona Department of Homeland Security and the Gila County Division of Health and Emergency Services for the purpose performance period extension through December 31, 2010.

5H. Acknowledgement of Mr. Walter Lee Hunsaker's resignation from the Pine Water Association Domestic Water Improvement District Governing Board and the appointment of Mr. Michael Ward to complete the term of Mr. Hunsaker, which expires December 31, 2014.

5I. Approval of an Intergovernmental Agreement for Election Services between Gila County Division of Elections and the Town of Hayden to provide mayoral election services on March 8, 2011, and run-off election services on May 17, 2011 (if needed).

5J. Approval of an Application for Special Event License submitted by the Kiwanis Club of Tonto Basin Community Service Foundation to serve liquor at a fund-raiser event on February 26, 2011, in Tonto Basin.

5K. Approval of an Application for Special Event License submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor at the Gila County Sheriff's Reserve Dance on February 12, 2011, in Globe.

5L. Approval of the July 14, 2010, July 27, 2010, and August 3, 2010, BOS meeting minutes.

5M. Approval of the December 2010 monthly departmental activity report submitted by the Payson Regional Constable.

5N. Approval of the December 2010 monthly departmental activity report submitted by the Recorder's Office.

5O. Approval of the December 2010 monthly departmental activity report submitted by the Globe Regional Justice Court.

5P. Approval of the December 2010 monthly departmental activity report submitted by the Payson Regional Justice of the Peace.

5Q. Approval of personnel reports for the weeks of January 25, 2011, and February 1, 2011.

January 25, 2011

Departures from County Service:

1. Candelaria Rocha – Probation – Juvenile Detention Officer – 01/16/11 – General Fund – DOH 01/24/01 – Resigned
2. James Weeks – Payson Regional Justice Court – Judge Pro-Tem – 01/01/11 – General Fund – DOH 07/01/07 – Retired

Hires to County Service:

3. Patricia Balderree – Probation – Juvenile Detention Officer – 01/31/11 – General Fund – Replacing Jessy Carter
4. Michael Collett – Probation – Juvenile Detention Officer – 01/31/11 – General Fund – replacing Nancy Hannigan
5. Leonard McIntosh – Probation – Juvenile Detention Officer – 01/31/11 – General Fund – replacing Christopher Beamon
6. Lauryn Mooney – Probation – Administrative Clerk Senior – 01/31/11 – Adult Probation Service Fee Fund – replacing Veronica Gonzales
7. Erika Pisano – Probation – Deputy Probation Officer 1 – 01/31/11 – Juvenile Standards Fund – Replacing Kathy Coker

End Probationary Period:

8. Gary Holloway – Assessor – Property Appraiser III Lead – 01/01/11 – General Fund
9. Michael Lorka – Probation – Juvenile Detention Officer – 01/17/11 – General Fund
10. Jo Anna McDaniel – Public Fiduciary – Public Fiduciary Assistant – 01/17/11 – General

Departmental Transfers:

11. Kathy Coker – Probation – From Deputy Probation Officer 1 – To Juvenile Detention Facility Manager – 01/31/11 – From Juvenile Standards Fund – To General Fund

Position Review:

12. Bobby Baldwin – Community Services – Temporary Mobile Crew – 01/01/11 – GEST Fund – Change in minimum wage
13. Ricky Cayouette – Community Services – Temporary Mobile Crew –

01/01/11 – GEST Fund – Change in minimum wage
14. Shirley Jack – Community Services – Temporary Mobile Crew – 01/01/11 – GEST Fund – Change in minimum wage
15. Heather Boyer – Probation – Probation Officer Supervisor – 01/31/11 – 50% State Aid Enhancement Fund – 50% Adult Intensive Probation Fund – correction to New World database
16. Bryan Kinder – Probation Officer Supervisor – 01/31/11 – 50% State Aid Enhancement Fund – 50% Adult Intensive Probation Fund – correction to New World database
17. Cynthia Romance – Probation Officer Supervisor – 01/31/2011 – Diversion Intake Fund – correction to New World database

SHERIFF'S PERSONNEL ACTION ITEMS

Departures from County Service:

18. Linda Kruse – Sheriff's Office – 911 Dispatcher – 01/12/11 – General Fund – Job Abandonment

February 1, 2011

Departures from County Service:

1. Melva Warbington – Recorder – Recording Clerk – 01/04/11 – General Fund – DOH 04/20/09 – Resigned

Hires to County Service:

2. Vino Burdette – Recorder – Voter Outreach – 01/24/11 – General Fund – Replacing Laverna Kniffin
3. Ruben Mancha – Globe Regional Justice Court – Collections Officer – 02/07/11 – General Fund – replacing Daniel Alonzo

End Probationary Period:

4. Joel McDaniel – Public Works – Road Maintenance/Equipment Operator – 01/31/11 – Public Works Fund

Position Review:

5. Mark Joerns – Probation – Deputy Probation Officer 2 – 02/07/11 – Change in Fund Codes
6. Erwin Diaz – Probation – Deputy Probation Officer 2 – 02/07/11 – Change in Fund Codes

SHERIFF'S PERSONNEL ACTION ITEMS

End Probationary Period:

7. Virgilio Dodd – Sheriff's Office – Deputy Sheriff Sgt. – 01/18/11 – General Fund

5R. Approval of finance reports/demands/transfers for the weeks of January 25, 2011, and February 1, 2011.

January 25, 2011

$1,580,261.90 was disbursed for County expenses by check numbers 234176 through 234344.

February 1, 2011

$24,993.44 was disbursed for County expenses by check numbers 234345 through 234348. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda action items 5A-5R.

Item 6 - 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.

There were no requests to speak from the public.

Item 7 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:05 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Chief Deputy Clerk

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: February 15, 2011

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 (via ITV conferencing); Shirley L. Dawson, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager, Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. John Nelson led the Pledge of Allegiance and Reverend Rula Colvin of St. Paul's United Methodist Church in Globe delivered the invocation.

Item 2 - PRESENTATIONS:

2A. Recognition of Gila County employees who have been employed for 5, 10, 15, 20, 25, 30 and 35 years in 2010.

Berthan DeNero, Human Resources Director, presented awards from Globe to the Gila County employees from the southern area of Gila County who have been employed for 5, 10, 15, 20, 25, 30 and 35 years in 2010. Juley Bocardo-Homan, Deputy Human Resources Director, presented awards from Payson for those employees in northern Gila County. The following employees were the recipients of awards for 5 years of service: Arthur Alvarado, Janel Arvizo, Amy Bagwell, David Baker, Charlene Becker, Cecilia Bernal, Sandra Bowling, Jay Boyer, Debra Bradway, Scott Buzan, Shawn Campbell, Anna Cruz, Shirley Dawson, Donna DeBolt, John DeSanti, Jonathan Destea, Tammy Dover, Carol Fagan, Lisa Foster, Julie Hill, Wayne Hubble, Michelle Keegan, Richard Kruger, Catherine Levario, Justin Marks, Tommie Martin, Adrian Mata, Jack Mathews, Kimberly McGough, Michael Moore, Gerald Nenninger, Linda O'Dell, Johnnie Perez, Tina Reyes, Patricia Rocha, Tiffiney Sanchez, Mathilde Seibert, Jacquelyn Serrano, Chandra Shekhar, Larry Speer, Minda Thompson,

Stephanie Toot, Anthony Torrez, Amy Wacker, Cheryl Wellington, Stevan Williams and Cheryle Wood. The following employees were the recipients of awards for 10 years of service: Maria Brusoe, William Carlson, Biana DalMolin Gilberti, Denise Dickison, Jacque Durbin, Ruben Gonzales, Anesita Gugino, Cheri Heppler, Lisa Hicks, Fred Lavin, Mary Leon, Ruth Lopez, Kathleen Lord Joerns, David W. Luhm, Ernest Meeske, Kenneth Payne, Alonzo Ramirez, Maria Rasmussen, Judy Smrdel, Kaycee Stratton, Barbara Valencia, Roland Valencia, Rachel Wright and Michael Ybarra. The following employees were the recipients of awards for 15 years of service: Karen Baltz, Brent Cline, Rodney Cronk, Debbie Fickel, Sherry Grice, Steve Leneberg, Noreen Prater, David Rogers, Anna Sanchez and Karen Yanez. The following employees were the recipients of awards for 20 years of service: Janice Asberry, Travis Baxley, Denice Bondurant, Michael Johnson, George Scott, Julie Scott, Melvin Warbington, Patti Wortman and Emma Yeoman. The following employees were the recipients of awards for 25 years of service: Max Coombs Jr., David Fletcher, Ramon Garcia, Bertina Pratt, Donna Puhara and Arthur Salcido. Martha Gonzales was the recipient of an award for 30 years of service and Ruben Gonzales received an award for 35 years of service. Chairman Pastor thanked each of the employees for their dedicated service to Gila County.

Item 3 – REGULAR AGENDA ITEMS:

3A. Information/Discussion/Action to approve Amendment No. 1 to an Intergovernmental Agreement (IGA) for Title I and Other Associated Funds for FY 2011 Juvenile Detention Services (Attorney General Contract No. KR10-0018) between the Arizona Supreme Court, Administrative Office of the Courts (AOC), and the Gila County Board of Supervisors through the County School Superintendent to amend Section 1-Purpose and Exhibit A of the Intergovernmental Agreement in the amount of $116,847.86.

Linda O'Dell, School Superintendent, stated that this is an amendment to an IGA that was first approved by the Board in March 2010. The IGA is updated on a yearly basis. Arizona Revised Statutes require that the County School Superintendent work with the Presiding Juvenile Judge to establish an education program for juveniles detained in County juvenile detention facilities; hence this Agreement. This is a reflection of the significant role that the courts play in assisting the County School Superintendent to provide educational services to our detained youth. The Arizona Office of the Courts applies for all of the entitlement grant funds on behalf of Gila County as well as 8 other counties that are available to all schools and students in Arizona, which includes Title I and Title II for professional development and special education and Title IV for chemical abuse and other associated funds. At this point, the Department of Education and each of those departments within the Department of Education has finally approved the County's funding amount for FY2010 and 2011. This amendment brings in a carry-forward amount from these title funds from last year, so the total amount of new monies that the

County will be receiving from the title accounts, plus the carryover amounts to $116,847.86. These funds are used to provide education services, facilities, materials, hardware, software, etc. for educating the youth in our juvenile detention facilities. Supervisor Dawson inquired if this money also covers the juvenile detention center education program at San Carlos or if that is a separate grant. Dr. O'Dell replied that this money is for the Gila County Juvenile Detention facility only. The San Carlos detention education program is actually being run through the Gila Accommodation School District, which includes the Globe Education Center Alternative High School, the Payson Education Center Alternative High School and the Biyagozhoo Center at the San Carlos juvenile detention facilities and are funded through student enrollment as are other schools. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved Amendment No. 1 to an Intergovernmental Agreement for Title I and Other Associated Funds for FY 2011 Juvenile Detention Services (Attorney General Contract No. KR10-0018) between the Arizona Supreme Court, Administrative Office of the Courts (AOC), and the Gila County Board of Supervisors through the County School Superintendent to amend Section 1-Purpose and Exhibit A of the Intergovernmental Agreement in the amount of $116,847.86.

3B. Information/Discussion/Action to approve Professional Services Contract No. 1005.101/2-2011 between Gila County and Partners for Strategic Action, Inc. (PSA) to provide strategic planning consulting services to assist Gila County in its strategic planning process for a sum of not to exceed $7,000.

Don McDaniel, County Manager, stated that this item is on the agenda with the staff recommendation to approve this Professional Services Contract with PSA. He stated that Peggy Fiandaca, founder and principal of the firm, was present to answer any questions. He stated that Ms. Fiandaca has led sessions at County Supervisors Association meetings in the past and he recommended approval of this Contract in an amount not to exceed $7,000. He noted that Ms. Fiandaca's total services will be $4,800 and the additional amount will be for travel, lodging, etc. Mr. McDaniel then called on Ms. Fiandaca. Ms. Fiandaca thanked the Board for inviting her in consideration of her proposal and she is looking forward to working with the Board and staff on this important endeavor of strategic planning. Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved Professional Services Contract No. 1005.101/2-2011 between Gila County and Partners for Strategic Action, Inc. (PSA) to provide strategic planning consulting services to assist Gila County in its strategic planning process for a sum of not to exceed $7,000.

3C. Information/Discussion/Action to approve the submission of two grant applications to the United States Department of Agriculture, U.S. Forest Service, for 2008-2011 Secure Rural Schools (Public Law 110-

343) Title II Special Projects in the amount of $865,278 to be used for the Double Chip Seal Forest Road 423 project (Cline Boulevard) in Tonto Basin and Double Chip Seal Forest Road 55 project (from the end of private land along Russell Road to the beginning of Kellner Canyon) in Globe.

Jacque Griffin, Assistant County Manager/Librarian, noted that this item has previously been discussed by the Board both in a December 2010 work session and then in a meeting in January 2011 to narrow down the focus for which project the Board would like for the Secure Rural Schools and Community Self Determination Act, Title II funds. At that time, the Board's first priority was Cline Boulevard in Tonto Basin. After that meeting, notification was received in a news release from the U.S. Forest Service announcing another round of funding as they were awarding 2 year's worth of grants in one year, which was confirmed by the U.S. Forest Service employees of the Apache-Sitgreaves National Forest, because the Secure Rural Schools and Community Self Determination Act of 2008-2011 is only authorized for those years. They have been handing out the funds for one year in the following year (example - the funds for 2008 were handed out in 2009); so this year they were planning to give out the 2010 money in 2011; however, they don't have the authority to hold it and give out the money in 2012. After considering 2 choices, the U.S. Forest Service has decided to accept applications by this spring and award the funds for both 2010 and 2011when those funds are available after September 2011. Because of this change, Ms. Griffin requested that the Board approve the submission of both applications. At the previous presentations to the Board, there were 8 potential projects, which were narrowed down to 2--Double Chip Seal Forest Road 423 project (Cline Boulevard) in Tonto Basin and Double Chip Seal Forest Road 55 project (from the end of private land along Russell Road to the beginning of Kellner Canyon) in Globe. She noted that the projects either have to be on the forest or they have to benefit the forest. They have to have some measureable benefit and given the amount of roads that Gila County is responsible for by agreements, chip sealing roads that are heavily traveled would benefit everyone. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved the submission of two grant applications to the United States Department of Agriculture, U.S. Forest Service, for 2008-2011 Secure Rural Schools (Public Law 110-343) Title II Special Projects in the amount of $865,278 to be used for the Double Chip Seal Forest Road 423 project (Cline Boulevard) in Tonto Basin and Double Chip Seal Forest Road 55 project (from the end of private land along Russell Road to the beginning of Kellner Canyon) in Globe.

3D. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Strawberry Hollow County Improvement District Board of Directors.) Information/Discussion/Action to adopt Resolution No. 11-02-02 dissolving the Strawberry Hollow County Improvement District and instruct the Clerk of the Board to notify the State Department of Property

Valuation and the Gila County Assessor of the dissolution. (Motion to adjourn as the Strawberry Hollow County Improvement District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board adjourned as the Gila County Board of Supervisors and convened as the Strawberry Hollow County Improvement District Board of Directors.

David Rogers, Elections Department Specialist, requested the adoption of this resolution as the cleanup of a previous resolution. In June 2009 petitions were brought to the Board by the property owners association of the Strawberry Hollow Subdivision requesting that the roads be vacated by the County and turned over to the property owner's association and a resolution was adopted by the Board. However, one item was left off of that resolution, which was the actual dissolution of the District so the request today was to adopt this new resolution dissolving the District. Upon motion by Vice-Chairman Martin, seconded by Supervisor Dawson, the Board unanimously adopted Resolution No. 11-02-02 dissolving the Strawberry Hollow County Improvement District and instructed the Clerk of the Board to notify the State Department of Property Valuation and the Gila County Assessor of the dissolution.

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board adjourned as the Strawberry Hollow County Improvement District and reconvened as the Gila County Board of Supervisors.

Item 4 - CONSENT AGENDA ACTION ITEMS:

4A. Approval to ratify the Chairman's signature on the Provider Participation Agreement (AHCCCSA #925886) between Arizona Health Care Cost Containment System Administration (AHCCCSA) and Gila County dba Gila Employment and Special Training to reactivate AHCCCSA number 925886, which will allow GEST to continue providing Arizona Department of Economic Security, Division of Developmental Disabilities, services under contract number DDD05785.

4B. Approval to authorize the GEST Program Manager to electronically approve Change Order DES080007-8-A1 (Job Development and Placement) through Procure.AZ.gov to extend the current contract from March 1, 2011, to June 30, 2011, which will allow GEST to continue to provide job development and placement services to Arizona Department of Economic Security, Rehabilitation Services Administration (DES/RSA) clients.

4C. Approval of the Agreement for Medical Consultant Services between Michael R. Durham, M.D. and the Gila County Office of Health for Dr. Durham to provide medical consultant services for the period of January

1, 2011, through December 31, 2011, for a not to exceed amount of $1,300 per month.

4D. Approval of a Professional Services Agreement between Jean Turney-Shaw, FNP, and the Gila County Office of Health to provide reproductive health/family planning services for the period of January 1, 2011, through December 31, 2011.

4E. Approval of a Professional Services Agreement between Lori Burke, FNP, and the Gila County Office of Health to provide reproductive health/family planning services for the period of January 1, 2011, through December 31, 2011.

4F. Approval of a Professional Services Agreement between Lori Burke, FNP, and the Gila County Office of Health to provide "Well Baby" physicals in Payson at $50.00 per physical, for the period of February 1, 2011, through February 1, 2012.

4G. Acknowledge the vacancy of Matt Asanovich from the Tri-City Fire District governing board and the appointment of Franceen Gregovich-Benton to complete the term of Mr. Asanovich, which expires November 30, 2014.

4H. Approval to ratify the Chairman's signature on the Request for Elevated Gas Pressure Delivery letters and Facilities Extension Agreements W.R. No. 1298169 for 1001 W. Besich Blvd. Road Building, W.R. No. 1298182 for 1001 W. Besich Blvd. Pole Barn, and W.R. No. 1293889 725 N. Rose Mofford Way Facilities/Sign Shop.

4I. Approval to adopt Resolution No. 11-02-03 appointing Don E. McDaniel Jr., Gila County Manager, as trustee; and John F. Nelson, Deputy County Manager, as alternate trustee to the Arizona Local Government Employee Benefit Trust (AZLGEBT) on behalf of Gila County.

4J. Approval of Gila Monster Go-Kart Club's request to use the Go-Kart Track at the Fairgrounds for the period of April 3, 2011, through September 25, 2011, with a waiver of fees.

4K. Approval of personnel reports for the weeks of February 8, 2011, and February 15, 2011.

February 8, 2011

Departures from County Service:

1. Max Coombs – Public Works – Automotive Service Worker – 02/01/11 – Public Works Fund – DOH 01/01/85 – Retirement

2. Patricia Rocha – Community Services – Community Services Worker – 01/24/11 - GEST Fund – DOH 11/29/05 – Resignation
3. Kimberly McGough Sermeno – Public Works – Solid Waste Services Worker – 01/27/11 – DOH 10/24/05 – Termination

Hires to County Service:

4. John Dzera – Public Works – Building Maintenance Technician – 01/31/11 – Facilities Management Fund – Replacing John Sanchez
5. Christine Lovato – Probation – Juvenile Detention Officer – 02/14/11 – General Fund – replacing Veronica Victor
6. Karen J. Miller – Public Fiduciary – Fiduciary Services Specialist – 02/21/11 – General Fund – replacing Cynthia Bach
7. Margie Velasquez – School Superintendent – Accounting Clerk I – 01/10/11 – General Fund – replacing Margie Velasquez
8. Jillian R. Velarde – Globe Regional Justice Court – Justice Court Clerk Associate - 02/21/11 – General Fund – replacing Anthony Waddell

Temporary Hires to County Service:

9. Stephanie McCarty – Community Services – Administrative Clerk – 02/01/11 – Workforce Investment Act Fund
10. Sterling Etim Etuk Udom – Health Services – Influenza Surveillance Specialist – 02/28/11 – Public Health Emergency Response H1N1 Fund

Request Permission to Post:

11. Community Services – Community Services Worker – vacated by Patricia Rocha
12. Public Works Recycling and Landfill Management – Solid Waste Services Worker – vacated by Kimberly McGough Sermeno

February 15, 2011

Departures from County Service:

1. William G. Cook – Public Works – Temporary Building Maintenance Technician – 01/31/11 – Facilities Management Fund – DOH 05/17/10 – Resignation
2. Billy Stevens – Public Works – Building Maintenance Technician Sr. – 02/01/11 – Facilities Management Fund - DOH 05/15/06 – Terminated for cause

Temporary Hires to County Service:

3. Kayla M. VanCleve – Health Services – Influenza Planner – 02/14/11 – Public Health Emergency Response H1N1 Fund
4. Candyce M. Gabler – Health Services – Influenza Educator – 02/14/11 – Public Health Emergency Response H1N1 Fund

Position Review:

5. Erika Pisano – Probation – Deputy Probation Officer 1 – 02/28/11 – Change in fund code
6. Michael Snively – Probation – Deputy Probation Officer 2 – 02/28/11 – Change in fund code

Request Permission to Post:

7. Public Works – Solid Waste Operations Worker – Vacated by Mark Gann
8. Health and Emergency Services – Community Health Assistant Senior – New Grant Position
9. Rural Addressing Department – Rural Addressing Analyst – Vacated by Jeremiah Johnson

SHERIFF'S PERSONNEL ACTION ITEMS

Departures from County Service:

10. Dawn Dzera – Sheriff's Office – P.T. Detention Officer – 02/20/11 – Sheriff's Commissary Fund – DOH 02/20/11 – Declined offer of employment
11. Charlene Gable – Sheriff's Office – 911 Dispatcher – 01/28/11 – General Fund – DOH 07/19/10 – Unsuccessful completion of probationary period

4H. Approval of finance reports/demands/transfers for the weeks of February 8, 2011, and February 15, 2011.

February 8, 2011

$1,523,841.89 was disbursed for County expenses by check numbers 234349 through 234479.

February 15, 2011

$559,601.73 was disbursed for County expenses by check numbers 234480 through 234586. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Dawson, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda action items 4A-4H.

Item 5 - 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.

Margret Celix, Chairman of the Globe-Miami March of Dimes Committee, presented information on the upcoming March of Dimes "March for Babies" activities scheduled to begin at the old Bullion Plaza School park on Saturday, March 12, 2011, and requested participation by the employees of Gila County.

Dan Adams, a resident of Payson, recommended that the County seek free assistance from volunteers to help with strategic planning instead of contracting with an outside consultant at a cost to the County.

Item 6 - 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.

Each Board member presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:13 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Chief Deputy Clerk

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: February 24, 2011

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 (via phone conferencing); Shirley L. Dawson, Supervisor; Don McDaniel, Jr., County Manager; Marian Sheppard, Chief 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. Joe Heatherly led the Pledge of Allegiance.

Item 2 - Information/Discussion on the Museum of Science and Sustainability and its desire to establish a museum in southern Gila County.

Disa McAlister, the primary contact for the Museum of Science and Sustainability , called on Danielle Tomerlin, President of the Museum and part of the directorship of the Board, to begin the presentation. Ms. Tomerlin explained that the Museum is about science, sustainability and technology, which includes chemistry, biology, astrology, etc., but the emphasis is on the sustainability aspect of it and how it relates to everyday life and the world at large. Ms. Tomerlin provided her personal background information, which included a lot of education and training in the areas of multi-land use and sustainability as well as being in activities involving same. Ms. McAlister then provided the Board with her personal background of non-profit and community expansion and development. She noted that the Museum Board mostly located in Maricopa County is made up of very professional, high level executives, which are specialized in the science fields. She explained that the mission of the Museum is to research and educate by providing data in a comprehensible, easy to understand format with a special emphasis on sustainable living. They do not lobby, advocate, picket or march because the Museum is set up as a 501(C)(3) non-profit corporation. Ms. Tomerlin explained to the Board of

Supervisors about the triple bottom line, which is a three-tiered program known as "people, planet and profit" and the goal of sustainability, which is to find a perfect balance between the three. It has been revamped three times and adjusted to living in 2011. The Museum portrays research and education for the best practices at finding this perfect balance between all of these aspects of life where it is socially equitable, economically robust and environmentally viable because it is believed that there is a perfect balance. Ms. McAlister then explained that the Museum, as an educational facility, shows people options, but does not attempt to change what people are presently doing in the area of sustainability. She explained that an architect has designed a dome-shaped building for a proposed new museum, which is very energy efficient. They would also like to develop a trail system near the museum to showcase the natural beauty of this Sonoran desert area and it is their understanding that Gila County might also be discussing plans for a trail system. The Museum is also working on a wind turbine project with 2 windmills—one that will have a vertical access turbine and one that is horizontal and both are hooked up to a remote telemetry system for feeding in data to determine which turbine produces the most clean energy. She noted that the Museum would also offer free field trips and multiple events throughout the year including a science fair for children and visits to classrooms, monthly lectures, series, publications, etc. Ms. Tomerlin then explained to the Board that the Museum is currently looking for a place to house its facilities, which could be built immediately as an ecotourism center for adults and children alike. It will have research facilities and grants will be provided by the National Science Foundation. Ms. McAlister explained further that the Museum is looking for space to construct its Museum, which will be funded by corporations, individuals and foundations. Chairman Pastor inquired how it was determined to bring this Museum to the Globe area. Ms. McAlister stated that they had originally worked with Pinal County for most of 2009 and while waiting for something to happen there they also contacted Gila County because the flora and fauna within the County is want they want to work with and the terrain is beautiful. It's the picturesque Arizona, and they love the fact that this town is going to be thriving, that the mining companies are located here, and also because of the wonderful features that this area has to offer. Chairman Pastor stated that when Steve Stratton, Public Works Division Director, brought this issue to him several months ago, he indicated that the Museum staff were looking for property out towards the County Fairgrounds. He also indicated that the Industrial Development Authority might also be of assistance in the development. Mr. Stratton stated that about 1-1/2 years ago, he received a call from Ms. McAlister and Ms. Tomerlin. Sheldon Miller and Mr. Stratton have been looking at various locations. He stated that part of the 80 acres that the County owns by the landfill area would be very suitable for the wind generation. Mr. Stratton stated that he knows one of the Board's primary concerns is alternative power generation so he has been talking about wind and solar generation with these ladies. Also reviewed was property at the Gila County Fairgrounds where at one time the County was going to apply for a grant and through the State Parks to develop a trail

system, which was going to be not only a trail system, but also could be used as a cross-country track for the schools. He stated that he did not believe the proposed Museum would be a fly-by-night deal because over the past 1-1/2 years, staff has come to some level of comfort in working with these ladies and he felt it was now time to bring this issue before the Board. Supervisor Dawson also mentioned the Museum possibly partnering with the City of Globe and BHP Billiton for some acreage at the Old Dominion Park area or combining the Museum with the nearby old Little League Park at Noftsger Hill, which has been abandoned and it would be a good area for wind generation. She also did not have any objections to reviewing the Fairgrounds as a possible site. She stated that a solar and wind energy study was conducted of Arizona and it was noted that sustainable wind energy in this area was only located on the San Carlos Reservation. She thought the project would be good for the area and felt that there's a lot of potential. Mr. Stratton stated for clarification, "Staff is by no means trying to suggest that they go one place. When they contacted us, they were looking for county-owned property so we toured all of our properties and those were the 2 sites that best suited them at the time; however, your suggestion with the Old Dominion, now that it's come about, is very good land and I think that site should be looked at also." Supervisor Dawson inquired if Mr. Stratton would mind showing them the Noftsger Hill property and she believes it is still owned by the City of Globe. Mr. Stratton agreed to show the property; however, he believes there were some reversionary clauses in that deed. Chairman Pastor also suggested the Round Mountain Park area where there is a large area prior to entering the Park. He agreed that it sounds like a good project to come to the community as a stopping point for visitors. Chairman Pastor also stated that he invited the college staff to be at the meeting today because they have a sustainable energy program and there might be some partnership development opportunities. Chairman Pastor directed the ladies to continue to move forward and see what opportunities are available. He also encouraged them to visit with other agencies such as the Southern Gila County Economic Development Corporation and the Globe-Miami Regional Chamber of Commerce. Mr. Stratton stated, "That does give me direction and that's what we were looking for whether to spend staff time on that or not. We would be very happy to continue to work with them…" Chairman Pastor stated, "We can't take any action, but we can give direction and I think we've kind of expressed our direction and I hope we can work on this project and move it forward to see how it works for the County." Chairman Pastor also advised Mr. Stratton that the Bullion Plaza Museum was also interested in the project. Vice-Chairman Martin had no comment. Mr. Stratton stated that he believes the best thing to do would be to call representatives of each of the agencies and organizations mentioned and put together a roundtable discussion to determine what works out best for everyone. Supervisor Dawson noted that there is another available space out by the Boys and Girls Club that she would be interested in talking to them about also. No action was taken by the Board.

Item 3 - 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.

Don McDaniel, County Manager, stated that the Board had been reviewing all boards/commissions/committees in Gila County over the past 2-3 months and looked in depth at several of them. At the Board meeting on January 25, 2011, the Board reviewed the Industrial Development Authority (IDA) and the compliance checklist. At the meeting the Board did have additional questions of the IDA and felt that it would be instructive and advisable to invite the IDA board to a Board of Supervisors' (BOS) meeting in order to respond to any BOS questions or comments and provide any information that they felt would be appropriate in order to get a better understanding of what it is the IDA does, how it operates and where it currently is in regard to its overall mission. He advised that Fred Barcon, Chairman of the IDA, and other members were present. Chairman Pastor called on Mr. Barcon and requested that he introduce those board members present for the record. Mr. Barcon introduced IDA board members William Long, William A. Bryne and Mark Marcanti. He noted that the other 2 members that were unable to attend were Mitchel Holder and Gerald Kohlbeck. Chairman Pastor advised the IDA board members that the BOS has asked staff to develop a Boards, Commissions & Committees Report to identify all of these groups and unfortunately the IDA came at the beginning of the groups so the BOS was starting its interview process with the IDA. He stated that Supervisor Dawson would begin asking her questions. Supervisor Dawson stated that some written questions were submitted to the IDA so she would first address those and then some additional questions. Chairman Pastor stated that the IDA members had a list of the questions and suggested that they could start at the top of the list and any IDA member could answer the questions. Mr. Barcon advised that he would address the first several questions. Mr. Barcon stated, "We appreciate the opportunity to come and meet with you folks." Starting off with number 1, What is the stated purpose of the IDA as understood by the current members? We had a meeting to make sure that we agreed unanimously on what our purpose is and using what we feel will be our mission statement is: 'create and maintain jobs within the County and assist residents of the County to achieve a better standard of living and way of life, not just for the present, but for the future generations.' Any questions on number 1?" Supervisor Dawson inquired if Mr. Barcon had his answers typed up. Mr. Barcon advised that he did and Ms. Griffin passed out copies for everyone. Chairman Pastor stated, "In our packets, Fred, we have a lot of information and we even have like the original formation of the IDA back in 1972, I think it was. It was interesting for me to read that it was in 1972 or 1973 and that was about the time the new smelter was coming on line up on the hill and it sounded like the whole basis of the IDA at that point was to form and kind of help with the direction or—of what the mines were going to be doing and how the IDA and them could partner up and everything. I think it had a lot to do with the pollution factor and how they were going to

control that." Supervisor Dawson stated, "I don't see that as really—I understand that the IDA was formed specifically for a purpose of bonding so that expansion could go on there, but the IDA having any authority or meddling in what the mine or the hospital—." Chairman Pastor stated, "I understand they were there to provide—." Supervisor Dawson stated, "A vehicle—." Chairman Pastor replied, "Yeah, that benefit for those entities who wanted to, such as the hospital. That was one of the big projects I believe, too, they wanted to develop. I just wanted to make that statement. Go ahead, Fred, and answer number 2." Mr. Barcon stated question number 2, "What was the role of the IDA regarding economic development in Gila County? The goals of the board of directors of the IDA of Gila County is purposely aligned with the stated goals of the Gila County Board of Supervisors as the development of transportation infrastructure, water resources, post-secondary educational opportunities, telecommunications infrastructure, quality of life and other economic and industrial opportunities. To attain those goals, the board of directors of the IDA will support, financially and otherwise, the improvement and expansion of infrastructure, as well as special community developmental projects, but will not provide operating funding to any organization." Supervisor Dawson stated, "My only comment is how broad? I see the quality of life having been expanded into what your goal and mission might be. As far as, if we can go back up to the purpose of achieving jobs and then under quality of life, you could pretty much cover anything, but you have not—operating funding and I understand that one. Thank you." Mr. Barcon replied, "One of the questions we will be responding to will touch on the quality of life." He then continued on with question 3: "How often does the IDA meet and for what purposes? Our hands, and before I go any further, our hands have been pretty much tied since the ASARCO bankruptcy. We have kind of been in limbo and then coupled with the recession we've just been trying to get through the bankruptcy and get a fair settlement with ASARCO. So our hands have been pretty well tied for the last several years. In our meetings that were held in 2008, 2009, 2010, and even into the first of this year were concerning the ASARCO bankruptcy. And the reason for that was because, even though you see some monies, our attorney advised us that there was always that possibility that we may have to repay some money back, so we were very careful with what we did with our monies and how we reacted to any projects. So that is why we only met pertaining to the ASARCO bankruptcy." Supervisor Dawson stated, "But in reality, your attorney said that 'I just don't have a concern about returning money on the sale of this claim.'" Mr. Barcon replied, "No, not now. I'm saying in the past." Supervisor Dawson stated, "I guess we might as well get into it now as later. I came on the BOS Board 7 years ago and at that time I started asking about the IDA. I had attended the luncheon that the IDA financed for Rick Renzi and I was concerned about what was the IDA. What is a political PAC (Political Action Committee) committee? What was the purpose of IDA? I started reading the historical books, which I really loved going through the minutes from the 70s with Willard Shoecraft and Frank Hollis and just thinking about some of the things that the IDA had been established for and was doing. At that time, if you recall, you had received a

check for $250,000 from ASARCO to finance the bonding. Nowhere in the history had that ever been required of a company in order to get a bond through the IDA. That just wasn't done. And one of your former board members referred to it as extortion and is no longer a member of the board. But ASARCO was required to pay $250,000 up front and then $45,000 a year starting in 1998, I believe, and I believe that's when you became president. Is that correct? We have it. But anyway, and in your annual reports to the Arizona Corporation Commission, it showed you were receiving $45,000 a year and so at the time I came on the Board, your bank account would have been in the vicinity of $300,000 according to the reports that you were filing with the (Arizona) Corporation Commission; however, and at that time as I understood it, there were not separate checking accounts. Everything was going through Gila County. I went to the Gila County Treasurer and ran off the financial records for the IDA. It showed the financing that went through. Bill (Long), you signed some of those when you created the PAC in order to fund the committee. I was in Peru at the time, for the college to create the provisional college and that seemed to be a big activity of the IDA. Again when it came down to it, the money was not in the Gila County Treasury. It was not here. And I, numerous times, I asked the County Manager or Mr. Nelson where the money was. I was told it was on deposit with Great Northern Bank. I was told it was in different places. All I asked for was to show me the record of deposit because it wasn't in the Gila County Treasury. That money was not there. Mr. Besich told me it was in the Deutsche Bank of New York. I could not find if there was money, where it was. And at the time Gila County was at least 6 years at least behind on audits so when I went to the Auditor General, I couldn't get answers from her. She had no idea what we were doing with this account or this money. Eventually it was recognized that, in fact, that $45,000 a year had not been deposited by ASARCO. It had not been collected by the IDA, although the reports indicated that it had been and my concerns became when I also saw evidence that you had submitted letters requesting support from Gila County and so the taxpayers of Gila County were paying IDA, not $50,000, not $25,000, but exactly $45,000 a year and Gila County was very regular in making those payments. I still don't understand how that went. When ASARCO was filing bankruptcy, you were still operating with County staff involved very much with helping, assisting you. Then ASARCO went into their bankruptcy and to my knowledge at that time, until there was some serious push, there wasn't even a claim made to ASARCO. In fact we were told in a Board meeting that a settlement had been reached with ASARCO for their payment to IDA. We were concerned about ASARCO's payment to the school districts. The County Attorney's Office represented the school districts in that bankruptcy and immediately all that money was paid. I started requesting at that time that I be notified when board meetings were and requested copies of minutes. I have copies of those requests and that was ignored. I was informed, 'Well there's a bulletin board someplace and your notice of public meetings is posted there.' It made for a really bad feeling in what was going on with the IDA. My concern has been even since the bankruptcy, how it was handled, how much it has cost and how the record keeping of the IDA has been

handled, the financial accounting. I don't know why you would sign a report to the Corporation Commission that you had this money that you didn't have. Do you have an answer to what it is I'm not understanding on this?" Mr. Barcon replied, "I've said this before and I'll say it to you that I appreciate the fact that you did what you did because when the IDA was originally set up, we tried, the members did, to get the bylaws to find out what it was all about. We visited with other IDAs and I give you my thanks, our thanks for you bringing some discipline to our organization, understanding that we didn't have any guidelines to go by. If you go back on the minutes, I asked numerous times for guidelines, not knowing what we were really all about and we were trying to find out what we were about, understanding again, never in the history of the state of Arizona had an IDA ever charged a user fee. Now, understanding that the Board member that you are talking about that resigned is very much involved with the mine, you have to understand that's where his loyalty lays. I don't have a loyalty to mines. I've worked for several mines, but I looked at it this way that if the attorneys for the mines and there were numerous attorneys, they probably had a bank of 6 attorneys—we even talked to attorneys in New Jersey. I guess that's where their corporate office was. If they had seen any evidence or had we been extorting funds from them illegally, I'm sure it would have come to light at that point, so I don't feel I need to respond to that. But again, thanking you, we do have our own accountant now. We went, after your inquiries, we went back and found out you were very right in the way things were being conducted and we made a change and that change involved hiring, like I said, an accountant and being more diligent in what we were doing, finding out what we were about and again I publicly thank you. Supervisor Dawson stated, "Thank you." Bill (William) Long, a resident of Globe and a member of the IDA board, inquired if he could make a comment. He stated, "I would hope everybody is aware that the bonds that are sold with the IDA approval are tax-free bonds and that's why the IDA was really created as far as I know. I wasn't around when Willard Shoecraft and Frank were on the board, but I know it enabled them to get a better, cheaper loan because investors will pay for that tax-free benefit. Anyway, as I understood it, ASARCO had done this to refinance some old bonds and take advantage of the lower tax-free bonds and that's how this all started. I don't think I was even on the board then, but my knowledge of stuff like this, it all started in California. The IDAs over there figured they could get a fee to help them operate and help whatever their intents were for like ours with the community and so on, so that's how this whole thing started. Unfortunately, the Duetsche Bank, I think they were liable for not performing their job as a trustee in sending the payments on. We felt like the County must have been getting them, you know and we didn't know. That's what I recall. And then at some point I guess the County started giving us $45,000 and I assumed that maybe the payment was being made. That's what I remember." Supervisor Dawson stated, "Well, as I said, the figure seemed peculiar and as I looked into this it bothered me greatly that the payment that you were supposed to be receiving from ASARCO was $45,000. Additionally in 1998, before I was on this Board or before I knew IDA or anything about it, the BOS received a letter of request from Mr. Barcon

requesting a line item that eventually it became until we removed it in the past few years of a $45,000 donation. It just didn't sound good, didn't feel good and doesn't seem right and so then I started checking on the funds. They weren't there. During the 2 years that Edd (Dawson) and I were in Peru is the time that funds from the IDA in a transfer roundabout way were put into a PAC, a political action committee, for something that, you know, I think it's been a good thing, but where did the authority come to be a political action committee and the support of a congressional candidate? These are tax dollars. These are taxpayer dollars and I don't think that the BOS used wisdom in setting up an organization that became a political active organization with taxpayer money. That was my major concern then. And Fred, you are right, you know things have been reigned in somewhat except on attorney's fees, which appalled me and what's been spent to recover money that we shouldn't have had to pay that kind of money to get the money that was duly yours. Let's see what the—we wanted an account. So how many bank accounts does IDA have? It says you have 7 accounts. I think 3 was—we've already covered it so let's go back. Mark Marcanti, a resident of Globe and current Treasurer of the IDA, stated, "Currently we have 7 accounts. The reasoning for this was at the time we had the money, the FDIC (Federal Deposit Insurance Corporation) insurance wouldn't cover the funds, so we moved the money into 3 different financial institutions locally. We have 1 checking account and 1 savings account and the rest are CDs (certificates of deposit). The total balance as of February 18th is $470,880.76. The main reason we split that money up was to protect it because we had banks going under left and right at the time. Now the federal insurance has been increased and I think we're okay now." Supervisor Dawson inquired, "Are any of you, as board members, aware of an IDA that has a bank account like this—this amount of money? I mean, we as the BOS constantly have people coming before us trying to survive, not asking for operational expense, but for instance the Old Dominion Park, establishing it, the Science Museum, whatever. We don't have that kind of money. You have this money and yet you're saying, 'Well, you weren't secure. You didn't know if you had to pay it back to ASARCO,' or whatever and your biggest expenditure in recent years has been to an attorney to keep you in business. It just seems like especially in this down economy we need to be making certain money is being wisely invested and not for the benefit of perpetuation of an organization, but for what your organization was originally about—creating jobs and keeping people from moving away from here. Having $470,000 in a bank account concerns me and the fact that in your original creation of an IDA, and the Board and I certainly wasn't here when you were created, but the purpose was to let these organizations, these companies, these corporations using our bonding like Bill (Long) explained and somehow now you've become off of that and I have some concerns about the mission being achieved." Mr. Barcon inquired, "Does that mean you're not going to give us another $45,000?" Supervisor Dawson replied, "I don't plan on it. I think I've voted against it every year I've been on the Board, Fred. I imagine you know for sure, but I think, yeah—Mr. Chairman, do you want me to go on? Chairman Pastor replied, "If you have questions." He continued, "As I was going through the

documents that we've been provided, first of all, its provided as more insight as to what all of our boards and commissions are and not just in particular the IDA. I'm sure John (Nelson) and Jacque (Griffin) will keep you guys apprised of what the requirements are and everything. Since we've started this process, some of the committees have started giving us notices of where their meetings are. We still haven't seen minutes yet, but they are at least notifying us that they are having meetings and we know that those are going on. And the whole purpose of this exercise was to figure out what boards and commissions and committees we had out there and what they are doing and how they are doing it. One thing I was looking at last night, we only have 6 members on the Board and there's the potential to have 9 and I know it's always a difficult situation trying to find membership, but my concern with a 6-member board, if you guys split 3-3 on a vote, how would that be settled? Most committees are odd numbered committees so in case there is a vote and it's a tie, somebody splits it up. But right now at 6 members, it would seem hard that if 3 of you said 'yes' and 3 of you said 'no'—and I don't know if you've ever thought—I just happened to see that last night and it was just a thought thinking out of the box, you know." Mr. Barcon replied, "I think you would have to go back several years—Ray Pugel from the northern part of the County, I think he quit several years ago and we tried and we tried to bring people on board from the northern part of the County and have not been successful. Six members, whenever we have our meetings, whenever we give donations or whatever we did amongst the IDA members and again I thank you for the last 2 members you recommended. Mrs. Dawson, Bill (Long) and Mick (Holder) have contributed very well to the IDA. We argue it out and give our arguments as to who's for it and who's against it and once the majority, which when we have our vote, whoever the majority is wins. We all get behind it. We don't put anybody down. We don't fight. We just 'alright let's get behind it and let's make it work.'" Chairman Pastor responded by stating, "But if you ended up in a 3-3 vote, you just actually could come to a decision? I just happened to think about that." Mr. Barcon replied, "It's very well discussed and all questions are answered and when we move, we move as one." Chairman Pastor stated, "As a member of that board, I know we had those discussions and there was a voting process and it was just something I was thinking about. And it's probably more our responsibility as the supervisors who appoint people to probably look for maybe one more member to provide that, if that ever happens. I don't know. It's something that we probably need to discuss. Go ahead Bill." Mr. Long stated, "I don't want to make things funny or whatever, but I can't help myself. Fred always wears a train cap like a railroad guy because he runs a railroad." Chairman Pastor stated, "We won't put that in the minutes." Supervisor Dawson stated, "Yes, she will." Chairman Pastor stated, "When I came on the IDA board and Supervisor Dawson had appointed me to the IDA board prior to getting elected, I served for about a year on your board and I wasn't really sure what it was and the information has made me more aware of what you guys do. You guys are governed by Arizona Revised Statutes, which is probably one of the few boards and commissions that is regulated that way and I think that gives us a little bit of assurance that there are rules and

regulations that need to be followed. And I think that's been the positive thing about this. Supervisor Dawson, more questions?" Supervisor Dawson stated, "I do. I appreciated the fact you were talking about the rules and regulations and that we are doing this not with just the IDA. We are doing it with all boards and commissions. One of the questions that I will be asking of every board and commission, well very few of the boards and commissions have bank accounts like you do, but what do you--as a member of the BOS, we each have to file a notice of any conflict of interest that might arise. We have to show what businesses we own especially as this money has grown and your funds there, what policy do you have that assures that no member has a conflict of interest?" Mr. Barcon replied, "The only time that I can look and say that we have donated where I thought there might be a conflict of interest was your request for the $7,500 for the Globe bond issue. That's the only time I ever thought there might have been a problem, but I was assured through our legal staff that it wasn't, but our contributions, our one-time contributions, is that what you're referring to? Supervisor Dawson stated, "At least 2 of you have businesses that might well benefit from the remodel at the hospital, the bonding that went through for the hospital, the refinancing at ASARCO. Did any member of the board of IDA carry out business or do any of the work with Cobre Valley's renovation or did you contract with ASARCO as they did cleanup and change?" Mr. Barcon replied, "You would have to take the definition of conflict of interest, which to me is a legal question. In our position and I know you are referring to me and to Mark Marcanti as contractors, when we bid a job, using the hospital, I don't work for ASARCO and have not worked for ASARCO intentionally because of the fact that we had the bankruptcy out there. As far as the hospital, I did work for the hospital and have, but when you are on a bidding system, you are bidding against numerous other sub-contractors. You're not given any proprietary information. You're bidding on a level field. Specifications and drawings are out there and everyone has the same advantages so it's not a conflict of interest. That's why I say it's a legal question and I might be wrong, but that's pretty much what we've been told." Supervisor Dawson stated, "There wouldn't be any drawings or any work to do if the bonding had not taken place and the only way the bonding could take place was with the approval of the IDA board. You financed an organization that then in turn you became a bidder during that. I witnessed the other night a city councilman step down from his position as a city council person as the city council was developing the prescription marijuana code and procedures because he planned on bidding in the event that there was going to be prescriptive marijuana available. He wanted to bid on operating that. I don't know what with the bank account that you have how there is a guarantee that there wouldn't be a position where you would be determining 'well yeah we'll grant that' and that means I might get a business deal out of this activity. You have so much money sitting there that the opportunity for a conflict seems open door. Bill?" Mr. Long stated, "Well the hospital (inaudible)… it's pretty obvious. Whether Fred recused himself or not, he was in favor of helping the hospital. Supervisor Dawson replied, "You bet. You bet, but the conflict was there in my estimation, my legal authority of whether you have--." Chairman

Pastor interrupted and stated to the IDA board members speaking, "Make sure you have the microphone on because she's (the Deputy Clerk recording the meeting) is not picking you guys up at all." Supervisor Dawson continued, "So, I just—you know whether you guys are the board of the future, or whatever. I hope that we are cleaning up things and making policies and procedures that operate so that any possibility is taken away for even the appearance of wrong doing. It's where I am coming from. So you did do some of the work with Cobre Valley Hospital. Mark, did you also?" Mr. Marcanti replied, "I did, but I was not appointed to the board at the time." Supervisor Dawson stated, "Okay, yeah, and as far as ASARCO, when this bonding was refinanced, Fred, didn't you have a contract doing some work over there?" Mr. Barcon replied, "My company has never worked for ASARCO." Supervisor Dawson stated, "Okay, alright, or a sub-contractor there?" Mr. Barcon replied (inaudible). Supervisor Dawson stated, "Okay, I don't know. I haven't looked at your most recent filing with the Corporation Commission, but there were those years where there were just incorrect filings. Is that true?" Mr. Marcanti replied, "To my knowledge you're correct, because we did not know we were not receiving the $45,000 because Gila County was taking care of the funds at that time. Apparently it was an accounting error on the County's part with accrual of the $45,000 instead of actually receipt of the $45,000." Supervisor Dawson stated, "I've gone through this and one of my opponents said, 'You just don't understand accrual accounting.' I understand accrual accounting. I understand accounting. I understand when money was not there that was attested to by signature that it was there. John, you had a comment? John Nelson, Deputy County Manager, stated, "I just say, Supervisor Dawson, you are correct and we're incorrect." Supervisor Dawson replied, "Alright. Do you guys know how much money you have been spending on attorneys?" Mr. Barcon stated, "Yes and it's made us all sick Ms. Dawson. And we got into this and numerous times we asked these attorneys 'when are these fees--?' I mean we were literally caught, just like we had to bring it to a halt. This is ridiculous. I mean--, but again it was a bankruptcy and realizing also that in bankruptcies if you get 10 cents on the dollar you're doing fine. In this case we did go back. We went back. I think we did due diligence, but controlling those attorney's fees was way beyond anything we expected." Supervisor Dawson stated, "I don't know if any of you guys plan on getting a divorce, but the amount of a divorce fee is based on what the amount of money that can be drained is and that's pretty much. I always counsel people if you're going to get a divorce settle before the attorney knows what your bank account is. I cannot imagine, and I hold you guys responsible for these attorney fees. I don't believe for a minute that a bankruptcy attorney would have done the work that he did for you on a contract. Everybody would have run to you and said, 'You bet, I'll take $75,000 or—.' Gads, the amounts really tick me off. I hope you understand and we have an attorney present and Bryan (Chambers) knows my feelings about getting legal opinions. I just felt really like you squandered money that when we set and we try to look at every minute amount of money that will help an organization move forward and serve our communities and here this money has no value except in recovering money that you should

already have. And I do not take responsibility for Gila County and that accounting process. And I don't advise you to hire an attorney to go after the bank in New York that wasn't collecting the money, yeah, Duetsch. I actually asked if that was an offshore bank. I just would ask you if you continue to serve on the IDA board, I don't advise you to hire any attorney, to hire an attorney and go after the money that wasn't paid. I just would ask you if you continue to serve on the IDA board that you make certain that you don't have an attorney that has open access to your checking account; that you have a fee, identifiable amount that he is going to be paid. And I understand attorneys charge by the seconds, but there has to be a line drawn there. That's just one of my really bad concerns on the expenditures of the most recent years. Another concern that I had is a policy that you have I guess, or a practice that you have. I don't see it is your policies or procedures. It is a procedure that you take apparently. I'll read what I wrote. Does it state in the bylaws of IDA that the president is empowered to make monetary grants to organizations with the retroactive ratification by the board? Do you know if that is your--I don't find it in the policy." Fred asked Mr. Long is he wanted to answer that question. Mr. Long stated, "I believe somewhere in our minutes there was. We agreed that the president could make within certain limits and I'd really have to look back and see it, but made a commitment to like an organization that and recently--." Supervisor Dawson stated, "The Cyber Café in Hayden, $15,000." Mr. Long stated, "That was done retroactively. You know, Mick Holder asked the question at this meeting that we had before this meeting, how many people were affected and there was conversation about it and it even went into Pinal County and the people down at that next little town, Dudleyville, were coming from everywhere and taking part in it and everybody was real happy with it." Supervisor Dawson stated, "There is no doubt that there's needs everywhere. Again, you have $470,000 and have you endowed Fred with the ability to go about giving out $15,000 checks wherever he wants to that are good programs? I have a long list of really good programs that need help or is the IDA there to bring some that is in industrial development? That one large grant would do some really great thing. I have been at the Cyber Café in Hayden. It's a great use and immediately they said, 'while you are here come and look at our Olympic pool that is closed down and we need this pool functioning and we need money for it.' I suggested they go back to where they got the other grant. I did help with the grant and I did suggest that they go to the IDA to get the Cyber Café and I will make those suggestions to other organizations because if that's what you're going to do, if you're going to have your president evaluate and then you retroactively say, 'Yeah, that's a good thing,' we the taxpayers of Gila County cannot finance many, many activities that are very worthwhile activities. None of us would be out there working with non-profits if everybody could just find a checkbook that was available to take care of that non-profit fund raising. So I think you that you need to have in your policies, if you're going to do this, and I think an attorney needs to tell you if it is legal to ratify to give one individual of a board that much authority." Mr. Marcanti stated, "We were told and I have been told on other donations or contributions before it has been approved and the majority of the board had

some input on the subject--I was concerned on the Cyber Café, but it has sustained itself after this regional donation and they answered the questions that I had about it wasn't future funding for the school district and it would be funded so to make sure that our regional donation wasn't a waste and it was a good thing. I was told before the donation was made." Supervisor Dawson replied, "Thank you for those comments. Many times in our board meeting there are conversations, there's things that come up that I wished there wasn't sitting behind me or beside me a recording and making a record of, but that is something that the public has a right to and we do not have the right to turn off a tape recorder and say this isn't going to be on the record. I've been told that is a sometimes practice by the IDA board. So I would ask that if you do that, that you not do that, that the recordings of your meetings be complete, that there not be a missing segment or whatever. The other thing, my last question has to do with how the officers are selected. I've been on lots of boards and a lot of times it's by 'I'm stuck with the job' and I know that Fred, I believe, has been president since 1998. Is that correct? Mr. Barcon replied, "I like that term 'stuck', yes." Supervisor Dawson stated, "So with several of our boards, I'm going to be asking that you establish a term limit, that you look at that and if there needs to be new people on the board, let there be new people. You have term limits on how long somebody serves as president just because maybe some new ideas might come, or as treasurer, whatever even though Mark may be an accountant, certainly an experienced business person. Just having it rotate, I think is a good practice. When I was on the Globe School board, I served as President of the Globe School board the whole time I was there. As Chairman of the BOS, I felt like it was important that we rotate that position. Everybody needs a share in the headaches. I think that you need to establish that and I would suggest that. I do appreciate that this has been a contentious time, Fred, between you and I. My intentions were never in a personal attack. My intentions were trying to figure out whether Gila County was liable, was involved in however this money went wrong. As you know I totally support the college. I appreciate the IDA's assistance in seeing that cosmetology and seeing that the nursing program had funding. I do not believe it's a position of any board that the County BOS appoints to be a political body. That creation of the provisional college (district) I'm not real sure I understand the campaign was that it would save the out-of-county tuition. I'm still working hard to see that Eastern Arizona is still a part of Gila Community College and is the parent authority because I think they are a great school and hopefully they will be a 4-year college and the state Legislature will see fit to fund community colleges equally. That process of creating and using IDA funds to create a provisional college, I believe almost cost us our college. I got back to Arizona in 2004. I drove out to the college to enroll in Spanish and there were no cars in the parking lot. I didn't get out and go check doors, but I called and found out, 'Yeah we're open,' but Pima Community College was in charge and there weren't students. The enrollment was all but gone and it would have been horrible for IDA to have been the focus of blame, of destroying that. The college has come back, the contract with EAC has come back, and that college is flourishing and as I said partly due to grants from IDA. I hope

that you will see this as a constructive meeting and that you will consider 'what is your purpose' and be very careful with anything with attorneys. Thank you for your time." Chairman Pastor inquired if there were any other questions or comments from the Board. Vice-Chairman Martin stated, "No, I don't. I'm sorry I'm not there. I feel at a disadvantage, but at this stage of the game, I just very much appreciate the board coming to us and going through this exercise. I think they do an awfully good job actually and I'd like to see us do more in the future perhaps with that, but I truly understand that the IDA board is rowing their own boat and all we can do is give general suggestions and that's all Mr. Chair." Chairman Pastor inquired if there were any other questions or comments. Mr. Barcon stated that he would like to make one more statement. He stated, "Ms. Dawson brought up the fact concerning the young ladies that were here about partnering. We are a firm believer in partnering. We feel that there is a lot more strength in numbers and we are now, with the ASARCO situation behind us, we are looking at hopefully getting a member from up north, having a workshop and getting a game plan going. That's our intention for going forth." Chairman Pastor stated, "I didn't mean to put you on the spot. It sounds like a pretty good plan. I appreciate the fact that you took time out of your schedule to come meet with us and have this discussion. I know it takes a lot of time to be part of committees when you have your own businesses and stuff to manage. I appreciate it. I think with the development of this document that we all have a clearer understanding of what we need to be doing and I look forward for a pretty good back and forth relationship between all the boards and committees. So I appreciate your time. Don, do you have any comments?" Mr. McDaniel had no comments. No action was taken by the Board.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:36 a.m.

APPROVED:

_____

Michael A. Pastor, Chairman

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk

ARF-902 **4- L**

Regular BOS Meeting

Meeting Date: 10/18/2011

Reporting Period: Report for Approved Contracts Under $50,000 for the Weeks Ending September 30, 2011, and October 7, 2011

Submitted For: Valrie Bejarano **Submitted By:** Valrie Bejarano, Finance Department

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Information

Subject

Report for Approved Contracts Under $50,000 for the Weeks Ending September 30, 2011, and October 7, 2011

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks ending September 30, 2011, and October 7, 2011.

Attachments

Weekly Reports ending 9/30/11 and 10/7/11

Contract-Online Surplus Auction Services

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

September 26 to September 30, 2011

Number	Title	Amount	Term	Approved	Renewal Option	Summary
No activity to report.						

October 3 to October 7 , 2011

Number	Title	Amount	Term	Approved	Renewal Option	Summary
10-P-01	Online Surplus Auction Services	7.5% Fee	3-1-11 to 5-15-12	10-5-11	Renewable for 3 more 1 year periods.	Online surplus auction services. County has successfully used The Public Group since 2005 for this service.

EXECUTIVE SUMMARY FORM

Contract Name: Online Surplus Auction Services **Contract No.:** 10-P-01

Statement of Purpose and Need (3-5 Sentences)

The Public Group is an internet auction system with unique capabilities exclusively for Public Agencies. There is no cost associated with listing an item and a 7.5% auctioneer fee for items sold. The County has used the Public Group since 2005 with great success and would like to continue to do so with the approval of the County Manager.

Contract End Date: May 14, 2012 **Renewal Option:** ☒ Yes ☐ No

Maximum Dollar Limit: 7.5% Commission Fee

Contract Information

Firm Name: The Public Group d/b/a/ Public Surplus LLC **Contact Person:** Eric Heaps

Address: PO Box 50676 **Phone No:** 800-591-5546

City: Provo **State:** UT **Fax:** **Email:**

Fund: Multiple **Type of Funds:** ☐ Restricted ☐ Grant ☐ General Fund ☐ Other

Fund Code: Multiple

Special Notes:

On September 13, 2005 the Board of Supervisors approved the use of the Mohave County Contract 05-P-05 with Public Surplus LLC, for online internet surplus auction services. The contract expired and Mohave went back out to bid and now has a new Contract 10-P-01 with The Public Group d/b/a/ Public Surplus LLC. Purchasing is seeking the approval the County Manager to continue using The Public Group for its online surplus auctions.

There are several advantages of Online Auctions: Through The Public Group there is no cost to Gila County to register, list or re-list items for sale. There is a discounted rate of 7.5% payable only when an item sells. No commitment is required and the County uses at their sole discretion. Gila County sets the terms and conditions of the surplus items offered. It is free for buyers (bidders) to use. The Public Group will assist the County to comply with state and local regulations and policies by maintaining audit-records (automated inventory control component) which details the disposition of every surplus item. The County will have the ability to easily provide a printed detailed record of any surplus item disposed of during the preceding 7 years.

Special Notes Continued...

By using the Mohave Contract it will save Gila County time and money in having to go out for bids to establish a contract for a service when Mohave already has the contract in place with the discounted rate.

The contract expires May 14, 2012 but has the option to be renewed for 3 more additional 1 year terms.

Authorization to use a Cooperative Purchasing Agreement with Mohave County Contract No. 10-P-01 for Online Surplus Auction Services with The Public Group approved this 5 day of OCTOBER, 2011.

GILA COUNTY MANAGER

Don E. McDaniel Jr.

County of Mohave
PROCUREMENT OFFICE

CONTRACT NO. 10-P-01

ONLINE SURPLUS AUCTION SERVICES

AMENDMENT NO. ONE (1)

DATE ISSUED: March 1, 2011

The referenced document has been modified as per the attached Amendment No. **ONE (1)**. This Amendment is hereby made part of the referenced Contract as though fully set forth therein.

Mohave County Procurement Office
P.O. Box 7000
Kingman, Arizona 86402-7000
(928) 753-0752 Fax: (928) 753-0787

THIS CONTRACT IS AMENDED AS FOLLOWS:

CONTRACT NO. 10-P-01

ONLINE SURPLUS AUCTION SERVICES

- In accordance with **Special Terms and Conditions, Clause #5 – Contract Term and Renewal**, the current Contract No. 10-P-01 is hereby extended for an additional one-year period from **May 15, 2011 through May 14, 2012**. All Terms & Conditions of the existing Contract shall remain the same.

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

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

3-3-11
Signature of Person Authorized to Sign — Date

Eric Hess
Printed Name

Chief operating officer
Title

4-4-11
Buster D. Johnson, Chairman — Date
Mohave County Board of Supervisors

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I. INTRODUCTION

This contract is for services described in **EXHIBIT "A", SCOPE OF PROFESSIONAL SERVICES.**

II. TIME OF PERFORMANCE

Refer to ***Special Terms & Conditions, Item #6 – Contract Term and Renewal***.

III. FINANCIAL CONSIDERATIONS

- In consideration of the services performed under this contract, the County shall pay the Consultant in accordance with the fee schedule negotiated prior to contract execution, attached herein as **EXHIBIT "B"**.

- The County will pay the Consultant following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized County representative confirming the services for which payment is requested.

IV. SPECIAL TERMS AND CONDITIONS

1. SOFTWARE COMPATABILITY: For the purposes of aiding the Consultant in the performance of their obligation under this contract, the County shall furnish upon request all relevant data in the County's possession and shall direct County officers, agents and employees to render all reasonable assistance to Consultant in connection with Consultants performance under this contract. The provision of such aid, assistance, information or services as received from the County shall in no way relieve the Consultant from obligations under this contract. The County does not warrant the compatibility of County furnished data, either electronic or in any form, with the Consultant's software. All costs associated with data conversion or software upgrades and conversions shall be borne by the Consultant.

2. OTHER CONTRACTS: The County may, as its sole option, enter into contracts for additional work related to this project. The Consultant shall fully cooperate with other contractors and consultants and with County employees to accommodate such other work. The Consultant shall not commit or permit any act that interferes with the performance of such work by other contractors.

3. COOPERATIVE LANGUAGE: This contract is entered into for the use of Mohave County. In addition, eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must enter into a cooperative purchasing agreement with the County of Mohave Procurement Department.

Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The County shall not be responsible for any disputes arising out of transactions made by others.

4. KEY PERSONNEL: It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

   A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the County.

   B. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the County, and shall, subject to the concurrence of the County, replace such personnel with personnel of substantially equal ability and qualifications.

5. CONTRACT TERM AND RENEWAL: The term of this contract shall commence on May 15, 2010 and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Offeror agrees that the County shall have the right, as its sole option, to renew the contract for four (4) additional one-year periods, or portions thereof. If the County chooses to exercise this option, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of fee basis and minor scope additions and/or deletions.

6. PERFORMANCE RATING: At the completion of each annual term or termination of this contract, the County will evaluate the Offeror based upon their performance under this contract. This rating will be used in the overall evaluation of the Offeror when applying for future work with the County.

V. STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE CONTRACT

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the submittal without the information.
May: Indicates something that is not mandatory but permissible.

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

a) **County** - The County of Mohave, P.O. Box 7000, Kingman, AZ 86402-7000.

b) **Agency or User Department** – Used interchangeably to mean the County department or division responsible for managing the professional services contract for the project.

c) **Consultant or Firm** – Used interchangeably in referring to the architect, engineer, landscape architect, or land surveyor organization offering professional services to the County of Mohave.

d) **Evaluation Committee** – The committee established to formally evaluate proposals according to the evaluation criteria listed herein.

e) **Joint Venture** – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.

f) **Contract** - The legal agreement executed between the County of Mohave, AZ and the Consultant/Firm.

g) **County Project Manager** - The County employee specifically designated as responsible for monitoring and overseeing the Consultant's performance under this contract. Also referred to as County Designated Contract Representative.

h) **Procurement Manager** - The contracting agent for the County of Mohave, AZ, on behalf of the Mohave County Board of Supervisors.

2. **NOTICE TO PROCEED:** The Consultant agrees to render professional services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.

3. **RECORDS:** Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of Consultant or any and all of Consultant's sub-consultants. Said audit shall be limited to this contract and its scope of services.

4. **PRINCIPAL CONSULTANT'S RESPONSIBILITY:** The Consultant shall be responsible for the professional quality, technical accuracy and other services furnished by the Consultant under this contract. The Consultant shall without additional compensation, correct or revise any errors or deficiencies in its deliverables.

   Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this contract.

   If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

   The Consultant agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm or officer of the corporation.

5. **ADDITIONAL COMPENSATION:** The Consultant shall submit a written proposal and secure the County's written approval of same prior to the performance by the Consultant of any work for which additional compensation will be requested.

   Without the County's prior written approval of the proposed work and the fee therefore, the County will not consider payment of any sums other than those already set forth under this contract.

6. **ADVICE AND CONSULTATION:** The Consultant shall be available to the County for advice and consultation on the interpretation of the plans and specifications on questions, which may arise during the course of this contract.

7. **PUBLIC HEARINGS:** The Consultant shall upon request, attend any public hearing on matters related to the scope of services set forth in this contract.

8. **CERTIFICATION:** By signature in the offer section of the Offer page, Consultant certifies:
   a) The submission of the offer did not involve collusion or other anti-competitive practices.
   b) The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
   c) The Consultant 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.
   d) The Consultant submitting the offer hereby certifies that the individual signing the offer is an authorized agent for the Consultant and has the authority to bind the Consultant to the Contract.

9. **TERMINATION OF CONTRACT:**
   a) The County may terminate this contract in whole or, from time to time, in part, for the County's convenience or because of the failure of the Consultant to fulfill the Contract obligations. Upon receipt of the notice of termination, the Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to the using department all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.
   b) If the termination is for the convenience of the County, the County shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
   c) If, after termination for failure to fulfill contract obligations, it is determined that the Consultant has not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.
   d) The rights and remedies of the County provided in this clause are in addition to any other rights or remedies provided by law or under this contract.

10. **SUSPENSION OF WORK:**
   a) The County may order the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this contract for the period of time that the County determines appropriate for the convenience of the County.

   b) The Consultant agrees that no charges or claims for damages shall be made against the County for any delays or hindrances during the progress of this contract. Such delays

or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the contract after the established completion date shall not be construed as a waiver by the County of any of the rights herein.

11. **ARBITRATION:** It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

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

    Consultant shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

    The County will not provide any insurance coverage to Consultant, including Worker's Compensation coverage. The Consultant is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Consultant should make arrangements to directly pay such expenses, if any.

13. **HUMAN RELATIONS:** Consultant agrees to abide by the provisions of Mohave County against discrimination required in all County contracts.

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

15. **PATENT INFRINGEMENT:** The Consultant and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark or copyright and the Consultant shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Consultant shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with non-infringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes non-infringing.

If appropriate, the Consultant shall furnish the County Contract Representative satisfactory evidence of patent licenses or patent releases covering County-specified proprietary materials, equipment, devices or processes, as the case may be.

16. **AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with all 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.

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

18. **GRATUITIES:** The County may, by written notice to the Consultant, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the County amending. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity.

19. **APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.

20. **CONTRACT:** The Final Contract document shall be written and shall be based upon the Request for Proposal issued by the County, the offer submitted by the Consultant in response to the Request for Proposals, and any negotiations entered into and changes agreed upon by both parties. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposals. The County reserves the right to clarify any contractual terms with the concurrence of the Consultant; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County and the Consultant relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

21. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.

22. **CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the County's Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Consultant.

23. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included

herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

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

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

26. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Consultant shall be made without prior written permission of the County's Board of Supervisors. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Consultant of the County's position within fifteen (15) days of receipt of written notice by the Consultant.

27. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Manager. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the sub-consultant were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not sub-consultants are used. The County shall not unreasonably withhold approval and shall notify the Consultant of the County's position within fifteen (15) days of receipt of written notice by the Consultant.

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

29. **ACKNOWLEDGMENTS:** Consultant acknowledges that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Consultant or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

30. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless Mohave County, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Contractor, or anyone for whose acts Contractor may be liable. Mohave County reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder.

31. **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 Consultant hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the contract.

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

33. **ADVERTISING:** Consultant shall not advertise or publish information concerning this contract without prior written consent of the County.

34. **RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Consultant or sub-consultant which is related to the performance of any contract as awarded or to be awarded.

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

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

36. **INSPECTION:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be

held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. Noncompliance shall conform to the cancellation clause set forth in this document.

37. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The County shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

38. **BUSINESS LICENSES AND PERMITS:** Consultant shall maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Consultant as applicable to this contract.

39. **PUBLIC RECORD:** All information contained herein shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.

40. **SUBSEQUENT EMPLOYMENT:** The County may cancel this contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any 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. Such cancellation shall be effective when written notice from the Mohave County Board of Supervisors is received by the parties to this contract, unless the notice specifies a later time.

41. **MINORITY/WOMAN BUSINESS ENTERPRISE:** Consultant agrees to give Minority/Woman Businesses the maximum practical opportunity to participate in this contract when possible, by obtaining supplies, materials, and services from such firms.

42. **CONTINUITY:** Consultant shall maintain all pertinent files, records, and documents that relate to the delivery of the services provided in this contract. Consultant shall retain supporting documents, files, and records for at least five (5) years after the termination of this contract.

MOHAVE COUNTY PROCUREMENT OFFICE
700 W. BEALE STREET, KINGMAN, AZ. 86401
P. O. BOX 7000, KINGMAN, AZ 86402-7000

PH: (928) 753-0752 / FAX: (928) 753-0787

OFFER TO THE COUNTY OF MOHAVE, ARIZONA:

The Consultant hereby offers to provide the services listed in the attached contract and based upon the Request for Proposals, including all terms, conditions, specifications, scope of work, amendments, offers and subsequent negotiations, as accepted by the County.

The Public Group
Company Name

Pro. Box 5067E
Address

Provo UT 84605
County State Zip

Signature of Person Authorized to Sign

Eric Heaps
Printed Name

COO
Title

ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

The Consultant is now bound to provide the services listed in the attached contract, including all terms, conditions, specifications, scope of work, amendments, the Consultant's Offer and any subsequent negotiations, as accepted by the County.

This contract shall henceforth be referred to as Contract No. 10-P-01. The Consultant has been cautioned not to commence any billable work or to provide any material or service under this contract until Consultant receives a purchase order, or is otherwise directed to do so in writing by the undersigned.

MOHAVE COUNTY, a body politic and corporate of the State of Arizona

Awarded this 3 day of May, 2010.

3-3-10
Date Signed

BY:
Buster D. Johnson
As Chairman of the Mohave County Board of Supervisors
and not personally.

EXHIBIT 'A' – SCOPE OF PROFESSIONAL SERVICES

SEE ATTACHED PROPOSAL

EXHIBIT 'B' – FEE SUMMARY

Summary of all Fees and Rebates under the Contract

- The Public Group will provide Mohave County with a unique registration webpage that they can share with other Agencies. All Agencies who register via this registration webpage are grouped under the County contract.
- No Fee will be charged for Software Access & Reporting
- Sales Commission on Sold Assets:
  - The Public Group will not charge the County any commission and will pass all costs (10%) on to the Buyers as a bidders charge if the County chooses to set it up this way. The County can also break up the total cost (10%) in any combination they choose between the County and the Buyer.
  - The Public Group will remit an administrative payment to Mohave County each month of 10% as a cooperative payment for all Agencies registered under the County's contract. This 10% administrative payment is based on the revenue collected by The Public Group, and does not include auctions from the County; only their participating members. Payments are made only after the Public Group has received payment from the participating members.
- No listing, re-listing, or minimum auction fees will be charged.
- No implementation or training fees will be charged.
- No technical support fees will be charged.
- No agency or buyer registration fees will be charged.
- The Public Group will collect all auction proceeds, and provide net proceeds to Mohave County Procurement Department. A Buyer's Premium of 10% (7% Revenue and 3% Collection Fee) will apply to each auction. Payment will be remitted on a net 30 basis.

COUNTY OF MOHAVE
NOTICE OF REQUEST FOR PROPOSALS

RFP No. 10-P-01

ONLINE SURPLUS AUCTION SERVICES

INTERESTED OFFERORS MAY DOWNLOAD A COPY OF THIS SOLICITATION FROM THE MOHAVE COUNTY PROCUREMENT WEB SITE AT: www.co.mohave.az.us/depts/purch/purch_default.asp INTERNET ACCESS IS AVAILABLE AT ALL PUBLIC LIBRARIES. INTERESTED OFFERORS MAY ALSO OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 753-0752.

Competitive sealed proposals for the specified material or service shall be received by the Procurement Department, 700 W. Beale Street, 1st Floor East, Kingman, Arizona 86401, until the time and date cited. Proposals received by the correct time and date shall be publicly recorded. The Mohave County Procurement Department takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

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

Proposals must be submitted in a sealed envelope. The Request for Proposals **number, bidder's name and address** shall be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the responsible Procurement Officer listed below.

PROPOSAL DUE DATE:	**MARCH 4, 2010 AT 2:00 P.M. LOCAL AZ TIME**
PROPOSAL LOCATION:	Mohave County Procurement Department 700 W. Beale Street, 1st Floor East Kingman, Arizona 86401
PRE-PROPOSAL CONFERENCE DATE:	**FEBRUARY 18, 2010**
TIME:	**10:00 A.M. LOCAL AZ TIME**
LOCATION:	Ocotillo Conference Room 700 W. Beale Street, 1st Floor East Kingman, Arizona 86401
QUESTIONS SHALL BE DIRECTED TO:	**Tara Acton,** **Procurement Officer** **(928) 753-0752, EXT. 3** tara.acton@co.mohave.az.us Mohave County Procurement Department 700 W. Beale Street, 1st Floor East P.O. Box 7000 Kingman, Arizona 86402-7000

TA
ISSUE DATE: February 4, 2010

INTRODUCTION

Mohave County, Arizona intends to establish a contract with a single online auction service provider offering a comprehensive web based auction system that will incorporate innovative technologies and accommodate future advances in technology.

This contract shall be utilized monthly on an as-needed, if-needed basis and the County reserves the right to dispose of items by any method it deems necessary in accordance with applicable Local, State and Federal law.

BACKGROUND

Prior to 2005 the County conducted annual live auctions to dispose of the following items:

1. Miscellaneous Surplus (e.g. office equipment, office furniture, dead stock, etc.)
2. Surplus Vehicles and Heavy Equipment
3. Lost or Unclaimed Property
4. Confiscated Property

By 2005, the County determined that Miscellaneous Surplus, Lost or Unclaimed Property and Confiscated Property would only be available online through internal reallocation, by competitive bid or quote (when applicable), by donation (if approved in accordance with the Mohave County Procurement Code) or by other means of disposal approved by the Procurement Manager. Surplus Vehicles and Heavy Equipment were also to be offered online; however, if the County determined that online sale would not be beneficial, the County reserved the right to sell these items as the County saw fit. The County intends to continue disposing of items in this manner.

SCOPE OF WORK

Requirements are intentionally generalized to avoid stifling creativity in proposed solutions. Offerors are highly encouraged to provide creative solutions and identify additional areas (scope, requirements and fees). Mohave County expects each Offeror to propose a complete, detailed online surplus auction program, system and implementation solution, addressing all relevant areas which may pertain to establishing and maintaining this type of program.

GOALS

The County's primary performance objectives with an online surplus auction program are as follows:

- Ability to sell all miscellaneous surplus, surplus vehicles and heavy equipment, lost or unclaimed property and confiscated property online;
- Reduction in on-hand surplus inventory and related inventory carrying costs;
- Increased market presence and bidder base;
- Increased bid price for auctioned items;
- Reduction in direct and indirect auction costs;
- Reduction in number of buyers who renege on payment;
- Ease of program administration, including but not limited to: posting of auctions, marketing of auctions, receiving payment from bidders, blocking bidders, and invoicing;
- Ease of use by the bidding community, including but not limited to: auction notification, award notification, "dutch" auctions, and proxy bidding.

ADDITIONAL REQUIREMENTS

In addition to the County's primary performance objectives, the following requirements must be met:

- Contractor shall provide ongoing training opportunities and documentation for the seller and the buyers. Training may be conducted through webinars.
- Contractor shall provide easily accessible and highly responsive technical support and customer service. Problems identified by either the seller or the buyer shall be responded to in writing within forty-eight (48) hours of notification.
- Contractor may have the opportunity under this contract to provide online surplus auction services to other Participating Agencies. A Participating Agency is defined as an agency having an executed Cooperative Purchase Agreement with the County.
- Contractor will be authorized by the County to commence activity with other Participating Agencies pursuant to this contract once all parties have signed an Agency Participation Agreement for this contract. A fully executed Agency Participation Agreement will serve as the Contractor's Notice to Proceed with an entity. The County has the sole discretion of determining which Participating Agencies will or will not be allowed to participate.

INSTRUCTIONS TO OFFERORS

1. **PRE-PROPOSAL CONFERENCE:** The date and time of a prospective pre-proposal conference is indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Proposals in order to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this Request for Proposals or any apparent omission or discrepancy should be presented to the County at this conference. The County will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposals. Oral statements or instructions will not constitute an amendment to this Request for Proposals. ***"Persons with a disability or that are unable to physically attend may request a reasonable accommodation by contacting the responsible Procurement Officer at (928) 753-0752. Requests for accommodations must be made forty-eight (48) hours in advance of the event."***

2. **PROPOSAL FORMAT: Original and 3 copies (4 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and shall include a minimum of the following sections: Price, Offer and Acceptance, Original RFP, Evaluation Criteria.** The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

3. **PREPARATION OF PROPOSAL:**
   A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
   B. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal.
   C. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
   D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
   E. Periods of time, stated as a number of days, shall be in calendar days.
   F. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.

4. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the offeror must complete and submit their proposal to the Procurement Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposal page. The offeror's proposal shall be presented in a sealed envelope. The words "SEALED PROPOSAL" with SERVICE DESCRIPTION, CONTRACT NUMBER, DATE AND TIME OF PROPOSAL OPENING shall be written on the envelope.

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

6. **INQUIRIES:** Any question related to a Request for Proposal shall be directed to the Procurement Officer whose name appears on the front side of this document. The offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Procurement Officer may require any and all questions to be submitted in writing at the Procurement Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. However, the offeror must not place the 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 proposal

due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Proposal amendment will be binding.

7. **REQUEST FOR ADDITIONAL INFORMATION:** The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.

8. **CONTRACT NEGOTIATIONS:** The County reserves the right to enter into negotiations with the Offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive negotiations with the Offeror whose proposal is deemed most advantageous, whichever is in the County's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.

9. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the County reserves the right to:
   (1) Waive any immaterial defect or informality; or
   (2) Reject any or all proposals, or portions thereof; or
   (3) Reissue the Request for Proposal.

   A response to any Request for Proposal is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Request for Proposal. Proposals do not become contracts unless and until they are executed by the County's Procurement Manager or the Mohave County Board of Supervisors. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

10. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

11. **LATE PROPOSALS:** Late proposals shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they **do not** guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late.

12. **WITHDRAWAL OF PROPOSAL:** At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw the proposal. Facsimile or telephone withdrawals shall not be considered.

13. **AMENDMENT OF REQUEST FOR PROPOSALS:** The Offeror shall acknowledge receipt of a Request for Proposal amendment by signing and returning the document by the specified due time and date.

14. **SUBMITTAL:** The offer and contract award sheet, the pricing schedule, and any solicitation amendments must be signed and returned with the offeror's proposal.

15. **CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Manager should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.

16. **SUBCONTRACTORS:** Offeror must list any subcontractor to be utilized in performance of services herein. For each subcontractor, detail on respective qualifications must be included.

17. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.

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

19. **PROPOSAL RESULTS:** Proposal results **are not** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Department and available for review after official contract award.

20. **VENDOR APPLICATION:** Prior to the award of a contract, the successful Offeror shall have a completed vendor application on file with the Department of Procurement. The Vendor Application may be downloaded off of the Procurement Department website at: http://resource.co.mohave.az.us/Repository/Attachments/Vendorapplication-W-9Form2008_633887732863450000.pdf Internet access is available for use at all County public libraries.

PROPOSAL EVALUATION REQUIREMENTS

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

A.	**Method of Approach**	**(35 Points)**
B.	**Price Proposal (Rebates and Fees)**	**(35 Points)**
C.	**Qualifications & Experience**	**(30 Points)**

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

A. METHOD OF APPROACH

Roles and Expectations:
Offeror shall describe in detail roles and expectations for the Contractor and County; include the following:

- Identify any subcontractors and/or third parties that will be involved in the successful implementation of the online surplus auction program.
- Provide an implementation schedule, including tasks, resources, durations, and dependencies.
- Program Administration Training.
- Responsibility for receiving payment from bidders.
- Responsibility for handling item disputes involving payments, etc.

Services:

- Describe how the Offeror proposes to market the program to potential bidders. Provide samples of marketing efforts that have worked effectively in the past attracting new bidders.
- Indicate the average number of "hits" per day the proposed website receives.
- Describe how the Offeror plans to use the contract in marketing itself (e.g. use of Mohave County's name in promotional materials, seminars, magazine articles).
- Describe the Offeror's plan to market the contract to other public entities for inclusion as a Participating Agency.
- Provide samples of instructional documentation that is available to the seller and the buyers. Indicate any distribution restrictions that may apply and how often the materials are updated.
- Describe the Offeror's plan to minimize the number of buyers who renege on awarded auctions and the tools available to the seller if this occurs.
- Describe the types of items that may be sold on the proposed website and any exclusions (e.g. items with an estimated value less than $25.00).
- Describe training services that are available to the seller and the buyers.
- Describe how the Offeror proposes to meet the County's need for technical support.
- Describe what types of other support your company provides (e.g. – on-call, hotline, on-site emergency assistance, etc.).
  - What are the hours and days of other types of support (7 days/week, 24 hours/day)?
  - Do you provide upgrade packages for support? If so, specify types and related information (e.g. – type, cost, time).
  - Distinguish between support available to the seller and support available to the buyers.
- Indicate payment options accepted by the Offeror (e.g. – Visa, MasterCard, etc.).

Software Functionality

- The County is looking for enhanced software capabilities for the online surplus program. Describe the capabilities and functionality available to the County and how often upgrades are made to the system including the testing processes followed by the Offeror before implementation of an upgrade.
- Describe how customer feedback (from sellers and buyers) is received, considered and responded to, including typical time frames and ability to request customizations.
- Describe the accounting process and online capabilities, including but not limited to documentation of payment and non-payment by bidders and invoicing.
- Describe the various tools and customizations available to the seller in creating auctions, including but not limited to, internal reallocation, "private" auctions (e.g. law enforcement only), dutch or split auctions, reserve prices, minimum bid requirements, bidder deposit requirements, ability to copy previous auctions, ability to repost previous auctions, etc.
- Describe the various tools available to the bidder in participating on auctions, including but not limited to, email notifications, proxy bidding, identity protection, dynamic closing, etc.
- Describe what reporting capabilities are available to the seller.
- Describe the system's security capabilities and the privacy protection available to both the seller and the buyers.
- Provide website information and administrative access to the site. Include instructions and screen shots for navigating the various site tools.

B. PRICE PROPOSAL (REBATES AND FEES)

Fees

Discuss and itemize, by auction size, all fees and any costs related to the program (including training, implementation, etc.) that will be charged or withheld from the County, other agencies and vendors and how the fees will be collected.

Rebates

Provide information on available rebates. As the Lead Agency, discuss if the County will receive rebates on the County's auctions and/or rebates on the auctions other agencies post. Offerors shall state proposed percentages, how rebates will be calculated, and how and when they will be paid to the County.

C. QUALIFICATIONS & EXPERIENCE *(Specific to Administering Online Surplus Auction Programs)*

Provide the following information:

- State Offeror's principal place of business.
- Indicate the number of years the Offeror's online surplus auction program has been in place.
- Resumes and information on key personnel, including an account manager. Can Offeror commit to the availability of these individuals for work under this contract?
- A current Client List, for each client include:
  - the year the online surplus auction program was established
  - where the client is in the implementation process
  - online surplus auction dollar volume
  - number of online surplus auctions conducted.
- A minimum of three (3) references, preferably from government agencies similar to Mohave County, Arizona. Include the reference's contact name, title, phone and description of their online surplus auction program.

- Indicate the number of auctions posted on the proposed website in the last two (2) years and the number of auctions that were not awarded due to buyer default. Provide a listing of the auctions including final price paid.
- Indicate how many bidders are currently registered with the proposed website. Distinguish between the number registered nationally, in the State of Arizona, and in Mohave County.

III. GENERAL

A. Shortlist:

The County reserves the right to shortlist the offerors on all of the stated criteria. However, the County may determine that short-listing is not necessary.

B. Interviews:

The County reserves the right to conduct interviews with all or some of the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

C. Additional Investigations:

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

SPECIAL TERMS AND CONDITIONS

1. KEY PERSONNEL:

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the County.

B. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the County, and shall, subject to the concurrence of the County, replace such personnel with personnel of substantially equal ability and qualifications.

2. TERM OF THE CONTRACT:

The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year thereafter, unless terminated, canceled or 3etended as otherwise provided herein. The Contractor agrees that Mohave County shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods or portions thereof. In the event that the County exercise such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon.

3. RATE ADJUSTMENTS:

The County will review fully documented requests for rate adjustment after services have been provided for a one (1) year period. Any rate adjustment will only be made at the time of contract renewal or extension and will be a factor in the extension review process and must be fully justified in writing. The County will determine whether the requested rate adjustment or an alternate option is in the best interest of the County. Any rate adjustment will be effective upon the effective date of the contract extension or renewal and shall remain in effect during the extension or renewal.

4. COOPERATIVE LANGUAGE:

Any contract resulting from this solicitation shall be fore the use of Mohave County. In addition, specific eligible political subdivisions and nonprofit education or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must enter into a cooperative purchasing agreement with the Mohave County Procurement Department.

Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The County shall not be responsible for any disputes arising out of transactions made by others.

STANDARD TERMS AND CONDITIONS

1. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, offeror certifies:
   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The proposer shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461, et seq.
   C. The proposer 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.
   D. The proposer submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the company and has the authority to bind the proposer to the contract.

2. **TERMINATION OF CONTRACT:** This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon 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 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 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:

   In the opinion of the County, contractor provides personnel that do not meet the requirements of the contract;

   In the opinion of the County, contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

   In the opinion of the County, contractor attempts to impose on the County personnel or materials, products or workmanship, which is of an unacceptable quality.

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

   In the opinion of the County, 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 contractor at the earliest possible time which service will or 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.

3. **RECORDS:** Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.

4. **ARBITRATION:** It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

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

   Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

   Mohave County will not provide any insurance coverage to the Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

6. **AFFIRMATIVE ACTION:** Contractor agrees to abide by the applicable provisions of the County. Contractor, your subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals.

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

8. **PATENT INFRINGEMENT:** The procuring agency should advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contract shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part in enjoined, the Contractor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

9. **DUPLEXED/RECYCLED PAPER:** The Contractor shall ensure that, when practicable, all printed materials produced by the Contractor in the performance of this contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

10. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

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

12. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the cancellation clause set forth within this document.

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

14. **APPLICABLE LAW:** This contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.

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

16. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.

17. **CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the County's Procurement Manager and persons duly authorized to enter into contracts on behalf of the Contractor.

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

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

20. **PROTECTION OF GOVERNMENT BUILDINGS:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Contractor fails to do so and damages such buildings, equipment and vegetation, the Contractor shall replace or repair the damage at no expense to the County, as directed by the Procurement Manager. If the Contractor fails or refuses to make such repair or replacement, then the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.

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

22. **ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County's Procurement Manager. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.

23. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Manager. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.

24. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any

claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

25. PROTESTS: A protest shall be in writing and shall be filed with the Procurement Manager. A protest of a Request for Proposal shall be received at the Procurement Office before the Request for Proposal opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:

A. The name, address, and telephone number of the protestor;
B. The signature of the protestor or its representative;
C. Identification of the Request for Proposal or contract number;
D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
E. The form of relief requested.

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

27. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Mohave County, a body politic and corporate of the State of Arizona, it's board members, officers, employees, agents and other officials (hereafter called "County") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs or other alternative dispute resolution costs arising out of or resulting from Contractor's work or services; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, personal injury, or property damage, including the loss of use or diminution in value, resulting therefrom; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors or omissions of Contractor, or anyone for whose acts Contractor may be liable. Contractor shall not be obligated to indemnify, defend and hold harmless the County for any claims to the extent that the injury or damage is attributable to or arose from the negligence or willful misconduct on the part of the County, its agents or employees. The County reserves the right, but not the obligation, to participate in defense without relieving the Contractor of any obligation hereunder. The amount and type of insurance coverage requirements set forth in this contract shall in no way be construed as limiting the scope of the indemnity in this paragraph. The provisions of this Section shall survive the expiration or early termination of this Contract.

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

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

30. ADVERTISING: Contractor shall not advertise or publish information concerning this contract without prior written consent of the County.

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

32. FORCE MAJEURE:

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence.

Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

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

33. **INSPECTION:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

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

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

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

37. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.

38. **LIENS:** All materials, services, and other deliverables supplied to the County under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all liens.

39. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The County shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

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

41. **COST OF PROPOSAL PREPARATION:** The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.

42. **PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.

43. **SUBSEQUENT EMPLOYMENT:** The County may cancel this contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be

effective when written notice from the Procurement Manager is received by the parties to this contract, unless the notice specifies a later time.

44. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this contract and Scope of Work, the following definitions shall apply:

"County"	Mohave County, Arizona
"Contractor/Consultant"	The individual, partnership, or corporation who, as a result of the competitive proposal process, is awarded a contract by Mohave County.
"Contract"	The legal agreement executed between Mohave County, AZ and the Contractor/Consultant.
"Contract Representative"	The County employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Procurement Manager"	The contracting agent for Mohave County, Arizona.

45. TERRORISM COUNTRY DIVESTMENTS: The successful Contractor shall at no time during the term of the contract be in violation of the U.S. Export Administration Act. By entering into the contract, the Contractor warrants compliance with **A.R.S. § 35-391**.

46. BUSINESS OPERATIONS IN SUDAN AND/OR IRAN: The successful Contractor shall not have scrutinized business operations in Sudan and/or Iran. By entering into the contract, the Contractor warrants compliance with **A.R.S. § 35-397**.

47. 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.

OFFER FORM

TO MOHAVE COUNTY:
The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal.

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER:
The offer is hereby accepted.

The Contractor is now bound to provide the materials or services listed in RFP# 10-P-01, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Mohave County.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives this signed sheet, or written notice to proceed.

Awarded this____ day of _____20_____

_____
AUTHORIZED SIGNATURE