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

REGULAR MEETING - TUESDAY, APRIL 5, 2016 - 10:00 A.M.

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

2. **PRESENTATIONS:**

A.	Presentation of the 2015 Annual Report for the Gila County Sheriff's Office. **(J. Adam Shepherd/Sarah White)**	Presented
B.	Public recognition of one employee for April's "Spotlight on Employees" Program, as follows: Denise Cox. **(Erica Raymond)**	Recognized

3. **REGULAR AGENDA ITEMS:**

A.	Information/Discussion/Action to adopt Proclamation No. 2016-01 proclaiming April 2016 as National County Government Month in Gila County with this year's theme of "Safe and Secure Counties" and to encourage all Gila County officials, employees, schools and residents to participate in county government celebration activities. **(Michael Pastor)**	Adopted
B.	Information/Discussion/Action to approve the contract between the Arizona Department of Economic Security, Rehabilitation Services Administration, and Gila County, Gila Employment and Special Training, to provide	Approved

Extended Supported Employment Services to Rehabilitation Services Administration clients for a period of five years, from July 1, 2016, through June 30, 2021. **(Malissa Buzan)**

C. Information/Discussion/Action to authorize the electronic submittal of the Arizona Department of Emergency Management 2016 Application for Emergency Management Performance grant funds in the amount of $190,000 with a General Fund match of $110,000 and a soft match of volunteer hours of $80,000 for the period of October 1, 2016, to September 30, 2017, which, if approved, will enable the Health and Emergency Services Division to continue to provide and improve its response and recovery activities through implementation of emergency response plans, communications, and emergency operations center coordination during and after emergencies. **(Michael O'Driscoll)** — Authorized

D. Information/Discussion/Action to adopt Resolution 16-04-02 authorizing the disposal of an unnecessary public roadway being a portion of W. Cocopah Lane, Geronimo Estates Unit One in Payson, Official Map No. 241, Gila County Records; and the Board of Supervisors' Chairman to execute and deliver in the name and under the seal of the County of Gila, a Quit Claim Deed conveying the abandoned roadway to Janet Mielke. **(Steve Sanders** — Adopted

E. Information/Discussion/Action to adopt Resolution 16-04-03 authorizing the disposal of an unnecessary public roadway being a portion of Elaine Way, Christopher Creek Haven Plat Five, an area in Payson, Official — Adopted

Map No. 448, Gila County Records; and the Board of Supervisors' Chairman to execute and deliver in the name and under the seal of the County of Gila, a Quit Claim Deed conveying the abandoned roadway to Jeffrey L. and Elizabeth A. Yoder. **(Steve Sanders)**

F. Information/Discussion/Action to adopt Resolution No. 16-04-04 accepting a grant of right-of-way from the Arizona State Land Department (ASLD) for a public roadway easement on a portion of Cherry Flats Road as described in ASLD Right-of-Way Document No. 16-117830; authorizing the Board of Supervisors' Chairman to execute Document No. 16-117830; and, authorizing payment of $5,227 for the rental fee associated with this grant. **(Steve Sanders)** — Adopted

G. Information/Discussion/Action to adopt Resolution No. 16-04-05 accepting portions of Cherry Flats Road to be established as a primitive road, and authorizing the Board of Supervisors' Chairman to sign the primitive road easements. **(Steve Sanders)** — Adopted

H. Information/Discussion/Action for the public sale of portions of Blake, Coplen and Hobart Streets, Arlington Heights, an area in Globe as shown on Official Map No. 31, and to accept the bid in the amount of $243 from Ronald Attaway for these portions of Blake, Coplen and Hobart Streets. **(Steve Sanders)** — Sold

I.	Information/Discussion/Action to approve purchasing a 3-year service plan with Stanley Convergent Security Solutions to cover all instances of access control failure on all BASIS access control systems at various Gila County facilities for an annual amount of $19,236 and a 3-year cost of $57,708. **(Jeff Hessenius/Steve Sanders)**	Approved
J.	Information/Discussion/Action to approve the sale of the 2,231 square foot, triple-wide building (VIN numbers AZ86289, AZ86290 and AZ86291) to the Gila Community College for $1.00; thereby, assisting in the economic development of Gila County by improving or enhancing the economic welfare of the inhabitants of Gila County, and to authorize the Chairman's signature on Intergovernmental Agreement No. 031216. **(Jeff Hessenius/Steve Sanders)**	Sold
K.	Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 011516 - Mesa Del Caballo Streets Improvement Project-Phase I; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. **(Jeff Hessenius and Steve Sanders)**	Awarded
L.	Information/Discussion/Action to provide $5,000 from the Gila County Natural Resources Fund to the Eastern Arizona Counties Organization to be used to assist with funding a study of the Mexican Wolf DNA. **(Jacque Sanders)**	Approved

M. **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors)** Information/Discussion/Action to approve the renewal of Grantee Agreement No. GRA-RC029-16-0761-01-Y2 between the San Carlos Apache Regional Partnership Council, First Things First, and the Gila County Library District, which is a "Community-Based Literacy Grant" in the amount of $70,000 for the period July 1, 2016, through June 30, 2017. **(Jacque Sanders) (Motion to adjourn as the Gila County Library District Board of Directors, and reconvene as the Gila County Board of Supervisors)** — Approved

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

A. Authorization of the Chairman's signature on Governor's Office of Highway Safety (GOHS) Contract No. 2016-AL-085 to accept GOHS grant funds in the amount of $8,105 which will be used by the Sheriff's Office to purchase one Intoxilyzer unit to be installed in the regional DUI van to enhance DUI/impaired driving enforcement throughout Gila County. — Authorized

B. Approval of a Letter of Agreement (Number 2016-03) between the U.S. Department of Justice Drug Enforcement Administration and the Gila County Sheriff's Office in the amount of $20,000 for the period of January 1, 2016, through September 30, 2016, in order to provide overtime pay related to the Domestic — Approved

Cannabis Eradication/Suppression Program.

C.	Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS13-040496) between Gila County and the Arizona Department of Health Services to continue to provide HIV care and support services to Gila, Apache and Navajo Counties for the period of April 1, 2016, through March 31, 2018, in the amount of $217,613.	Approved
D.	Approval of the Payson Regional Constable's submission of a grant application to the State of Arizona Constable Ethics, Standards & Training Board in the amount of $2,975.64 to purchase four portable radios with batteries, antennae, desktop rapid chargers, and belt clips; four speaker microphones; four extra batteries; and four ear hangers; accept the grant award in the amount of $2,975.64; and, authorize the Chairman's signature on Grant Award Contract No. CNA16-208.	Approved
E.	Authorization for the Chairman's signature on the Civil Rights Certification (form HUD-50077-CR), which will be submitted to the U.S. Department of Housing and Urban Development by the Gila County Public Housing Authority (PHA) as it relates to the 5-Year PHA Plan for the Gila County PHA for fiscal year 2016.	Authorized
F.	Approval of Funding Agreement No. 127-16 between Gila County and the Arizona Department of Housing to receive Community Development Block Grant funds in the amount of $132,417 for the period of April 5, 2016, through February 28, 2017, in order to	Approved

rehabilitate at least two homes.

G.	Approval of Amendment No. One (1) to the 2015-2016 Independent Contractor Agreement Contract No. 07012015-16 between the Arizona Community Action Association (ACAA) and the Gila County Community Services Division, Community Action Program (CAP), whereby ACAA will administer additional funding in the amount of $15,000, which will be used to provide weatherization services, utility repair and replacement, and utility deposits to eligible citizens residing in Gila County for the period beginning July 1, 2015, through June 30, 2016.	Approved
H.	Approval of Arizona Department of Housing (ADOH) Community Development Block Grant Contract No. 152-12 Closeout Report to finalize the contract between the ADOH and the Gila County Division of Community Services, Housing Services, which will successfully end the contract and ensure that Gila County Housing Services has met all requirements of said contract.	Approved
I.	Acknowledgment of Rick Heron's resignation from the Gila County Board of Health effective March 25, 2016, and approval to appoint John Wisner to fulfill Mr. Heron's unexpired term of office which ends on December 31, 2019.	Acknowledged
J.	Approval of the following re-appointments to the Gila County Cooperative Extension Advisory Board for the term of office beginning January 1, 2016, through December 31, 2017: Fred Jimenez, Dave Cook, Diana	Approved

Hemovich and Albert Hunt.

K.	Approval of the following precinct committeemen appointments as submitted by the Gila County Republican Committee: Pine-Strawberry West Precinct - Joseph J. Johnson and Mary Kathleen Johnson.	Approved
L.	Acknowledgment of the February 2016 monthly activity report submitted by the Payson Regional Constable's Office.	Acknowledged
M.	Acknowledgment of the February 2016 monthly activity report submitted by the Clerk of the Superior Court's Office.	Acknowledged
N.	Approval of the March 15, 2016, Board of Supervisors' meeting minutes.	Approved
O.	Acknowledgment of the Human Resources reports for the weeks of March 1, 2016, March 8, 2016, March 15, 2016, March 22, 2016, and March 29, 2016.	Acknowledged
P.	Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of February 29, 2016, through March 04, 2016; March 07, 2016, through March 11, 2016; and March 14, 2016 through March 18, 2016.	Acknowledged
Q.	Approval of finance reports/demands/transfers for the weeks of February 22-28, 2016; February 29-March 6, 2016; March 7-13, 2016; March 14-20, 2016; and, March 21-27, 2016.	Approved

5.	**CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.	No Comments
6.	At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.	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. §38-431.03(A)((3)

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

ARF-3557 **Presentation** **2. A.**

Regular BOS Meeting

Meeting Date: 04/05/2016
Submitted For: Adam Shepherd, Sheriff
Submitted By: Sarah White, Chief Administrative Officer
Department: Sheriff's Office

Information

Request/Subject

Presentation of the 2015 Gila County Sheriff's Office Annual Report

Background Information

It is a goal of the current Sheriff's Office Administration to produce a report of the activities annually to inform the public as to the actions taken by the Sheriff's Office.

Evaluation

N/A

Conclusion

The Gila County Sheriff's Office Annual Report is a general overview of the activities performed in 2015. The information contained in the annual report can help inform the public as to the actions taken by the Sheriff's Office and help identify those areas where a majority of the effort is being concentrated. By its very nature, criminal justice is a large portion of the County's budget, and out of respect for the high cost to the citizens we feel that it is our responsibility to produce an accounting of our activity.

Recommendation

Presentation of the Gila County Sheriff's Office 2015 Annual Report.

Suggested Motion

Presentation of the 2015 Annual Report for the Gila County Sheriff's Office. **(J. Adam Shepherd/Sarah White)**

Attachments

2015 Annual Report

Gila County Sheriff's Office

Annual Report 2015

A Message from Sheriff Shepherd

To the Citizens of Gila County,

Welcome to the 2015 Annual Report from the Gila County Sheriff's Office.

You may notice that this year's edition has gone through considerable reformatting from our previous annual reports. This is the result of feedback from our stakeholders, including members of the public. It is our sincere hope that the information contained herein is presented in such a way that is informative, interesting and useful to the people of Gila County who fund our operations. We encourage all members of the public to contact our office should they need any specific information regarding a case we have worked on.

Once again I would like to bring your attention to the various methods in which members of the public can obtain information without contacting our office. If you are a Facebook user, please search for 'Gila County Sheriff's Office,' and follow our page for emergency notices and regional information, including our daily news releases. 'Offender Watch' is an automated sex-offender tracking system where residents can search their neighborhoods and sign up for alerts (http://www.gilacountyaz.gov/government/sheriff/sex_offender_search.php). Also this year we continue to be able to offer a completely anonymous reporting system for criminal activity thanks to partnerships with Freeport McMoran and the County Attorney's Office, called 'WeTip' (information can be provided online at www.wetip.com or by calling 1-800-78-crime). Statewide road conditions can be found through the State of Arizona's information system on the internet at www.AZ511.gov, or by calling 511.

We are always looking for persons who would like to explore a career in law enforcement, or who have served in another jurisdiction and would like to continue in public service. We have a wide diversity of opportunities that come up for employment throughout the year, including Deputy Sheriff, Detention Officer, Dispatcher, and various administrative positions. For information on employment with the Sheriff's Office please visit: http://www.gilacountyaz.gov/government/human_resources/employment/employment_opportunities.php by internet, or contact the Sheriff's Office or Gila County Human Resources in person (Globe, 928-425-4449 or Payson 928-474-2208).

In addition to paid employment, there is also a wide array of opportunities for citizens wishing to volunteer their time. We have Sheriffs Posses located at both ends of the county. The volunteers serve in a number of capacities, including patrol, security, search and rescue and other specialty areas. If you are interested in volunteering your time to your community, please come by one of our offices or contact us at the numbers shown.

Sincerely,

J. Adam Shepherd

J. Adam Shepherd- Sheriff

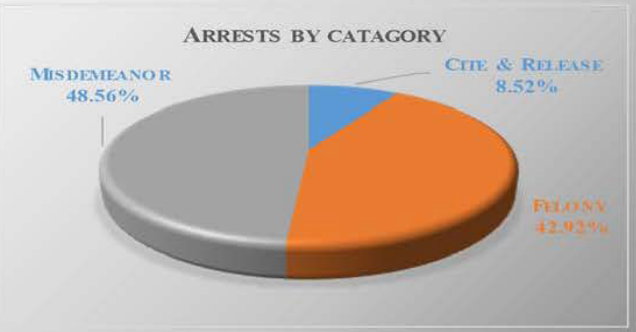
Guiding Values of the Sheriff's Office

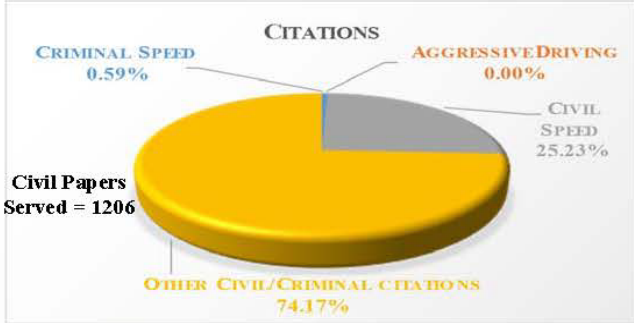
Integrity	*Professionalism*
Compassion	*Fairness*
Leadership	*Commitment*
Dedication	*Respect*
Honesty	*Consistency*

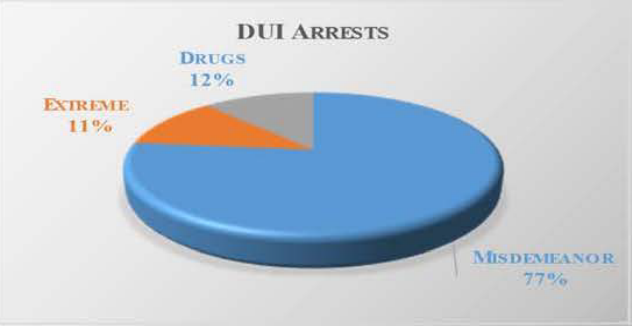
Crime Statistics 2015 Summary

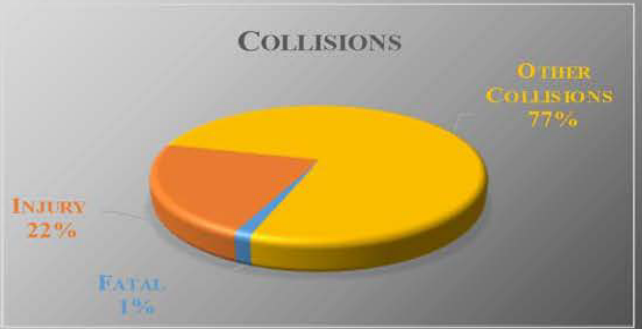
Annual statistics are compiled for the purpose of providing information to a number of county, state and federal agencies. This data helps to identify successful programs and initiatives set forth by this office and also identifies areas that may need to be re-evaluated.

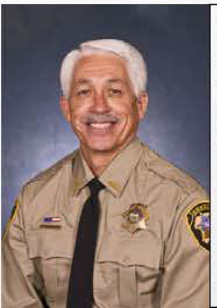
Administration Serivices is responsible for gathering and compiling raw data from each Bureau, then providing the information to the Command Staff for assessment. The following statistics are for county Fiscal Year 2015.











Update from the Chief Deputy:

The Sheriff's Office commitment to the public safety and security of our communities means that we want to share as much information as possible with the people we serve. The Crime Statistics show us where we may need to improve our systems, update equipment, streamline data collection processes, or shift resources to a program that may be seeing an increase in activity. The work of each employee contributes to our overall Common Operating Picture, so we are also constantly evaluating training requirements and needs. The following report includes additional information specific to area disiplines and programs.
We hope you find this year's format interesting and informative.

Johnny Sanchez, Chief Deputy

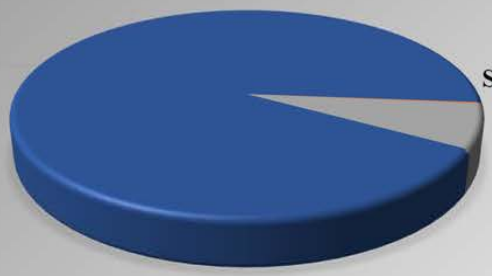
Administration Bureau

2015 Summary

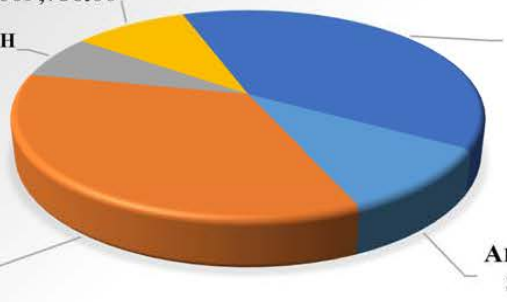
Fiscal Year 2015 Operating Budget and Personnel

July 1, 2014 thru June 30, 2015

FY2015 Annual Budget

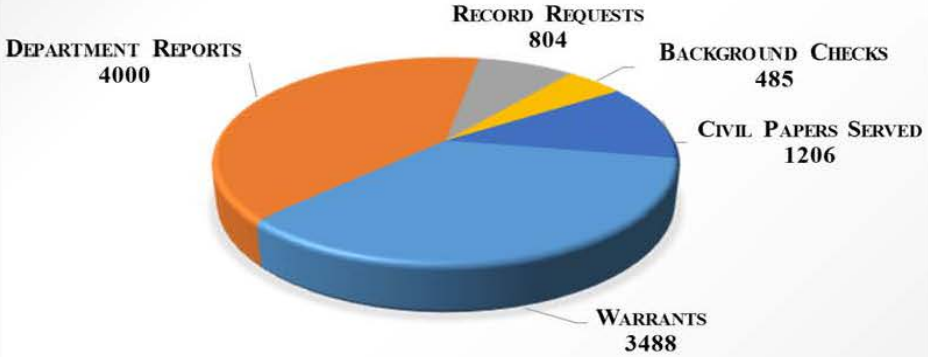


FY2015 Operating Budgets



Paid Positions by Bureau

Records Processed



The mission of the Administration Bureau is to provide operational support for the Sheriff's Office.

Operations support includes providing personnel, developing budgets and developing policy governing the conduct of all employees.

The Administration Division is dedicated to provide these services efficiently and consistent with Sheriff's Office mission to meet or exceed customer service standards.

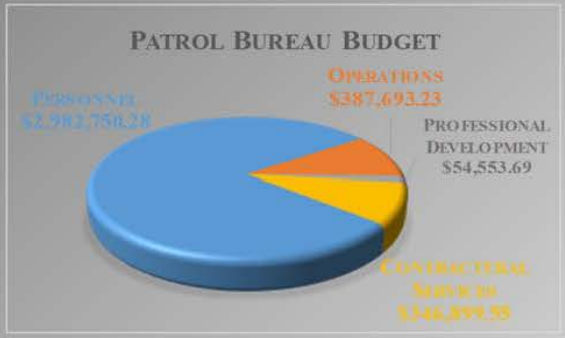
Sarah White, Chief Administrative Officer

Patrol Bureau

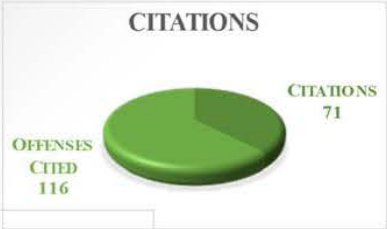
2015 Summary

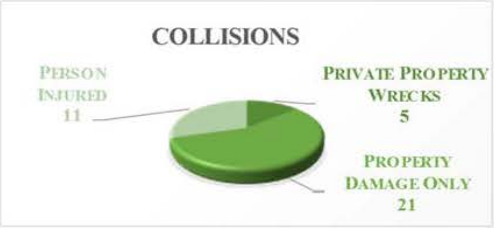
Fiscal Year 2015 Operating Budget and Personnel

July 1, 2014 thru June 30, 2015



In addition to the crime stats for unincorporated Gila County, the Sheriff's Office also provides contracted services to the Town of Star Valley.





In 2015 a number of updates and improvements were made to Sheriff's Office systems that support Deputy Activities. Spillman Mobile Software was rolled out to patrol vehicles. This allows each deputy to access the Computer Aided Dispatching (CAD) and mapping from their vehicles. Deputies are able to see the same screen that Dispatchers are using, allowing both Dispatch and Deputies in the field to share real time information.

The installation of C-Soft equipment and software in dispatch is also enhancing Deputies ability to manage a multi-agency or multijurisdiction scene because Dispatch can create talk groups for specific areas of response. This function reduces radio traffic when communication needs to be clearly understood.

The mission of the Patrol Bureau is to protect and serve the communities of Gila County through patrol, education, training and other community involvement that reduces or eliminates criminal activity, teaches crime prevention, and encourages residents to enjoy safe homes and neighborhoods.

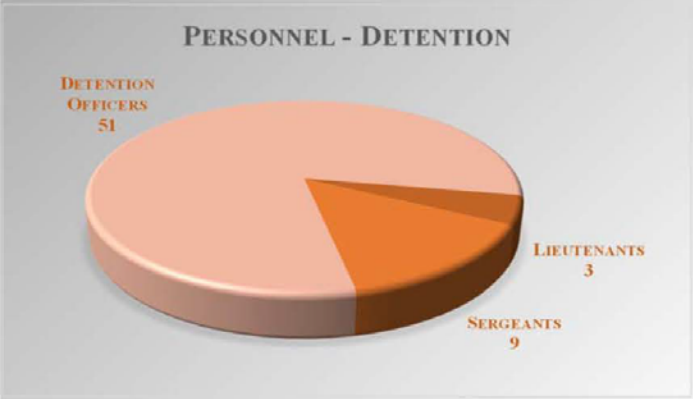
Mike Johnson, Undersheriff

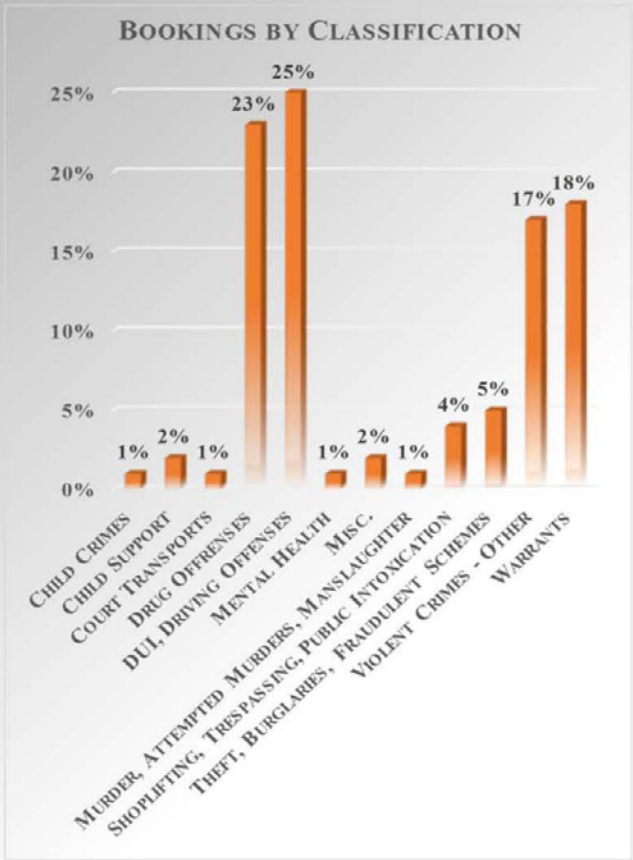
Detention Bureau

2015 Summary

Fiscal Year 2015 Operating Budget and Personnel

July 1, 2014 thru June 30, 2015





Personnel - Detention Health Services = 5

The mission of the Gila County Adult Detention Centers is to create an environment that promotes community safety, facility safety and the welfare of staff and inmates. Our goal is that facility operations comply with the standards for detention facilities set forth by the National Sheriff's Association, the Arizona Jail Guidelines and the National Commission of Correctional Health Care.

The effective operations of the Payson and Globe Detention Centers are dependent on the highly motivated and well trained men and women who strive to improve their individual job performances as well as their areas of responsibility within the Detention Centers. To encourage professional growth, staff members are provided training within the Detention Bureau as well as opportunities to attend specialized training at the state and national level.

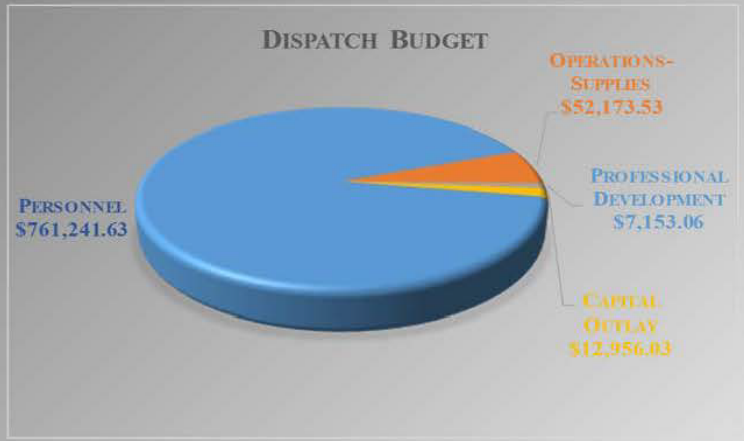
The Officers of the Gila County Detention Centers represent the State of Arizona's finest.

Major Justin Solberg, Detention Commander

Communications (Dispatch) 2015 Summary

Fiscal Year 2015 Operating Budget and Personnel

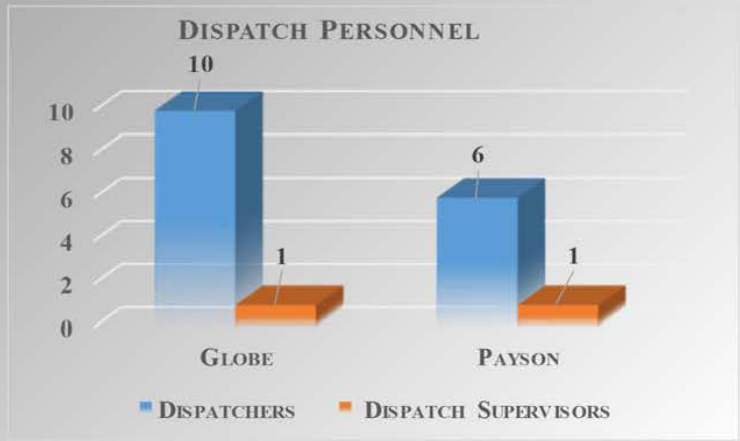
July 1, 2014 thru June 30, 2015



Dispatching Partnerships

After many years of planning, the Sheriff's Office Dispatch Center Globe, soon to be known as the Copper Corridor Communications Center, was equipped and ready to offer dispatching services to the City of Globe. On September 21, 2015 GCSO became the official dispatch center for Globe Fire and Police departments.

Since that time GCSO has worked with these agencies to provide dispatch services with efficiency and Dependability.



National Public Safety Telecommunicators Week

Each year, the second full week of April is dedicated to the men and women who serve as public safety telecommunicators. It was first conceived by Patricia Anderson of the Contra Costa County (Calif.) Sheriff's Office in 1981 and was observed only at that agency for three years. Members of the Virginia and North Carolina chapters of the Association of Public-Safety Communications Officials (APCO) became involved in the mid-1980s. By the early 1990s, the national APCO organization convinced Congress of the need for a formal proclamation. Rep. Edward J. Markey (D-Mass.) introduced what became H.J. Res. 284 to create "National Public Safety Telecommunicators Week." According to Congressional procedure, it was introduced twice more in 1993 and 1994, and then became permanent, without the need for yearly introduction.

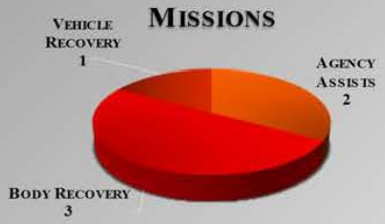
System Updates: A new Spillman software interface is now allowing the Globe Fire Department to see the latest call information in their units by providing automatic updates from Dispatch at 20 second intervals. Additionally, new modules were installed on the Computer Aided Dispatch (CAD) system that is making it easier for Dispatchers to enter information that previously was not easily accessible, such as pawn shop tickets. Data entry is taking 1/2 the time! Radio communications were enhanced with the installation of C-Soft, a radio frequency management tool that allows dispatch to create talk groups across frequencies. This function is cutting down on radio traffic, allowing specialized responders to talk to each other when there is no need for dispatch to monitor, freeing up Dispatchers as they perform any number of the many functions of the office.

Lake Patrol & Dive Team Unit

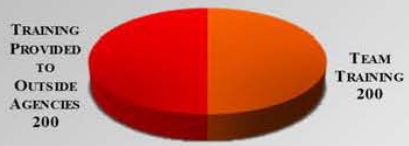
2015 Summary

July 1, 2014 thru June 30, 2015

Missions



Training Hours



Team Training

Building Community

2015 Summary

The Sheriff and his staff cleaning a mile of Highway 188 as part of the ADOT "Adopt a Highway" program.

Sheriff Shepherd and Chief Engler join the Mounted Posse for Payson's 4th of July celebration.

Detention staff honoring October's Breast Cancer Awareness Month by wearing pink at the Sheriff's Office booth at the annual Gila County Fair in Globe.

Deputy Halenar with the Gila County Sheriff's Office in Payson was given a random gift from a citizen. The citizen picked the first person they saw which was Deputy Halenar. The generous gift was $100. Deputy Halenar felt this gift should be a benefit to the local community. The gift was given to the Payson Humane Society to help with their cause towards the animals they care for. Deputy Halenar presented the gift to Payson Humane Society Manager Chandra Cuschman. Thank you Payson Human Society for your exceptional and compasionate service, and thank you Deputy Halenar for your dedicated service to Gila County.

Summer fun at Fishing with Attitude

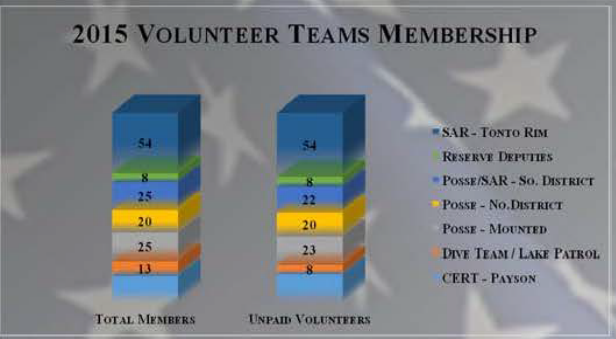
Some other community events include: Downtown Globe Trick or Treat; Gila County Health Fair; Gila County Job Fair; the Payson Rodeo, to name a few. The guiding values of the Sheriff's Office help create positive, accessible role models within our organization.

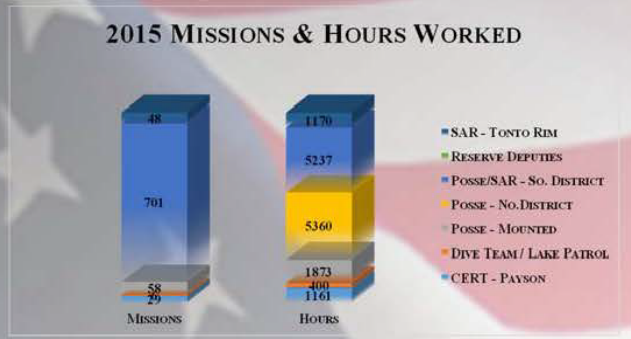
Sheriff J. Adam Shepherd Captains the crew aboard the Sheriff's Office Search and Rescue entry during the 2015 light parade held in downtown Globe on December 12.

Volunteer Programs

2015 Summary

July 1, 2014 thru June 30, 2015





Dive Team

The Dive Team is called into service when a body or a piece of evidence is below the water's surface. Though this duty is voluntary and members are responsible for their own training and equipment, they are always ready to respond when needed. The Dive Team is comprised of Deputies and Detention Officers.

Gila County Sheriff's Mounted Posse

For the first time in Gila County history the Gila County Sheriff's Office has a certified Mounted Posse. The Mounted Posse consists of Deputies who have completed the Arizona Post Academy for Mounted Crowd Control. In the event of large crowds the Mounted Posse is available and prepared to keep the order. If you are interested in learning more about the Gila County Sheriff's Mounted Posse or to become a member, please contact Deputy Rodney Cronk at (928) 474-2208.

Gila County Sheriff's Payson Posse

This group does security details for events, groups and organizations in the Payson area. They also provide prisoner transport and support court officers as needed. At the request of the Sheriff, they may assist in all types of situations such as road closures during a Forest Fire. If you are interested on learning more about the Gila County Sheriff's Payson Posse or to become a member, please contact Deputy Rodney Cronk at (928) 474-2208.

Gila County Search and Rescue (SAR)

By Arizona Revised Statute, the Sheriff's Office must provide SAR availability. Gila County has two units: Gila County Search and Rescue south to the Roosevelt Bridge and Tonto Rim Search and Rescue in the northern part of Gila County. Both units are kept busy throughout the year with training, searches, rescues and community activities. If you are interested in learning more about Gila County Search and Rescue or to become a member, please contact Detective Johnny Holmes at (928) 402-1881.

Gila County Sheriff's Reserve Posse (SRP)

SRP provides security details for events, groups and organizations. They also provide prisoner transport as well as assist when needed on high profile trials within the County. Additionally, SRP members provide patrol operations to the more remote areas of Gila County by utilizing fully marked patrol vehicles in Cherry Creek, Hayden, Winkelman, Dripping Springs, Roosevelt and the Pinal Mountains. If you are interested in learning more about the Gila County Sheriff's Reserve Posse or to become a member, please contact Detective Johnny Holmes at (928) 402-1881.

Sheriff's Office CERT (Community Emergency Response Team)

CERT members give critical support to first responders in emergencies, provide immediate assistance to victims, organize spontaneous volunteers at a disaster site, and collect disaster intelligence to support first responder efforts. CERT receives training in the areas of disaster preparedness, traffic and crowd management, emergency communications, flood response, medical triage operations, disaster simulation. To learn more about becoming a Sheriff's Office CERT member, contact Deputy Rodney Cronk at (928) 474-2208.

School Resources

2015 Summary

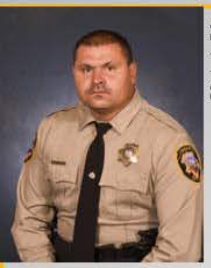
July 1, 2014 thru June 30, 2015

One of the most important parts of a school resource officer's duty is to interact with students through comprehensive prevention and intervention approaches. Officers maintain a visible presence on campus, deter delinquent and violent behaviors and serve as an available resource to the school community. Officers develop positive interactive relationships with the students, the staff, and the community that they serve. This proactive, prevention-based program is cultivated through collaborative working partnerships between officers, school administration, teachers, police and juvenile probation departments.

In some communities SROs are funded through school budgets, however as school funding continues to experience cutbacks, Sheriff Shepherd has made it his mission to maintain SROs in our schools. Deputies Escobedo and Eggert have dedicated themselves to supporting this mission.

SRO Escobedo enjoying some Christmas Cheer with Students at Lee Kornegay Intermediate School.

Fishing with Attitude 2015



School Resource Officer
Deputy Ronnie Escobedo

Serving:

Miami Junior/Senior High School 7-12
Lee Kornegay 4-6 Grade
Charles Bejarano K-3
Hayden Junior/Senior High School 7-12
Hayden elementary K-6

Deptuy Escobedo has been an SRO since the beginning of the 2015-2016 school year. He serves the schools listed above and takes interest in serving the Globe High School as time permits.
Deputy Escobedo would like the public to know that he absolutely enjoys working with all the kids and finds it very rewarding to watch the kids he interacts with as they make changes in their attitude and outlook towards law enforcement.
Deputy Escobedo's goal is make the schools he serves drug free and safe for all.

School Resource Officer
Deputy Gary Eggert

Serving:

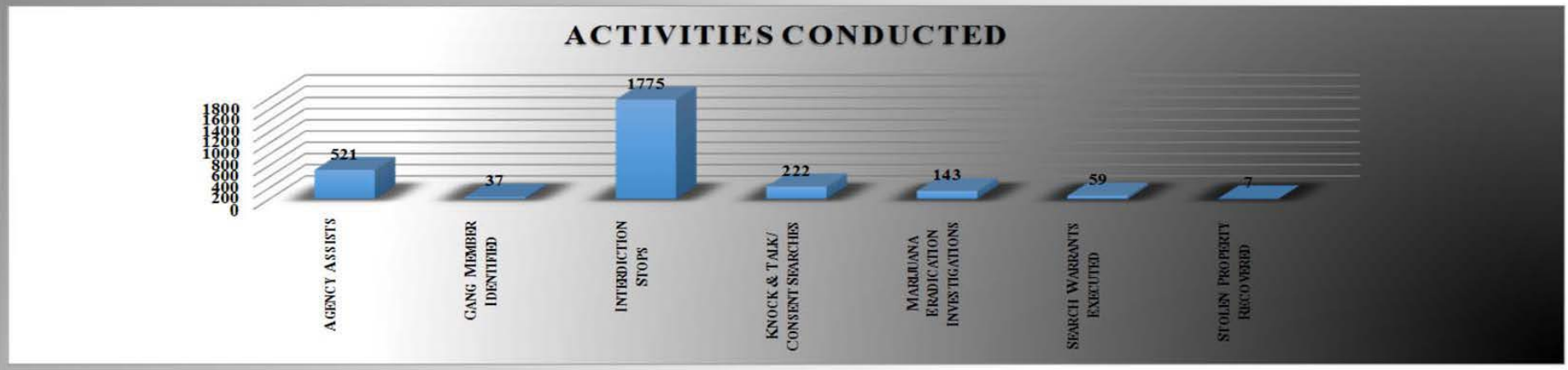
Pine Strawberry School K-8
Tonto Basin School K-8
Young Public School K-12

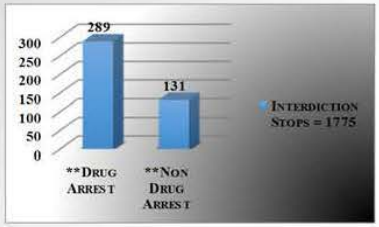
Deputy Eggert divides his time equally among the schools mainly providing law enforcement service. The three main functions are to provide security, law related education and acting as a role model for the youth.
Deputy Eggert has trained all school staff in preventative security and emergency planning. This year each school was introduced to an Emergency Response Plan wall chart which is found in every classroom. Each school conducts emergency drills such as lock-downs and fire drills in preparation for emergencies.
Deputy Eggert provides law related classroom instruction and discussion for the students. The goal is to keep our kids in a safe learning environment while teaching them law related issues while mentoring the students to feel comfortable around police officers.

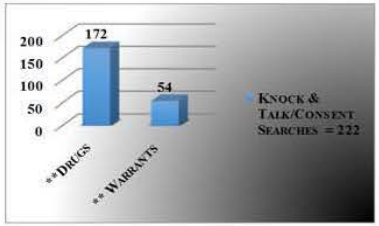
Drug, Gang & Violent Crimes Task Force 2015 Summary

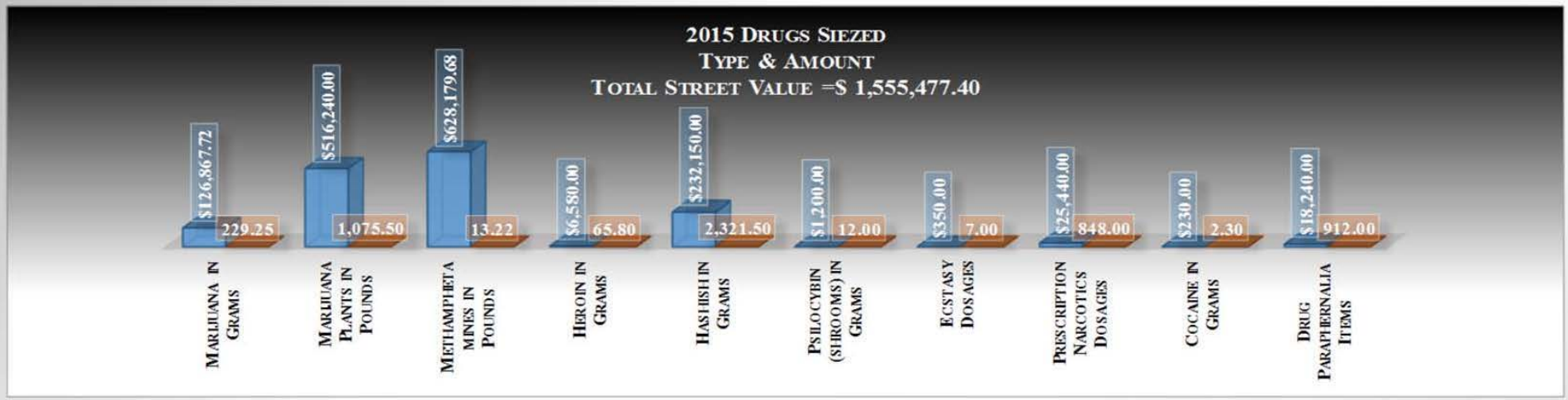
Fiscal Year 2015 Operations and Activities

July 1, 2014 thru June 30, 2015









Canines in Service

2015 Summary

DUCO

Breed:

Belgian Malinois

Handler:

Travis Baxley

Service:

2010 – present

Skills:

Narcotics Detection, Patrol, Evidence Recovery

Purchased by the Sheriff's Office with RICO funding (Racketeer Influenced and Corrupt Organizations Act).

Replaced Boris who served 2 years before passing away by natural causes.

ROCKY

Breed:

Dutch Shepherd

Handler:

Travis Baxley

Service:

2009 to present

Skills:

Explosives Detection

Purchased by the Sheriff's Office with RICO funding (Racketeer Influenced and Corrupt Organizations Act).

Replaced Rusty when he retired in 2009.

ROMAN

Breed:

Belgian Malinois

Handler:

Leonard (Ski) Kersykowski

Service:

2009 - 2015

Skills:

Narcotics Detection Patrol Evidence Recovery

Donated from a Private Citizen. Cost savings to taxpayers = $12,000.00

Roman was retired in 2015 after 6 years of service. He currently lives with his handler.

KINGSTON

Breed:

Belgian Malinois

Handler:

Dennis Newman

Service:

2010 - Present

Skills:

Narcotics Detection

Donated from a Rescue Organization. Cost savings to taxpayers = $7,500.00

Replaced Zelma who served 7 years.

DOZER

Breed:

Dutch Shepherd

Handler:

Leonard (Ski) Kersykowski

Service:

2015 - present

Skills:

Narcotics Detection Patrol Evidence Recovery

Donated from a Private Citizen. Cost savings to taxpayers = $12,000.00

Dozer was donated as a puppy. He was trained for a year before entering into service.

ARCO

Breed:

Belgian Malinois

Handler:

Joseph Bramlet

Service:

2014 - Present

Skills:

Narcotics Detection Body Sniff

Donated from a Private Citizen. Cost savings to taxpayers = $7,500.00

Arco is the first canine specifically assigned to the Jail. He accompanies his handler to work every day.

SEEBON

Breed:

Belgian Malinois

Handler:

Dennis Newman

Service:

2012 - Present

Skills:

Explosives Detection

Donated from a Private Citizen. Cost savings to taxpayers = $12,000.00

Seebon has a military background as an explosives detection dog service 1 year in Iraq.

FELIX

Breed:

Belgian Malinois

Handler:

Russ Tomberlin

Service:

2015 - Present

Skills:

Narcotics Detection Patrol Evidence Recovery

Donated from a Private Citizen. Cost savings to taxpayers = $12,000.00

Felix has an Army background and was donated when a he could not be assigned to a single handler.

Veteran Employees & Volunteers 2015 Roster

Duty, Honor, Country. Those three hallowed words reverently dictate what you ought to be, what you can be, what you will be.

Douglas MacArthur

Thank You

Department of the Air Force

Baxley, Travis
Bennett, Bradley
Burkhardt, Dave
Carlson, William
Charles, Kassandra
Coddington, Jerry
Floyd, Eddie
Hassinger, Larry
Houghton, Bill
McClure, Jeff
Mahr, Don
Newman, Dennis
Schrenk, Frank
Spicer, Ed
Swenson, John
White, Mike

RESERVES

Solberg, Justin

United States Army

Binney, Matthew
Bucholz, Dave
Christy, Chris
Clark, Mike
Cronk, Rodney
Durst, Ted
French, Felicia
Frommelt, Paul
Giarraputo, Bobby
Guerrero, Tony
Hill, Michael
Jenkins, Darrell
McMillion, Jim
Molitor, Larry
Morgan, Paul
Padgett, Penni
Palmer, Mel
Roberts, Kevin
Smith, Grant
Solberg, Justin
Tarango, Jimmy
Tavares, David

RESERVES

Boyer, Roland

United States Coast Guard

Hornung, David
Nudson, Thor
Stockwell, Richard

United States Marine Corps

Berry, David
Decker, Art
Floyd, Darrel
Hanse, Ronald
Peeper, Marc

United States Army Airforce National Guard

Guerrero, Tony
Holmes Jr., Johnny
Hudgens, Terry
Newman, Dennis

Department of the Navy

Boyer, Roland
Charles, Keith
Conover, Charlie
Dirks, Brian
Elledge, Joseph
McGroarty, Christopher
Phelps, Richard
Salcido, Art
Schuler, Robert
Scott, George
Shapiro, Howard

The Gila County Sheriff's Office would like to honor and thank our veterans who have served their Country and continue to serve their Community.

TRAINING 2015 SUMMARY

THE GILA COUNTY SHERIFF'S OFFICE RECOGNIZES THE IMPORTANCE OF TRAINING AND DEVELOPMENT FOR NEW AND EXISTING EMPLOYEES. BY ENCOURAGING ON-GOING TRAINING WE SEE IMPROVED EMPLOYEE PERFORMANCE, CONSISTENCY AND SATIFACTION. BELOW IS A LIST OF SOME THE TRAINING OPPORTUNITIES OUR EMPLOYEES WERE ABLE TO TAKE ADVANTAGE OF DURING CALENDAR YEAR 2015.

ADMINISTRATION BUREAU

*SPILLMAN *PROPERTY & EVIDENCE SPECIALIST

ASHLIE ENFIELD-GOSS WAS AWARDED HER CERTIFICATE FOR COMPLETING TRAINING AS PROPERTY & EVIDENCE SPECIALIST NOVEMBER 4, 2015.

PATROL BUREAU

TRAINING HOURS COMPLETED BY CATAGORY

CONTINUOUS	1242
PROFICIENCY	56
FIREARMS	1777

*2014 LEGAL UPDATE *2015 AZ GIA CONFERENCE *ADVANCED THREE DAY SYMPOSIUM *2015 COLORADO RIVER L/E CONFERENCE *2015 LEGAL UPDATE *2015 PAWN/PROPERTY FALL CONFERENCE *27TH ANNUAL ANOA CONFERENCE *ACJIS NETWORK T.O.C LEVEL A *ALP ORIENTATION *ARIZONA CONSTABLES ASSOCIATION *AZ HIDTA ADVANCED DRUG INVESTIGATIONS *AZ NARCOTIC OFFICERS ASSOCIATION *AZ PAWN/PROPERTY RECOVERY L/E PERSONNEL ASSOC INC *AZPOST DRIVING SIMULATOR-DECISION MAKING *BASIC-FTO *CERTIFICATE OF GRADUATION *CIVILIAN RESPONSE TO ACTIVE SHOOTER EVENTS *CLANDESTINE LAB HAZARDS & AWARENESS *CLANDESTINE LAB RECERTIFICATION *COMPUTER VOICE STRESS ANALYZER CERTIFIED EXAMINERS COURSE *CREATING LEADERSHIP EXCELLENCE *CRIMINAL INTELLIGENCE & 28 CFR PART 23 *CRITICAL INCIDENT STRESS MANAGEMENT *CRITICAL MENTAL HEALTH CHALLENGES *DESERT SNOW *DETECTIVE AND NEW CRIMINAL INVESTIGATOR *DRIVING SIMULATOR – DECISION MAKING *DRUG ENDANGERED CHILDREN *EQUINE INVESTIGATIONS *EVADING HONESTY*F/Y 14-15 P.R.E.A. *FACEBOOK INVESTIGATIONS *FIRST LINE SUPERVISION *FIVE LEVELS OF LEADERSHIP *GENERATIONS *HUMAN SOURCE DEVELOPMENT MANAGEMENT AND CONTROL *HUMAN TRAFFICKING *HUTTONS EDGE PRACTITIONER AND TRAINER CERTIFICATION *IDENTIFICATION PROCEDURES*INCLUSIVE LEADERSHIP *INLAND SEARCH MANAGEMENT FOR AZ SAR COORDINATOR *INTERNET RESEARCH *INTOXILYZER 8000 II OPERATOR (QAS) *JURISDICTIONAL MINE FIELD OF INDIAN COUNTRY *L/E SELECT-FIRE INSTRUCTOR DEVELOPMENT *COURSE *LAW ENFORCEMENT CPR *LT. COL. DAVE GROSSMAN *METAL THEFT/M.C. PROFILING/ADOT RESTRICTED 3 DAY PERMITS *NAFTO BASIC FTO COURSE *NARCOTICS DETECTION CANINE TRAINING *NARCOTICS DETECTION K9 COURSE *PHYSICAL FITNESS ASSESSMENT *REGISTRAR OF CONTRACTORS: COLLABORATIVE INVESTIGATIONS *SFST & HGN *SOCIAL MEDIA *SOCIAL MEDIA MONITORING & DATA MINING / BORDER GANGS & OMG RELATED ACTIVITIES / BORDER PRACTICUM *SOVEREIGN CITIZEN EXTREMISTS *SOVEREIGN CITIZEN EXTREMISTS DVD *STREET SURVIVAL SEMINAR *TACTICAL RESPONSE FOR PATROL SUPERVISORS *TRAFFIC INCIDENT MANAGEMENT *UNDERCOVER OFFICER CONCEALED CARRY RESPONSES *WATERCRAFT FOR LAW ENFORCEMENT *WHAT YOU DO MATTERS: LESSONS FROM THE HOLOCAUST *MCSO POLICE ACADEMY.

LAKE PATROL / DIVE TEAM

TRAINING HOURS BY CATAGORY

CONTINUAL TRAINING	200
NEW SKILLS	160
TRAINING TO OUTSIDE AGENCIES	200

*FULL FACE MASK *U/W NAVIGATION *NIGHT/LIMITED VISIBILITY *U/W SEARCH AND RECOVERY *DRY SUIT DIVING.

DEPUTIES MATTHEW BINNEY AND MARK ESSARY

GRADUATED FROM THE MARICOPA COUNTY SHERIFF'S OFFICE BASIC POLICE ACADEMY ON DECEMBER 10, 2015

DRUG, GANG & VIOLENT CRIMES TASK FORCE

TOTAL TRAINING HOURS = 1558.5

FIREARMS

*TACTICAL FIREARMS (HANDGUN, SHOTGUN & RIFLE) *TASER RECERTIFICATION *GLOCK ARMOR *RIFLE ARMOR *SELECT FIRE WITH AUTOMATIC RIFLES

INVESTIGATIONS

*INTERVIEW AND INTERROGATION *ADVANCED DRUG INVESTIGATIONS *CRIMINAL INTELLIGENCE *STREET GANG INVESTIGATIONS *MEXICAN DRUG CARTELS *INDOOR MARIJUANA CULTIVATION INVESTIGATIONS *ADVANCE SURVEILLANCE TECHNIQUES *ARIZONA MEDICAL MARIJUANA LAWS *ACTIVE SHOOTER *HUMAN SOURCE DEVELOPMENT *HIGH RISK TRAFFIC STOPS *VEHICLE AND FOOT PURSUIT TRAINING *FINANCIAL CRIMES INVESTIGATIONS *EVADING HONESTY *ROADSIDE INTERVIEWS *CLAN LAB TRAINING.

DETENTION BUREAU

TOTAL TRAINING HOURS = 3514

ACADEMY TRAINING HOURS	240
FIREARMS TRAINING HOURS	280
ADVANCED TRAINING HOURS	2,994

SUPERVISOR TRAINING:

*JAIL COMMAND *LEADERSHIP IN POLICE ORGANIZATIONS *BUDGET ISSUES *MULTIGENERATIONAL MANAGEMENT *LEADERSHIP *STATISTICS IN THE CORRECTIONAL SETTING *PROBLEM SOLVING *STRATEGIC PLANNING *STAFFING ANALYSIS *AGENCY CULTURE *PLANNING FOR YOUR REPLACEMENT *AGENCY MISSION *VISION *AND VALUES *COMMUNICATING WITH STAFF.

ALL STAFF TRAINING: *DEFENSIVE TACTICS *CODE OF CONDUCT *ETHICS AND INTEGRITY *INMATE CLASSIFICATION *PRISON RAPE ELIMINATION ACT *PRISON RAPE ELIMINATION ACT REPORTING *TASER *CRIME SCENE PRESERVATION *MANAGING MENTAL HEALTH INMATES* DISTRACTED DRIVING *HIGH RISK INMATE TRANSPORTS *BASIC NARCOTICS *SURVIVING A HOSTAGE SITUATION *INMATE RELIGIOUS ISSUES *CORRECTIONS INTELLIGENCE *IN-CUSTODY DEATHS *SITUATIONAL LEADERSHIP *CAREER CRIMINALS *DEALING WITH PROBLEM EMPLOYEES *INMATE LEGAL ISSUES *INMATE GAMES AND MANIPULATION *GENERATIONAL DIFFERENCES* REPORT WRITING *WORKING HIGH RISK INMATE HOUSING UNITS *INMATE GRIEVANCES *JAIL MANAGEMENT SYSTEMS.

LT. CHRISTINE DUARTE GRADUATED FROM THE AZPOST "ARIZONA LEADERSHIP PROGRAM" ON SEPTEMBER 3, 2015

Gila County Sheriff's Office

1100 South Street
Globe, AZ 85501
(928) 425-4449

Administration Bureau
1177 East Monroe St.
Globe, AZ 85501
(928) 402-1879

Payson Substation
108 West Main St., Ste A
Payson, AZ 85541
(928) 474-2208

Roosevelt Substation
28449 North Hwy 188
Roosevelt, AZ 85545
(928) 467-2515

Young Substation
4677 North Highway 288
Young, AZ 85554
(928) 462-7920

Community Programs and Services

- Boat Safety Program
- Car Seat Check
- Citizen Academy
- Civil Service
- Community Outreach
  - School Presentations
  - K-9 Presentations
  - Gun Safety (Eddie the Eagle)
  - Drug Presentations
- Event Security
- Explorer Program
- Extra Neighborhood Patrol
- Fingerprinting
- Neighborhood Watch Programs
- Offender Watch
- School Resource Officers
- Southern Gila County Network Team (SGNET)
- "Spend the Night in Jail" Program
- VIN Inspections
- Volunteer Programs
  - CERT Team
  - Posse
  - Search & Rescue
  - Mounted Posse
- WeTip 1-800-78-crime or www.wetip.com

ARF-3689 **Presentation** **2. B.**

Regular BOS Meeting

Meeting Date: 04/05/2016
Submitted For: Shelley McPherson, HR and Risk Management Director
Submitted By: Erica Raymond, Human Resources Assistant Sr.
Department: Human Resources

Information

Request/Subject

April 2016 "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 one employee for April 2016 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of one employee for April's "Spotlight on Employees" Program, as follows: Denise Cox. **(Erica Raymond)**

Attachments

Nomination Form: D. Cox

SPOTLIGHT

on Employees

_____
Employee Name

☐ Team Work
☐ Quality
☐ Morale Building
☐ Integrity
☐ Customer Service
☐ Initiative

Example:_____

_____

_____

_____

_____

_____

_____ _____
Supervisor Date

ARF-3643 **Regular Agenda Item** **3. A.**

Regular BOS Meeting

Meeting Date: 04/05/2016
Submitted For: Mike Pastor, Member, Board of Supervisors
Submitted By: Sherry Grice, Executive Assistant
Department: Board of Supervisors-District 2

Information

Request/Subject

Proclamation No. 2016-01 Proclaiming April 2016 as National County Government Month in Gila County.

Background Information

National County Government Month (NCGM), held each April, is an annual celebration of county government. Since 1991, the National Association of Counties (NACo) has encouraged counties to actively promote county services and programs. NCGM is an excellent opportunity for your county to highlight effective county programs and raise public awareness and understanding about the many services provided to the community.

This year's theme or initiative is "Safe and Secure Counties". NACo is working with county leaders and partners to bolster our nation's ability to thrive amid changing physical, social and economic conditions.

Evaluation

Each year the Board of Supervisors adopts a proclamation proclaiming the month of April as County Government Month and encourages all Gila County Officials, employees, schools and residents to participate in county government celebration activities.

Conclusion

It is appropriate to place this issue before the Board of Supervisors at this time to adopt Proclamation 2016-01 to proclaim April 2016 as National County Government Month in Gila County.

Recommendation

It is recommended that the Board of Supervisors adopt Proclamation 2016-01 to proclaim April 2016 as National County Government Month in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 2016-01 proclaiming April 2016 as National County Government Month in Gila County with this year's theme of "Safe and Secure Counties" and to encourage all Gila County officials, employees, schools and residents to participate in county government celebration activities. **(Michael Pastor)**

Attachments

Proclamation 2016-01

Gov Ducey Proclamation

Calendar of Events 2016

PROCLAMATION NO. 2016-01

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING THE MONTH OF APRIL 2016, AS NATIONAL COUNTY GOVERNMENT MONTH IN GILA COUNTY WITH THIS YEAR'S THEME OF "SAFE AND SECURE COUNTIES."

WHEREAS, the nation's 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe, vibrant and economically resilient communities; and

WHEREAS, Gila County and all counties take pride in our responsibility to protect and enhance the health, well-being and safety of our residents in efficient and cost-effective ways; and

WHEREAS, through National Association of Counties (NACo) President Sallie Clark's "Safe and Secure Counties" initiative, NACo is encouraging counties to focus on strengthening the safety and security of their communities; and

WHEREAS, in order to remain healthy, vibrant, safe, and economically competitive, America's counties provide public health, justice, emergency management and economic services that play a key role in everything from residents' daily health to disaster response; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote programs and services to the public we serve; and

NOW, THEREFORE, BE IT RESOLVED THAT WE, the Gila County Board of Supervisors, hereby proclaim the month of April 2016 as National County Government Month in Gila County with this year's theme of "Safe and Secure Counties" and encourage all Gila County elected officials, employees, schools and residents to participate in county government celebration activities.

PASSED and ADOPTED this 5th day of April 2016.

ATTEST: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard, Clerk of the Board Michael A. Pastor, Chairman

GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA

PROCLAMATION

WHEREAS, counties play an essential role in keeping Arizona's communities safe and secure by preserving public health and well-being, ensuring public safety, and promoting local economies and resiliency; and

WHEREAS, counties take seriously their leadership role in protecting and enhancing the health, welfare and safety of citizens in its community and provide the tools to deliver more effective and higher quality services while containing costs with the efficient use of local tax dollars, with the goal to strengthen Arizona's economies; and

WHEREAS, in order to remain healthy, vibrant, safe, and economically competitive, counties provide public health, justice, emergency management, and economic services that play a key role in every aspect from residents' daily health to disaster response; and

WHEREAS, there are 15 counties in the State of Arizona collectively responsible for and serving the needs of every resident of the State; and

WHEREAS, Arizona counties reflect the wide diversity of people, culture, and landscape in our State; and

WHEREAS, in recognition of the leadership, innovation and valuable service provided by the State's counties.

NOW, THEREFORE, I, Douglas A. Ducey, Governor of the State of Arizona, do hereby proclaim April 2016 as

COUNTY GOVERNMENT MONTH

in recognition of the leadership, innovation and invaluable service provided by all Arizona counties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona

Douglas A. Ducey

GOVERNOR

DONE at the Capitol in Phoenix on this seventeenth day of February in the year Two Thousand and Sixteen and of the Independence of the United States of America the Two Hundred and Fortieth.

ATTEST:

Michele Reagan

SECRETARY OF STATE

NATIONAL COUNTY GOVERNMENT MONTH

Celebrate National County Government Month (NCGM) with us! NCGM is an annual celebration of county government. This year's theme is, "Safe and Secure Counties". This offers you an opportunity to learn and to receive information about Gila County programs, services and responsibilities.

Calendar of Events

- To kickoff NCGM, the Gila County Board of Supervisors will approve Proclamation No. 2016-01 proclaiming the month of April 2016 as National County Government Month at the **April 5th** Board of Supervisors' meeting.

- A Gila County Open House will be held on **Monday, April 11th**. Residents are encouraged to visit County offices to receive information, view demonstrations and/or listen to presentations. This is an opportunity for residents to ask any questions they may have about the County.

- On **Tuesday, April 12th**, there will be a Hamburger Fry in the patio area of the Gila County Courthouse. This is an annual fundraiser event by a local group for the Copper Valley Relay for Life.

- An art contest for all schools within Gila County. In conjunction with Earth Day, the art contest theme is, "Recycling and Our Environment." Art contest entries will focus on what individuals, schools and communities can do to protect and enhance the environment. All entries will be displayed at the Gila County Courthouse throughout the month of April. Entries must be submitted no later than **Friday, April 15th**, please contact Sharon Winters at (928) 402-8531 for more information about the art contest.

- On **Saturday, April 23rd**, from 8:00 AM – 3:00 PM, there will be a FREE Green Waste Day at the Buckhead Mesa and the Russell Gulch Landfills. They will be accepting Green Waste at NO charge and hope to encourage residents to clear property of weeds and brush in preparation of wildfire season. Green Waste includes tree limbs, pine needles, brush, grass clippings and leaves.

- "Free Latex Paint Recycling Day" will take place at the Buckhead Mesa Landfill ***only***, on **Saturday, April 30th**, from 8:00 AM – 12:00 PM.

- Check out the display in the main lobby of the Gila County Courthouse to read about National County Government Month.

For more information about NCGM, visit the National Association of Counties website at
http://www.naco.org/Counties/countiesdo/Pages/ncgm

ARF-3639 **Regular Agenda Item** **3. B.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted For:	Malissa Buzan, Director	Submitted By:	Allison Torres, Case Manager
Department:	Community Services	Division:	GEST Department
Fiscal Year:	2017	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2016 - June 30, 2021	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Extended Supported Employment Services Contract

Background Information

Extended Supported Employment Services are provided to assist Gila Employment and Special Training (GEST) clients. Extended Supported Services assist the client in maintaining stable employment in a competitive and integrated setting in various ways. These ways may include requesting time off; developing conflict resolution skills; building and utilizing supports both at work and in the community; providing contacts and possibly job coaching support; and assisting the client in securing new employment or transitioning to employment without supports. The individuals who are to be served are persons with a physical or mental impairment which substantially limits one or more major life activities and have a documented diagnosis of such; and individuals who need extended supported employment services to maintain competitive employment in an integrated setting.

Evaluation

The contract between the Arizona Department of Economic Security (ADES) Rehabilitation Services Administration (RSA) would give GEST clients the opportunity to receive long-term, on-going support services for employment.

Conclusion

The contract would allow the Gila County GEST Program to provide Extended Supported Employment Services to those clients whose ADES RSA authorization indicate a specific need for this service.

Recommendation

The Community Services Division Director recommends the Board of Supervisors' approval and the Chairman's signature on the contract between ADES RSA and Gila County to enable GEST to provide Extended Supported Employment Services to RSA clients.

Suggested Motion

Information/Discussion/Action to approve the contract between the Arizona Department of Economic Security, Rehabilitation Services Administration, and Gila County, Gila Employment and Special Training, to provide Extended Supported Employment Services to Rehabilitation Services Administration clients for a period of five years, from July 1, 2016, through June 30, 2021. **(Malissa Buzan)**

Attachments

Notice of Intent
Uniform Terms and Conditions
Special Terms and Conditions
Limited English Proficiency (LEP)
Scope of Work
Service Forms
Contractor Code of Conduct
Contractor Invoice Form
Rate Sheet
Subcontractor Profile
Lower Tier Covered Transactions
Instructions for Certification
Certification Regarding Lobbying
W-9
Independent Contractor Agreement
Background Check
Data-Sharing Request Agreement
Approval as to Form

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Douglas A. Ducey
Governor

Timothy Jeffries
Director

January 25, 2016

Gila County
Attn: Ms. Helene Lopez
5515 S. Apache Street
Globe, Arizona 85501

NOTICE OF INTENT

The Arizona Department of Economic Security (DES), Rehabilitation Services Administration (RSA) is interested in entering into a new contract with your Agency for the provision of **EXTENDED SUPPORTED EMPLOYMENT** services in Gila County in order to ensure service continuation to the clients who have been currently served by your staff.

The current contract with your Agency for this service expires on June 30, 2016. In order for there not to be a lapse in services to the RSA clients, a new contract will need to be executed by both parties prior to June 30, 2016.

Enclosed you will find the following documents that comprise the contract. Please review each document, complete the required forms/attachments and submit the entire package back to the RSA Contract Unit at the address below. Be sure that you use the LEGAL business name, as registered with the Internal Revenue Service on all forms and when signing use blue ink.

1. Uniform Terms and Conditions
2. ADES Special Terms and Conditions
2a. Certification Regarding Lobbying*
2b. Certification Regarding Debarment*
2c. Exhibit Limited English Proficiency

3. Scope of Work
3.1 Scope of Work, Rate Sheet*

4. Attachments:
   - Contract Signature Page*
   - Sole Proprietor Waiver(if applicable)*
   - Independent Contractor Agreement (if applicable)*
   - A Data Sharing Agreement form will be sent to you after the contract award
   - Subcontractor's Profile*
   - W-9*
   - Request for Search of Central Registry for Background Check (Do not return with contract packet)

*The documents with an * need to be completed by you before you submit back to RSA.*
After RSA reviews your completed documents and if all requirements are met, RSA will send you an executed contract.

Prior to services being provided through the resultant contract, a current certification of insurance with the limits and requirements as stated in the ADES Special Terms and Conditions will be required as well as a Central Registry Background Check. The form has been included in the contract packet; please follow instructions on the form to have background checks done on all employees that come in contact with the clients. DO NOT send this form back with the contract packet. Services are not to be provided until you receive Purchase Authorization.

MAIL the required documents by February 17th, 2016 to the following address:

ADES/RSA Contracts Unit Manager
1789 West Jefferson Street
2nd FL. NW, Site Code 930A
Phoenix, AZ 85007-3202

In addition to submittal of the required documents, you **must** be registered as a vendor in ProcureAZ, Arizona's electronic procurement system. To register as a vendor, please go to: https://procure.az.gov. There are instructions on the website to register. Ensure that the ProcureAZ registration matches the Legal Name for which you are registered with the Internal Revenue Service.

If you have any contract related questions, please contact Laura Kottke at (602) 542-6882.

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Contract between the Department of Economic Security (the "Department") and
Gila County dba Gila Employment and Special Training **(the "Contractor").**

WHEREAS the Contractor is:

[ ] a Non-profit Organization as defined in Office of Management and Budget (OMB) Circular A-122;
[ ] a For-profit Organization; and

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S. §41-1954;

THEREFORE the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

Contract Term: This contract shall be effective on July 1, 2016, or upon the date of last signature, for a term of one (1) year with annual extension options to not exceed June 30, 2021.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Procurement Manager Signature

Typed Name

Title

Date

ADES Contract I.D. No.:

FOR AND ON BEHALF THE CONTRACTOR

Signature of Authorized Individual

Michael A. Pastor

Typed Name

Chairman, Board of Supervisors

Title

Date

Contractor Mailing Address:
Gila County dba
Gila Employment & Special Training
5515 S. Apache Ave Suite 200
Globe, AZ 85501

Contact Name:
Title: Helene Lopez / Program Manager
Phone Number: (928) 425-7631 ext 8664
Fax Number: (928) 425-9468
E-Mail Address: hlopez@gilacountyaz.gov

UNIFORM TERMS AND CONDITIONS
Version 9

1. Definition of Terms

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

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

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

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

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

3.9. 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.

3.10 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.

3.12 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.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

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

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such

changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. **Risk and Liability**

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

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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

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

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which

such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

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

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

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

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SPECIAL TERMS AND CONDITIONS
Professional Services/Auto/Children-Vulnerable Adult/Specific Term

1.0 **Definition of Terms.** In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:

1.1 **"Award Date"** means the date the Contract is executed by the Department. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature Page.

1.2 **"Department"** means the Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.3 **"Effective Date"** means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.

1.4 **"Equipment"** means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).

1.5 **"May"** indicates something that is not mandatory but permissible.

1.6 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

1.7 **"Should"** indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

1.8 **"Vulnerable Adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

2.0 **Advertising, Publishing and Promotion of Contract.** In addition to the terms and conditions in Section 3.6 of the Uniform Terms and Conditions, the following shall apply:

2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

2.2 "This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

3.0 **Audit.** In addition to the terms and conditions in section 3.3 of the Uniform Terms and Conditions, the following shall apply:

3.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as sub recipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling $500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

1. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
2. Summary schedule of prior audit findings
3. Auditor's Reports (detailed in the A-133)
4. Corrective Action Plan.

3.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of

Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

3.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

3.4 As prescribed in OMB Circular A-133, for-profit sub recipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

3.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

4.0 Availability of Funds.

4.1 The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

5.0 Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:

5.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

5.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

5.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

5.4

1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

5.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:

1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

5.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

5.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check form is located at: https://www.azdes.gov/opac/

6.0 Certification of Cost or Pricing Data.

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

7.0 Certification Regarding Lobbying.

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

8.0 Code of Conduct.

8.1 The Contractor shall avoid any action that might create or result in the appearance of having:

1. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
2. Acted on behalf of the State without appropriate authorization;
3. Provided favorable or unfavorable treatment to anyone;
4. Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
5. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
6. Loss of impartiality when advising the State

9.0 Competitive Bidding.

9.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

10.0 Compliance with Applicable Laws. In addition to the terms and conditions in section 7.6 of the Uniform Terms and Conditions, the following shall apply:

10.1. In accordance with A.R.S. §36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

10.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

10.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.

10.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352)as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not

utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

10.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.0 Confidentiality.

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

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

12.0 Contract Term and Option to Extend.

12.1 The term of the resultant contract shall be effective the date specified on the Signature page and shall remain in effect for one (1) year, unless terminated, cancelled, or extended as otherwise provided herein.

12.2 The State has no obligation to extend or renew this contract. However, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part at the sole option of the State.

12.3 The State shall have the unilateral right to extend the contract period for additional one-year periods or portions thereof for a total contract term not to exceed June 30, 2021. The terms and conditions of any such contract extension shall remain the same as the original contract.

12.4 Any extension or renewal must be made prior to the end of the contract period specified in this contract.

12.5 The Contractor shall not provide services prior to contract term commencing or after the end date of the contract. (No billable activity outside of the effective dates).

13.0 Cooperation.

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

14.0 Data Sharing Agreement.

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

15.0 Equipment.

15.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment

specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

15.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

15.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

15.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

15.5 Under a fixed price contract, Section 15.1 through 15.4 do not apply unless specifically required by federal or state law.

16.0 Reserved.

17.0 Evaluation.

17.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

17.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

18.0 E-Verify.

18.1 In addition to the terms and conditions in Section 3.10 of the Uniform Terms and Conditions, the following shall apply:

18.2 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, subsection A as may be amended. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

18.3 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

18.4 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.

18.5 The Department retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.2.

19.0 Fair Hearings and Service Recipients' Grievances.

19.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or

termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

19.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

20.0 Federal Immigration and Nationality Act.

20.1 In addition to the terms and conditions in Section 3.9 of the Uniform Terms and Conditions, the following shall apply:

20.2 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

20.3 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

21.0 **Fees and Program Income.**

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

22.0 Fingerprinting.

22.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

22.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

22.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:

22.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

22.3.2 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

22.4 Federally recognized Indian tribes will submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).

23.0 Inclusive Contractor.

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

24.0 Indemnification Clause.

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

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.

25.0 Insurance Requirements.

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

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

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

1. Commercial General Liability (CGL) – Occurrence Form

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

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Damage to Rented Premises	$ 50,000
• Each Occurrence	$1,000,000

a. The policy ***shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit, or provided by separate endorsement with its own limits, or provided as separate coverage included with the professional liability.***

b. ***Contractor must provide the following statement on their Certificate(s) of Insurance Sexual Abuse and Molestation coverage is included." or "Sexual Abuse/Molestation coverage is not excluded".***

c. The policy shall be endorsed, as required by this written agreement, to include ***"The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."***

d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) $1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include ***"The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, involving automobiles owned, hired or borrowed by the Contractor."***

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the **"State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees"** for losses arising from work performed by or on behalf of the Contractor.

3. **Workers' Compensation and Employers' Liability**

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

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

a. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage in included" or "Sexual Abuse and Molestation coverage is not excluded."

b. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

c. The policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS**: The policies shall include or endorsed to include, as required by this written agreement, the following provisions:

1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, and its agents, officials employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION**: Applicable to all insurance policies required with the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

D. **ACCEPTABILITY OF INSURERS**: Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE**: Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS**: Contractors certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

G. **APPROVAL AND MODIFICATIONS**: The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

H. **EXCEPTIONS**: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor

or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

26.0 IT 508 Compliance.

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

27.0 Levels of Service.

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

27.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

27.3 Any administration within the Department may obtain services under this contract.

27.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

27.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.

27.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

28.0 Monitoring.

28.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

29.0 Non-Discrimination. In addition to the terms and conditions in section 3.2 of the Uniform Terms and Conditions, the following shall apply:

29.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

29.2. If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

29.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

29.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

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

30.0 **Notices.** In addition to the terms and conditions in section 3.5 of the Uniform Terms and Conditions, the following shall apply:

30.1 All notices shall reference the contract number.

30.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
4. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

31.0 **Reserved.**

32.0 **Order of Precedence.**

32.1 In addition to the terms and conditions in section 2.3 Contract Order of Precedence of the Uniform Terms and Conditions, the following shall apply:

1. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

1. Division/Administration Special Terms and Conditions;
2. ADES Special Terms and Conditions;
3. Uniform Terms and Conditions;
4. Scope of Work or Specification;
5. Attachments;
6. Exhibits;
7. Documents referenced or included in the Solicitation.

33.0 **Pandemic Contractual Performance.**

33.1 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. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

33.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

1. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

34.0 **Payments.** In addition to the terms and conditions in section 4.1 of the Uniform Terms and Conditions, the following shall apply:

34.1 Payments shall be made according to the type of payment defined as follows:

1. Rate (or) Fixed Price- The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. The Department may authorize units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document and the amount of the Release Order may be increased or decreased throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a Purchase Authorization or other similar named document.

34.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

34.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.

34.4 Under no circumstances will the Department make payment to the Contractor that exceeds the units authorized as stated in section 33.1.

34.5 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

35.0 **Payment Recoupment.**

35.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

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

10. Any payments made for services rendered before the contract begin date or after the contract termination date.

36.0 Personnel.

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

37.0 Predecessor and Successor Contracts.

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

38.0 Professional Standards.

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

39.0 Rate Increase.

39.1 The Contractor may submit a request for a rate increase a minimum of 45 days prior to the contract extension date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alternative option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

39.2 Any approved rate increase shall be applied to the specific rate(s) in effect prior to the contract extension period.

39.3 The Contractor shall submit the request for a rate increase to:
Procurement Manager, Contracts Administration
ADES Office of Procurement
1789 West Jefferson, Site Code 805Z
Phoenix, Arizona, 85007

40.0 Records. In addition to the terms and conditions in section 3.1 of the Uniform Terms and Conditions, the following shall apply:

40.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

1. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
2. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
3. Include time and attendance records for individual employees to support all salaries and wages paid;
4. For Fixed Price with Price Adjustment contracts, include:
    1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
    2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
    3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
    4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.

40.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

40.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 41.0 of the ADES Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

41.0 Relationship of Parties.

41.1 In addition to the terms and conditions in Section 2.4 of the Uniform Terms and Conditions, the following shall apply:

1. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
2. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

42.0 Reporting Requirements.

42.1 Unless otherwise provided in this contract, reporting shall adhere to the following schedule: with the exception of the last month of the contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

42.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of the each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.

42.3 No later than the 45th day following the termination of this contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

42.4 All reports shall reference the contract number and be submitted to the person designated by the Department.

43.0 Responsibility for Payments Indemnification.

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

44.0 Reserved.

45.0 Subcontracts. In addition to the terms and conditions in section 5.2 of the Uniform Terms and Conditions, the following shall apply:

45.1 Prior to adding a subcontractor to the contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:

45.1.1 Be on the Contractors company letterhead;

45.1.2 Be signed by an authorized representative of the Contractor; and

45.1.3 Contain the following information:

1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
2. The certifications required of the subcontractor (if any);
3. The subcontractor's small business status (if applicable);
4. The type of goods and/or services to be provided by the subcontractor;
5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and

6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

45.1.4 The State reserves the right to request additional information deemed necessary about any proposed subcontractor.

45.1.5 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department within five (5) calendar days of the request.

46.0 Substantial Interest Disclosure.

46.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

46.2 Leases or rental agreements or purchase of real property which would be covered by Section 44.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

46.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

47.0 Supporting Documents and Information.

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

48.0 Suspension or Debarment.

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

49.0 Technical Assistance.

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

50.0 Termination for Any Reason.

50.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

50.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended the provisions of this paragraph shall not apply.

50.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

51.0 Termination for Default. In addition to the terms and conditions in section 9.5 of the Uniform Terms and Conditions, the following shall apply:

51.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

52.0 Transfer of Knowledge.

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

53.0 Transition of Activities.

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

54.0 Unallowable Costs.

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

54.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-87 for State, local and Indian Tribal Governments.
2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
3. OMB Circular A-21 for educational institutions.
4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

55.0 Visitation, Inspection and Copying.

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

56.0 Warranty of Services.

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

57.0 Limited English Proficiency.

57.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34 (Exhibit 1).

58.0 Cooperation with the Department's Investigation.

58.1 All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any ADES investigation, including but not limited to an Investigation by Division or Internal Affairs. Failure to adhere to

this policy may result in ADES taking whatever actions it deems appropriate, from removal of the subject and or witness from working with ADES clients up to terminating the contract with ADES.

DES 1-01-34
Limited English Proficiency (LEP)

I. POLICY STATEMENT

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with Limited English Proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

- Develop and adhere to specific written procedures;
- Perform a needs and capacity assessment;
- Arrange for oral language assistance, as appropriate;
- Determine which of the Department documents meet the definition of a vital document;
- Translate vital documents into languages other than English;
- Provide notification to customers of the availability of language assistance services;
- Evaluate current Department Web sites for LEP compliance;
- Develop and implement standards to ensure LEP compliance on all future Web pages;
- Train all staff who are likely to have contact with Department customers and the management staff who support them;
- Develop and incorporate an accessible issue resolution process; and
- Monitor customer access to language assistance.

II. AUTHORITY

This LEP policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP policy.

III. PROCEDURES

This policy is supported by a departmental procedure which identifies how action related to this policy will be conducted, including responsibilities, time frames, and required actions. To view this procedure, access the link below.

DES 1-01-34-01 *Limited English Proficiency Procedures*

In addition, specific Division procedures can be found at this intranet Web page: http://intranet.azdes.gov/main.aspx?menu=84&id=14558.

IV. AUTHORITY

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
Arizona Constitution, Article 28

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et seq.* states, "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

(1) "A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:

(i) Deny an individual any service, financial aid, or other benefit provided under the program;

(ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;

(2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*" (emphasis added)

V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.

Executive Leader: The Director, Deputy Director, Assistant Director, or their designee, with authority over a programmatic or administrative work unit.

Interpret: Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

Language Used Significantly: A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

Limited English Proficiency (LEP) Contact: The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

Limited English Proficient (LEP) Customer: Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

Non-Vital Documents: Documents that are not critical to access Department benefits and services.

Translate: Providing a written document in a language other than English.

Vital Document: A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

Work Unit: A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

VI. STANDARDS

A. Overview

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with LEP are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP policy ensures that the Department and all Department services, regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

B. General Statement

All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.

C. Compliance and Enforcement

It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP policy and the specific work unit LEP procedures.

D. Work Unit Procedures

Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:

1. Provision of language services generally;
2. Identification and assessment of language needs;
3. Oral language assistance services;
4. Written translations;
5. Oral and written notification of the availability of language services;
6. Issue resolution rights;
7. Staff training on language service provision; and
8. Monitoring access to language assistance.

E. Needs And Capacity Assessment

The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If a work unit determines that it does, then:

1. ***Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.*** These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.

2. ***The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.*** The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.

3. ***Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.*** Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use departmentally produced data, and the frequency with which it will complete the assessment.

4. ***Each work unit shall implement a process for gathering and recording LEP customer language preferences:***

   a. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes.

   b. Each work unit procedure shall include the use of an LEP language binder containing language preference materials in each local office. These LEP language binders are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display the LEP language binders in all its offices in which customer interaction is anticipated. These binders are developed, transmitted, and maintained as a departmental function.

F. Oral Language Assistance

1. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:*** Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary time frames may vary based upon the nature and importance of the service. For example, time frames for emergency services may be different from those time frames for non-emergency services. In most circumstances, this requires language services to be available within reasonable time frames during all operating hours by:

a. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed.

b. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department shall have a bilingual stipend program in place that compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed.

c. Orally translating vital documents into languages other than English for LEP customers.

2. ***Location and Accessibility of LEP Services***: Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.

3. ***Use of Bilingual Staff: The Department will make reasonable efforts to recruit and have bilingual staff*** employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:

a. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit.

b. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.

4. ***Unacceptable Practices:*** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.

G. Translation of Written Materials

1. ***Each work unit shall identify its vital documents.*** Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:

a. Applications;

b. Recertification or renewal applications;

c. Documents that require a response;

d. Letters or other written documents that contain information regarding participation in a program;

e. Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;

f. Consent and complaint forms;

g. Appeal rights and grievance procedures;

h. Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required.

i. Notices advising LEP persons of free language assistance; and

j. Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

2. ***Each work unit shall translate its vital documents according to the requirements outlined in the DES Translation Requirements document. Documents identified as vital shall be translated into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English:

   a. The Department Office of Graphics and Design; or

   b. A state-approved translation contract.

   Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.

3. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with this policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

4. ***Each work unit should be sensitive to the literacy levels of the LEP public.*** There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

H. Institutional Considerations for Translation

1. ***Each work unit shall ensure that the public is aware of available interpretation and translation assistance.*** Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.

2. ***Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.*** The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.

3. ***The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.*** The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.

4. ***Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.***

I. Training

Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with this policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:

1. ***General training.*** For all staff on the importance of providing services for individuals with LEP.

2. ***Work unit-specific training.*** To ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters.

3. *Technical assistance training.* For LEP contact staff.

4. *Management level training.* For supervisors and administrative staff assisting staff with direct customer contact.

J. Providing Notice to LEP Customers of the Availability of Language Assistance Services and Outreach

Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:

1. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense.

2. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, and community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support the Department's outreach efforts in relation to the programs it administers and the services it provides.

3. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance.

4. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify the public of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.

K. Monitor Access to Language Assistance

1. ***Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.*** Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:

a. Current LEP populations in service areas or population or specific populations encountered;

b. Frequency of encounters with LEP customers;

c. Nature and importance of activities to LEP customers;

d. Availability of resources, including technological advances, additional resources, and the costs imposed;

e. Whether existing assistance is meeting the needs of the LEP customers;

f. Whether staff know and understand the LEP procedures; and

g. Whether identified sources for assistance are still available and viable.

2. ***Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.*** Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:

a. Has up-to-date information on language needs in the communities it serves;

b. Has an adequate number of oral translators to ensure timely compliance with LEP needs;

c. Translates vital written documents into the languages needed by the communities being served;

d. Has adequate supplies of translated materials;

e. Trains those staff required to be trained in LEP activities; and

f. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

L. Provision of Technical Assistance

Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner. The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP policy and the work unit's LEP procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include time frames for the LEP contact to respond or to elevate the question to the DOEO. The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.

M. Issue Resolution

1. ***Work unit level process:*** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I resolution process.

   a. **Level I:** The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying.

   b. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services.

   c. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.

   d. The Level I process shall include the following:

      The manager in charge at the site where an LEP-related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP policy and the work unit LEP procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.

2. ***Department Level Process:*** The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the DOEO to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required time frames, based upon the program(s) from which the LEP customer is seeking service.

   a. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the time frames, and the process to request verbally or in writing an Executive Leader review and decision. The Executive Leader may request assistance from the DOEO with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer.

The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advises the LEP customer of the method and time frame to obtain a Level III review.

b. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

N. Reporting

Work units shall submit no less than annually a report to the DOEO detailing the information required in Section VI.K. of this policy. Work units shall utilize the departmental monitoring survey instrument, which identifies all mandatory points of review for each work unit. The DOEO shall report the results to the Director and the Department's Policy and Planning Administration (PPA).

SCOPE OF WORK
EXTENDED SUPPORTED EMPLOYMENT

1.0 ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES) MISSION AND VISION STATEMENTS

1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.

1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

1.3 Rehabilitation Service Administration (RSA) Mission: Arizona Rehabilitation Services Administration works with persons with disabilities to achieve their goals for employment and independence.

2.0 PURPOSE

2.1 The purpose is to provide continuation of extended supported employment services to persons with disabilities (hereafter referred to as clients) in the community who are currently receiving the service to assist them in maintaining or improving their employment. This service may also be provided to new referrals based on the availability of the funds.

2.2 Funding

2.2.1 The funding source for this service is Social Service Block Grant (SSBG) funds which may consist of:

1. Locally Planned SSBG funds allocated and assigned to ADES/RSA by the Councils of Governments (COG). COG's identify regional priorities, the service, the service intent and the target group for every state fiscal year as stated in the annual State of Arizona Social Services Block Grant Plan; and
2. State Planned SSBG funds allocated and assigned to ADES/RSA to be used for various SSBG services at RSA discretion.

2.2.2 Service needs and program decisions may vary in eligibility, geographic and service availability, or the target group to which the service may be directed, which may ultimately affect funding availability under this contract.

2.3 Legal Authority: Arizona Revised Statute (A.R.S.) §41-1954(A)(6) provides ADES the authority to enter into contracts and incur obligations within the general scope of its activities and operations subject to the availability of funds.

2.4 Contract Utilization

ADES intends to continue direct contracting with its current Contractors so that the existing clients can remain in their current work positions and environments to preserve the stability and continuity of service delivery. There is no guarantee of the funds to be allocated.

3.0 SERVICE DESCRIPTION

3.1 Arizona Taxonomy: A service that provides long-term, on-going support services for an employed individual.

3.2 For the purpose of this contract, Extended Supported Employment services mean assisting a client in maintaining stable employment in a competitive and integrated setting and may include:

1. Developing the skills necessary to appropriately request personal leave, sick leave, address unplanned absence and respond to personal crisis.
2. Developing conflict resolution skills necessary to effectively work with coworkers, customers, and supervisors.
3. Assisting the client in building and utilizing natural supports at work and in the community to assist with long-term successful job retention.

4. Providing face-to-face contacts and/or follow up contact, which may include consistent job coaching support based on the job performance and skill acquisition as reported by the participant/employer/contractor.
5. Assisting the client in securing new employment and/or transitioning to employment without supports when needed.

3.3 Service Eligibility is determined based on the following:
1. Individuals to be served under this contract are persons with a physical or mental impairment that substantially limits one or more major life activities and have a documented diagnosis of such impairment.
2. Individuals who, because of the nature and severity of their disabilities, need extended supported employment services in order to maintain competitive employment in an integrated setting consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individual.
3. Individuals may be self-referred or recruited by the Contractor.

4.0 CONTRACTOR REQUIREMENTS

The Contractor shall:

4.1 GENERAL REQUIREMENTS

4.1.1 Provide services that are culturally relevant and linguistically appropriate to the population to be served.

4.1.2 Communicate, either directly or through the assistance of professional services, in the native language of clients who have limited speaking ability or English is not their primary language and use all other appropriate and effective modes of communications used by clients (e.g., Spanish language, American Sign Language, etc.).

4.1.3 Make reasonable accommodations for both, service location and service provision under the American with Disabilities Act (ADA) of 1990, as amended, (a wheelchair accessible location, enlarged print, etc.) to allow a person with a disability to receive the services.

4.1.4 Ensure all clients meet eligibility criteria and provide all services as stated within this scope of work.

4.1.5 Ensure that a written purchase authorization has been received from RSA prior to the provision of any services.

4.2 SERVICE REQUIREMENTS

4.2.1 Schedule a meeting with an individual who seeks services to determine service eligibility within seven (7) business days from the date of referral as follows and document presence of disability and how the eligibility determination was made.

4.2.2 Schedule Service Planning Meeting and complete Client Service Plan (Exhibit A) with the client and/or the client's representative, if applicable, within ten (10) business days of eligibility determination.

4.2.3 Initiate service provision within ten (10) business days after completion of the Service Planning Meeting and provide services specified in the Client Service Plan (Exhibit A) as follows:
1. Deliver services utilizing tools, techniques and materials which are appropriate to the mental and physical capacity/needs of the individual served
2. Utilize modified equipment, aides and devices in order to meet the client's physical/sensory needs.
3. Continually evaluate the progress of the client and movement toward competitive employment settings without supports and develop and implement strategies to increase the client's hours and/or wages.
4. Revise the Client Service Plan as needed to implement the strategies for improvement.

4.2.4 Complete an accurate Monthly Progress Report (Exhibit B) for each client served.

4.2.5 Complete the Closure Report (Exhibit C) for each client upon service closure.

4.3 QUALIFICATION REQUIREMENTS

Utilize personnel or subcontractors who meet the following criteria:

4.3.1 Personnel who supervise the services provided under this contract and prepare progress reports:

1. Have a Master's Degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of one (1) year of full time employment working with individuals with disabilities; or
2. Have a Bachelor's degree in a related field (e.g., Rehabilitation Counseling, Psychology, Sociology, Education, etc.) and documentation of three (3) years full time employment in working with individuals with disabilities; or
3. Have a high school diploma or GED and documentation of seven (7) years full time employment in working with individuals with disabilities.

4.3.2 Personnel who provide direct client services under the direction and supervision of personnel who meet the criteria in 4.3.1:

1. Have a high school diploma or GED, and
2. Have one (1) year of documented experience, preferably working with individuals with disabilities and involved in the provision of vocational rehabilitation services such as job development and/or coaching, and

4.3.3 Personnel shall meet a variety of a client's vocational needs, including behavioral, physical, and medical challenges.

4.3.4 Sign Language Interpreting

1. Have a documented Sign Communication Proficiency Interview (SCPI) rating of Intermediate and above; OR
2. Have an American Sign Language Teacher's Certification (ASLTA) Qualified or Professional levels; OR
3. Have any of the following national certifications for sign language interpreting and a valid license for interpreting in the State of residence or in the State of Arizona when services are provided in Arizona:
   i. National Interpreter Certification (NIC),
   ii. Registry of Interpreters for the Deaf (RID)/Certificate of Interpretation, or
   iii. National Association of the Deaf Interpreting Certification (NAD) IV or V.

4.3.5 Foreign language interpreting: Have competence in the subject language and ability to interpret effectively, accurately and impartially.

4.4 ADMINISTRATIVE REQUIREMENTS

4.4.1 Maintain client records including documentation of eligibility for services, the written purchase authorization(s), the Client Service Plan, monthly progress reports, closure reports and personnel time log per records retention standards.

4.4.2 Maintain a quality management plan in order to continuously monitor the delivery of services and to ensure that the service provision meets the client's objective to include the following:

1. Incident management, corrective action and preventions;
2. Complaints and grievances;
3. Monitoring and evaluation of the service provision, i.e., measurement of outcomes as it relates to the client's objectives, and the improvement of the quality of services;
4. Routine monitoring of its personnel and subcontractors to ensure the effectiveness of the relationship between the client and direct service personnel.

4.4.3 Adhere to the Contractor Code of Conduct (Exhibit D).

5.0 CONTRACTOR PERFORMANCE EVALUATION

5.1 The Contractor shall meet the following minimum acceptable performance standard during a contract year:

1. One hundred percent (100%) of clients who receive these services shall meet eligibility criteria as stated in section 3.3.

5.2 RSA will conduct ongoing evaluation of the Contractor's performance in achieving the minimum acceptable service standard through the Contractor's monthly reports and the data available through desk or on-site audits.

6.0 PAYMENT

6.1 Payment will be made in accordance with the Scope of Work and the Scope of Work Rate Sheet upon receipt of the reporting requirements stated below.

6.2 Payment rate is all inclusive, which means that it includes all costs associated with the provision of the service such as salaries, operating cost, travel time, preparation of billing and reports, routine follow-up phone calls, research, time for client no shows, sign and foreign language interpreting, and other costs associated with the service provision. RSA will not pay separately for these costs or pay travel reimbursement.

6.3 Payment Units for this service include:
One (1) Individual Hour means sixty (60) minutes of actual time spent providing services directly to the client or on behalf of the client. If services are provided in a group setting, only the time spent providing services directly to the client is billable.

7.0 REPORTING REQUIREMENTS

The Contractor shall submit the following:

7.1 TO RSA PAYMENT AND BILLING UNIT
BY EMAIL AT AIBInvoiceScanning@azdes.gov
OR
BY MAIL TO
PO BOX 6877
Phoenix, AZ 85005

7.1.1 Client Service Plan (Exhibit A) when complete, and the Closure Report (Exhibit C) when applicable.

7.1.2 A complete Contractor Invoice (Exhibit E) within fifteen (15) calendar days following the last day of the month in which services were provided along with the complete and accurate Monthly Progress Report (Exhibit B).

7.2 TO RSA CONTRACTS UNIT:
By email: RSAContractsUnit@azdes.gov

7.2.1 Notification of any changes in business profile, service profile, addition and deletion of subcontractors, or other changes relevant to contract utilization.

7.3 TO RSA CONTRACTS MONITORING UNIT
By email: RSAContractMonitors@azdes.gov
By phone: Contract Monitoring Manager, 602-771-9275

7.3.1 Notification within five (5) business days if there are any actions from any of the applicable Arizona licensing and regulatory boards or agencies, which may result in disciplinary action taken on their current licensure.

7.3.2 Current Certificates of Insurance, as required in the ADES Special Terms and Conditions, no later than ten (10) days prior to the expiration of the existing Certificate of Insurance.

7.3.3 Any unusual incidents verbally-within one (1) business day of the occurrence and in writing within three (3) business days. Unusual incidents include, but are not limited to:

1. A client's injury
2. Death of a client;
3. Alleged neglect, abuse, mistreatment or exploitation of a client (by anyone);
4. When the Contractor suspects that a client may be missing;

5. A client's suicide attempts;
6. A client posing a threat to the physical or emotional well-being of an individual or Contractor's staff.

7.4 OTHER REPORTING

7.4.1 Reporting requirements may change during the contract term. The Contractor shall be notified in writing about any change in reporting forms.

Exhibit A

Arizona Department Of Economic Security
Rehabilitation Services Administration
Extended Supported Employment

CLIENT SERVICE PLAN

Date of Client Service Plan Meeting:	
Client's name:	Last 4 Digits of SSN:
Contractor's Name:	RSA Authorization Number:

CLIENT'S EMPLOYMENT INFORMATION		
Employer 's Name:		
Employer's Address and Phone:		
Position:	Hourly Wage:	Work hours per week:

Client needs assistance with the following to maintain or improve employment (check all that apply):

☐Developing the skills necessary to appropriately request personal leave, sick leave, address unplanned absence and respond to personal crisis.
☐Developing conflict resolution skills necessary to effectively work with coworkers, customers, and supervisors.
☐Assisting the client in building and utilizing natural supports at work and in the community to assist with long-term successful job retention.
☐Providing face-to-face contacts and/or follow up contact, which may include consistent job coaching support based on the job performance and skill acquisition as reported by the participant/employer/vendor.
☐Assisting the client in securing new employment and/or transitioning to employment without supports when needed.
☐Other:

Client needs the following accommodations to participate in services:

Client's service requirements necessary to successfully maintain or improve employment:
Number of days per week: Number of hours per day:

Client/Guardian Signature:	Date:
Contractor Signature:	Date:

Exhibit B

Arizona Department of Economic Security
Rehabilitation Services Administration
Extended Supported Employment

MONTHLY PROGRESS REPORT

Reporting Period (month/year):	Number of Hours Billed:
Client's name:	Last 4 Digits of SSN:
Contractor's Name:	RSA Authorization Number:

CLIENT'S EMPLOYMENT INFORMATION		
Employer 's Name:		
Employer's Address and Phone:		
Position:	Hourly Wage:	Work hours per week:

Services provided this month consisted of (check all that apply):

☐ Developing the skills necessary to appropriately request personal leave, sick leave, address unplanned absence and respond to personal crisis.
☐ Developing conflict resolution skills necessary to effectively work with coworkers, customers, and supervisors.
☐ Assisting the client in building and utilizing natural supports at work and in the community to assist with long-term successful job retention.
☐ Providing face-to-face contacts and/or follow up contact, which may include consistent job coaching support based on the job performance and skill acquisition as reported by the participant/employer/vendor.
☐ Assisting the client in securing new employment and/or transitioning to employment without supports when needed.
☐ Other:

Contractor Signature:	Date:

Exhibit C

Arizona Department of Economic Security
Rehabilitation Services Administration
Extended Supported Employment

CLOSURE REPORT

Date of Service Closure:	
Client's name:	Last 4 Digits of SSN:
Contractor's Name:	RSA Authorization Number:

CLIENT'S EMPLOYMENT INFORMATION (if applicable)		
Employer 's Name:		
Employer's Address and Phone:		
Position:	Hourly Wage:	Work hours per week:

Reason for Closure:

☐Client no longer needs supports to maintain employment
☐Client is no longer working/unable to regain employment
☐Client requested closure from services
☐Client was incarcerated
☐Client moved out of service area
☐Client dropped out of services due to health issues
☐Contractor lost contact with client
☐Contractor can no longer serve the client due to organization or business changes
☐Other reason for closure (specify):

Contractor Signature:	Date:

Exhibit D

Contractor Code of Conduct

The Contractor shall adhere to the following Code of Conduct:

1.0 Subcontract with or recommend only those individuals or organizations that are culturally sensitive, who meet accessibility standards for persons with disabilities, and who do not discriminate based on ethnicity, gender, age, race, religion, marital status, sexual orientation, or socioeconomic status. Subcontractors and their credentials need to be approved by RSA Central Office prior to providing services under this contract.

2.0 The Contractor, its personnel, subcontractors and any other individuals on the Contractor's premises shall:

2.1 Represent himself/herself accurately to RSA clients and shall not mislead the clients regarding the Contractor's relationship with ADES/RSA, or mislead the clients regarding the Contractor's skills, capabilities or credentials.

2.2 Collaborate with RSA Counselors or RSA designated representatives and other service providers (if applicable) in the best interest of the clients and, to the extent possible, avoid disagreements that might have adverse effects on the clients. When collaborating with other community agencies that serve the same client(s), abide by the decisions that were agreed upon by all of the involved parties and assist in implementing such decisions which are consistent with applicable laws, regulations, rules and policies.

2.3 Ensure at all times that client information is used only for the purpose of fulfilling contractual responsibility and is not released to any other individual, agency, or organization. Confidential information and reports obtained, purchased, and paid for under this contract shall never be shared without the expressed permission from the RSA client and the RSA Counselor or RSA designated representative assigned to the client case.

2.4 Develop and maintain a confidentiality policy statement and establish procedures that restrict access to confidential client records and information. This provision shall not be construed to limit the right of RSA staff or other authorized representative(s) to access client case records and information pertinent to the provision of the contracted service.

2.5 Ensure that RSA clients are safeguarded and supervised by the Contractors' personnel assigned to provide the contracted service at all times when on the Contractor's premises.

2.6 Always act in a professional manner, honor commitments, treat RSA clients with respect, dignity, and courtesy, and project a positive attitude.

2.7 NEVER:

2.7.1 Engage in any form of intimate and sexual activity with an RSA client.

2.7.2 Enter into any business partnership with an RSA client.

2.7.3 Employ authority or influence with RSA clients for the benefit of third parties, including the client's family or friends.

2.7.4 Exploit the client's trust in the Contractor or its personnel for any purpose.

2.7.5 Accept any commission, rebates, or any other form of remuneration when serving RSA clients, except payment for service provided from RSA.

Exhibit E

Arizona Department of Economic Security
Rehabilitation Services Administration
Supported Employment-Extended

CONTRACTOR INVOICE FORM

Billing Period (Month/Year):
Invoice Number:

Contractor's name:	
Contractor's Phone Number:	Contractor's Fax Number:
Contract Number:	Contractor's FEI or Last 4 digits of SSN Number:
Contracted Service: SSBG Extended Supported Employment	
Authorization #:	

Client Name:	Number of Hours Billed	Contract Rate ($)	Amount Billed
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		TOTAL AMOUNT BILLED	

"This invoice is a true and accurate account of the services listed on this statement for the time period specified; this invoice constitutes the full and complete charge for the services described above; that no further invoices for payment of these services will be made; these services have been provided without discrimination based on age, race, color, creed, gender, religion or national origin and that this statement is subject to federal and state audit review." The invoice shall be signed and dated by the person authorized to submit invoices for the Contractor.

Name, title, phone number, and email of the Contractor's designated person who prepared this form.

Name:
Title:
Phone Number:
Email:

Signature: _____ Date:

Arizona Department of Economic Security
Rehabilitation Services Administration

Scope of Work
Extended Supported Employment

RATE SHEET

AGENCY NAME: Gila County dba Gila Employment & Special Training

PAYMENT UNIT	PAYMENT RATE
One Individual Hour	$

Extended Supported Employment
SUBCONTRACTOR PROFILE

LEGAL BUSINESS NAME (must match the name in ProcureAZ):

This form is required for each subcontractor who will provide service to clients.

Subcontractor's Name:

Subcontractor's Business Address:

Subcontractor's Phone Number:

Subcontractor's Email Address:

Subcontractor's Small Business Status: YES ☐ NO ☐
"Small business" means a for-profit or not-for-profit organization, including its affiliates, with fewer than one hundred full-time employees or gross annual receipts of less than four million dollars for the last complete fiscal year.

Type of goods/services to be provided by the subcontractor:

The certification required of the subcontractor (if any):

The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements:

Description of the quality assurance measures that the Contractor will use to monitor the subcontractor's performance:

Certification Regarding:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.

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

Gila County dba Gila Employment & Special Training

Name of Agency /Organization

Michael A. Pastor
Chairman, Board of Supervisors

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification
Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By signing and submitting this document, the prospective recipient of federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

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

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

5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

APPLICANT'S ORGANIZATION			
Gila County dba Gila Employment & Special Training			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix:			
* First Name:	Middle Name:	* Last Name:	Suffix:
Michael A. Pastor			
* Title:	Chairman, Board of Supervisors		
* SIGNATURE:		* DATE:	

State of Arizona Substitute W-9 & Vendor Authorization Form

Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if
1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; **AND**
3. You will receive payment from the State of Arizona.

Type of Request (Must select at least ONE)

- (●) New Request
- ( ) New Location (Additional Address ID)
- ( ) Change (Select the type(s) of change from the following:
  - [ ] Tax ID
  - [ ] Legal Name
  - [ ] Entity Type
  - [ ] Minority Business Indicator
  - [ ] Main Address
  - [ ] Remittance Address
  - [ ] Contact Information

Taxpayer Identification Number (TIN) (Provide ONE Only)

Social Security Number (SSN) _____ **OR** Federal Employer Identification Number (FEIN) 86-6000444

Entity Name (* Must Provide Legal Name. Must match SSN or FEIN given. If Individual or Sole Proprietorship enter First, Middle, Last Name.)

Legal Name* Gila County

DBA Name Gila Employment & Special Training

Entity Type (Must Select One of the Following)

- ( ) Individual/Sole Proprietor or single-member LLC (6I)
- ( ) Corporation (5A)
- ( ) Partnership (5C)
- ( ) Limited liability company (LLC) including Corporations & Partnerships (5A)
- ( ) An international organization or any of its agencies/instrumentalities (5U)
- ( ) The US or any of its political subdivisions or instrumentalities (2G)
- (●) A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
- ( ) Other: Tax Reportable Entity (5P)
- ( ) Other: Tax Exempt Entity (5H)

Description _____

Minority Business Indicator (Must select one of the following)

- (●) Small Business (01)
- ( ) Small Business- African American (23)
- ( ) Small Business- Asian (24)
- ( ) Small Business - Hispanic (25)
- ( ) Small Business- Native American (27)
- ( ) Small Business- Other Minority (05)
- ( ) Small, Woman Owned Business (06)
- ( ) Small, Woman Owned Business- African American (29)
- ( ) Small, Woman Owned Business- Asian (30)
- ( ) Small, Woman Owned Business- Hispanic (31)
- ( ) Small, Woman Owned Business- Native American (33)
- ( ) Small, Woman Owned Business- Other Minority (11)
- ( ) Woman Owned Business (03)
- ( ) Woman Owned Business- African American (17)
- ( ) Woman Owned Business- Asian (18)
- ( ) Woman Owned Business- Hispanic (19)
- ( ) Woman Owned Business- Native American (21)
- ( ) Woman Owned Business- Other Minority (08)
- ( ) Minority Owned Business- African American (04)
- ( ) Minority Owned Business- Asian (32)
- ( ) Minority Owned Business- Hispanic (74)
- ( ) Minority Owned Business- Native American (15)
- ( ) Minority Owned Business- Other Minority (02)
- ( ) Non-Profit, IRC §501(c) (88)
- ( ) Non-Small, Non-Minority or Non-Woman Owned Business (00)
- ( ) Individual, Non-Business (00)

Veteran Owned Business?

[ ] YES [✓] NO

Main Address (Where tax information and general correspondence is to be mailed)

Address: 1400 East Ash Street

City: Globe State: AZ Zip code: 85501

Remittance Address (Where payment is to be mailed)

[ ] Same as Main

Address Line 1: 5515 S. Apache Ave Suite 200

Address Line 2: _____

City: Globe State: AZ Zip code: 85501

Vendor Contact Information

Name: Helene Lopez Title: GEST Program Manager

Phone #: (928) 425-7631 Ext.: 8664 Fax: (928) 425-9468 Email: hlopez@gilacountyaz.gov

Certification

[ ] Exempt from backup withholding

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. person (including U.S. resident alien).

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.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature Marlene Gonzalez **Title** Chief Deputy Treas **Date** 2-12-16

Return completed form to the state agency with whom you do business, for review and authorization.

STATE OF ARIZONA **AGENCY** USE ONLY - AGENCY AUTHORIZATION — **VENDOR**: DO NOT WRITE BELOW THIS LINE

State HRIS EIN _____ Print Name _____ Signature _____

AGY _____ Title _____ Phone # _____ Email _____ Date _____

STATE OF ARIZONA **GAO** USE ONLY — **VENDOR & STATE AGENCY:** DO NOT WRITE BELOW THIS LINE

[ ] IRS TIN Matching [ ] HRIS [ ] Other Vendor Number _____ Processed by _____ Date Processed _____

Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

General instructions:

1. Form GAO-W-9 should be completed by computer (electronically).
2. Vendor must type or legibly print all 'Required' fields and submit to the State of Arizona agency they do business with for their review and authorization of the form.

Specific instructions:

Type of Request
Select the type of request being made. Select only one, the choices are: 1) New Request, 2) New Location or 3) Change. If selecting Change, please identify what fields have changed since the previous submission. Check all changes that apply: Tax ID, Legal Name, Entity Type/1099 Classification, Minority Business Indicator, Main Address, Remittance Address or Contact Information.

Taxpayer Identification Number (TIN)

Social Security Number (SSN) OR Federal Employer Identification Number (FEIN)
Required. Enter your 9 digit Social Security Number (SSN) **OR** Federal Employer Identification Number (FEIN). This is your Taxpayer Identification Number (TIN) as assigned by the Internal Revenue Service (IRS) or Social Security Administration (SSA).

Entity Name

Legal Name
Required. Enter the name corresponding to the TIN given. Name must be the same as registered with the Internal Revenue Service (IRS) or Social Security Administration (SSA).

- **Individuals**: Enter First Name, Middle Name, Last Name
- **Sole Proprietorships**: Enter First Name, Middle Name, Last Name
- **ALL Others**: Enter Legal Name of the Business.

DBA Name
Optional. **Doing Business As (DBA)** For the remittance address, enter a DBA, branch name or location **if** applicable. Also enter any continuation of the Name or Business Name if needed.

Entity Type/1099 Classification
Required. Check only ONE entity type for the TIN given. If State of Arizona employee is selected, you must provide your State of Arizona Human Resources Information Solution (HRIS) Employee Identification Number (EIN). Board Members should select State of Arizona employee only if they have a State of Arizona HRIS EIN, otherwise select Individual/Sole Proprietor. If "Other" is selected, please provide a Description for your business.

Minority Business Indicator
Required. Select the most detailed description for your business. Only one selection can be made. If none apply, select the second from last description of Non-small, Non-Minority or Non-Women Owned Business (00). For non-businesses, please select the last option of Individual, Non-Business (00).

To be classified as a Small, Minority, Women-owned, or Disadvantaged Business Enterprises, a company must meet all qualifying standards and be at least 51 percent owned, operated, and controlled by the qualifying person or persons. For additional information and definitions, refer to the following web site:
http://www.azcommerce.com/small-business/checklist-items/i-would-like-information-on-types-of-certification

Veteran Owned Business-
Required Check either Yes if the business is a Veteran Owned Business or No if the business is NOT a Veteran Owned Business.

Instructions for the State of Arizona Substitute W-9 & Vendor Authorization Form

Main Address-Required and **Remittance Address**-Optional

Check `Same as Main' if the Remit to Address is the same as the Main Address entered.

Address (NOTE: an additional Address line is available for Remittance Address)

Required. Enter under the `Main Address' an address where tax information and general correspondence is to be mailed. Enter under Remittance Address an address where payments should be made. Foreign addresses should enter full address here.

City

Required. Enter your city.

State

Required. Select your state from the drop-down list. If you are using an address outside of the U.S., select XX-Foreign address.

Zip code

Required. Enter your 5 digit zip code. A 4 digit add on is optional. If completing online, do not enter a dash. If foreign address, do not complete field and enter full address in the address line.

Contact Information-Required

Name

Required. Enter contact name. The person indicated will be contacted for payment related questions or issues.

Title

Optional. If the form is completed on behalf of a business, please enter your title.

Phone#

Required. Enter the contact's phone number including area code. If competing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

EXT

Optional. Enter the contact's phone number extension, if applicable.

email

Optional. Enter the contact's email address. Must be in the format: email@address.com.

Fax

Optional. Enter the contact's fax number. If completing online, enter 9 numeric characters ONLY, do not enter any dashes, parenthesis or other special characters.

Certification

Exempt from backup withholding

Optional. Check box if you are exempt from backup withholding (Individuals and soleproprietors are NOT exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments). Refer to IRS W-9 instructions for additional information.

Signature

Required. Signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

Title

Required. Enter the title of the person who signed/certified the form.

Current Date

Required. This field will default to the current date if form is completed electronically.

Do not complete any remaining fields; they are reserved for use by the State of Arizona.

Additional Information

For additional information concerning certification requirements for the substitute W-9 form, refer to the instructions for the Internal Revenue Service form W-9 at: **www.irs.gov**.

ADOA-RMD

Risk Management Division

INDEPENDENT CONTRACTOR AGREEMENT

NOTE: THIS FORM APPLIES ONLY TO THE STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, AND UNIVERSITIES UTILIZING INDEPENDENT CONTRACTORS.

THIS FORM DOES NOT APPLY TO EMPLOYERS IN THE CONSTRUCTION INDUSTRY THAT USE A CONTRACTOR. A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A SOLE PROPRIETOR WAIVER MUST BE OBTAINED IN THOSE INSTANCES.

This is a written agreement under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. § 23-901 (et. seq.), and specifically A.R.S. § 23-902 (C), (D), that an independent contractor relationship exists between the parties signed below. The parties agree that the "independent contractor" is independent of the "business" in the execution of the work and not subject to the rule or control of the "business" but is engaged only in the performance of a definite job or piece of work and is subordinate to the "business" only in effecting a result in accordance with that "business" design. The parties also agree that the "business" does not have the authority to supervise or control the actual work of the "independent contractor" or the "independent contractor's" employees. Furthermore, it is understood and agreed that the "independent contractor" or the "independent contractor's" employees are not entitled to workers' compensation benefits from the "business."

The written agreement shall be null and void and create no presumption of an independent contractor relationship if the consent of either party is obtained through misrepresentation, false statements, fraud or intimidation, coercion or duress.

WE THE UNDERSIGNED AGREE THAT THE BUSINESS:

- Does not require the independent contractor to perform work exclusively for the business. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.
- Does not provide the independent contractor with any business registrations or licenses required to perform the specific services set forth in the contract.
- Does not pay the independent contractor a salary or hourly rate instead of an amount fixed by contract.
- Will not terminate the independent contractor before the expiration of the contract period, unless the independent contractor breaches the contract or violates the laws of this state.
- Does not provide tools to the independent contractor.
- Does not dictate the time of performance.
- Pays the independent contractor in the name appearing on the written agreement.
- Will not combine business operations with the person performing the services rather than maintaining these operations separately.

INDEPENDENT CONTRACTOR AGREEMENT

NAME OF INDEPENDENT CONTRACTOR: _____

ADDRESS / P.O. BOX: _____

CITY: _____, STATE: _____ ZIP: _____

SIGNATURE OF INDEPENDENT CONTRACTOR: _____ DATE: _____

STATE OF ARIZONA AGENCY: _____ AGENCY#: _____

ADDRESS: _____

CITY: _____, STATE: _____ ZIP: _____

SIGNATURE OF AGENCY CONTRACT ADMINISTRATOR: _____ DATE: _____

CONTRACT IDENTIFICATION: _____

BOTH SIGNATURES MUST BE SIGNED AND THE COMPLETED FORM SUBMITTED TO:

ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT DIVISION - INSURANCE UNIT
100 NORTH 15th AVENUE, SUITE #301
PHOENIX, AZ 85007

An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

_____

Signature of Risk Management Authorized Signer **Date**

ADOA-RMD

Risk Management Division

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES.

IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY (INCLUDING SINGLE MEMBER LLC), PARTNERSHIP, OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, **A.R.S. § 23-901** (et. seq.), and specifically, **A.R.S. § 23-961(P)**, that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as **Name Of Sole Proprietor's Business**. I am performing work as an independent contractor for the State of Arizona, **Enter State Agency, Department And/Or Division**, for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from the State of Arizona, **Enter State Agency, Department And/Or Division**. **I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.**

Name of Sole Proprietor: _____

Telephone Number: (_____) _____ - _____

Street Address / P. O. Box: _____

City: _____ State: _____ ZIP Code: _____

Signature of Sole Proprietor: _____ Date: _____

State Agency: _____ Agency #: _____

Signature of Agency
Contract Administrator: _____ Date: _____

Contract Identification: _____

Both signatures must be signed and the completed form submitted to: State of Arizona, Department of Administration, Risk Management Division, Insurance Unit, 100 North 15th Avenue, Suite #301, Phoenix, Arizona 85007. An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

_____

Signature of Risk Management Authorized Signer Date

Revised 12-19-2014

DCS-1183A (7-15)

ARIZONA DEPARTMENT OF CHILD SAFETY

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information. The information contained in the Arizona Department of Child Safety (DCS), CHILDS Central Registry and any attached files shall be used as a factor to determine qualifications for individuals applying for contracts with this state, including employees of the prospective contractor, contractors, and subcontractors for positions that provide direct services to children or vulnerable adults. **The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.**

PLEASE FILL OUT THE INFORMATION BELOW. All fields must be completed, accurately and legibly, type or print only.

Offeror, Contractor, or Subcontractor Name
Gila County dba Gila Employment and Special Training

Solicitation Number:
SSBG EXTENDED SUPPORTED EMPLOYMENT

Contract Number:

Tracking Number (*You must provide your unique tracking number. This number will be used to identify and track this document and the individuals linked to it.*):
G 5515

Check One:
- [X] New Contract
- [ ] Contract Extension
- [ ] New employee hire

Phone Number
(928) 425-7631 Ext 8664

Email Address
hlopez@gilacountyaz.gov

Mailing Address
5515 S. Apache Ave Suite 200 Globe, AZ 85501

Name of Person Authorized to Submit Request Attesting to the Presence of a Signed Direct Service form for each request
Helene Lopez - Program Manager

Requester's Signature
Helene Lopez

Date of Request
2-10-16

Department / Division
Gila County Community Services

Department / Division Contact Person
Helene Lopez

SUBMIT YOUR COMPLETED CENTRAL REGISTRY REQUEST THROUGH ONE OF THE FOLLOWING METHODS:

Mail to: Department of Child Safety
Office of Licensing & Regulation
P.O. Box 6030, Site Code C010-20
Phoenix, AZ 85005-6030

Fax to: Central Registry Request at 602-265-3993

Email (secured) to: DCYFCentralRegistryCheck@azdes.gov

RESULTS of this check will be:

1. EMAILED to the address above indicating that one or more individuals on the request was (were) unable to be processed with the information provided; or
2. EMAILED to the address above if all names are cleared; or
3. EMAILED to the address above with information on individuals who are found to have a substantiated finding of child abuse or neglect on the Central Registry; and
4. MAILED to the individual who is found to have a substantiated finding on the Central Registry that disqualifies him/her from providing direct services to children or vulnerable adult clients of DCS.

Internal Use Only:

For Solicitations Only: DCS Designated Staff (Office of Procurement):

For Contracts: Notify DCS Designated Staff (Program):

See last page for EOE/ADA/LEP/GINA disclosures

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

(All fields must be completed, accurately and legibly, print or type only)

INDIVIDUAL'S INFORMATION

NAME Helene Lopez	ALIAS *(Previously used name(s))*
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS *(No., Street, City, State, ZIP)*	

DCS – INTERNAL USE ONLY (Search results)

Reports: ☐ Yes Number: *[See attached document(s)]* ☐ No Date of Search:

NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION

NAME Leona Bauman	ALIAS *(Previously used name(s))*
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS *(No., Street, City, State, ZIP)*	

DCS – INTERNAL USE ONLY (Search results)

Reports: ☐ Yes Number: *[See attached document(s)]* ☐ No Date of Search:

NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION

NAME Angela T. Anthony	ALIAS *(Previously used name(s))*
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS *(No., Street, City, State, ZIP)*	

DCS – INTERNAL USE ONLY (Search results)

Reports: ☐ Yes Number: *[See attached document(s)]* ☐ No Date of Search:

NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION

NAME Amanda Bables	ALIAS *(Previously used name(s))*
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS *(No., Street, City, State, ZIP)*	

DCS – INTERNAL USE ONLY (Search results)

Reports: ☐ Yes Number: *[See attached document(s)]* ☐ No Date of Search:

NAME OF PERSON COMPLETING SEARCH	SIGNATURE

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

(All fields must be completed, accurately and legibly, print or type only)

INDIVIDUAL'S INFORMATION	
NAME Phillis WEAVER	ALIAS *(Previously used name(s))*
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS *(No., Street, City, State, ZIP)*	
DCS – INTERNAL USE ONLY (Search results)	
Reports: ☐ Yes Number: *[See attached document(s)]* ☐ No Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME Janet Ostrom	ALIAS *(Previously used name(s))*
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS *(No., Street, City, State, ZIP)*	
DCS – INTERNAL USE ONLY (Search results)	
Reports: ☐ Yes Number: *[See attached document(s)]* ☐ No Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME TERESA CHERNOV	ALIAS *(Previously used name(s))*
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS *(No., Street, City, State, ZIP)*	
DCS – INTERNAL USE ONLY (Search results)	
Reports: ☐ Yes Number: *[See attached document(s)]* ☐ No Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
NAME Jenny VALENZUELA	ALIAS *(Previously used name(s))*
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS *(No., Street, City, State, ZIP)*	
DCS – INTERNAL USE ONLY (Search results)	
Reports: ☐ Yes Number: *[See attached document(s)]* ☐ No Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

(All fields must be completed, accurately and legibly, print or type only)

INDIVIDUAL'S INFORMATION	
NAME Anita Marie Yandra	ALIAS *(Previously used name(s))*
SOC. SEC. NO.	DATE OF BIRTH
ADDRESS *(No., Street, City, State, ZIP)*	
DCS – INTERNAL USE ONLY (Search results)	
Reports: ☐ Yes Number: *[See attached document(s)]* ☐ No Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

INDIVIDUAL'S INFORMATION	
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SOC. SEC. NO.	DATE OF BIRTH
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DCS – INTERNAL USE ONLY (Search results)	
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Reports: ☐ Yes Number: *[See attached document(s)]* ☐ No Date of Search:	
NAME OF PERSON COMPLETING SEARCH	SIGNATURE

DISQUALIFICATION ACTS

A person is disqualified from providing services to DCS clients in a direct service position if he/she is identified as the subject of the substantiated report for any of the following.

24 Child death due to alleged abuse or neglect, or suspicious death
25 Injuries requiring emergency medical treatment
27 Child age 24 months is shaken (shaken baby syndrome)
33 Untreated life threatening condition, Infant Doe, Non-organic FTT
37 Imminent harm to child under the age of six (6) due to lack of supervision by parent/caretaker
38 Neglect results in injury/illness requiring emergency medical treatment
39 Imminent harm to child due to health or safety hazards in living environment/exposure to the elements
40 Child diagnosed as suicidal by mental health professions, parent refused to allow treatment
41 Physical evidence of sexual abuse reported by a medical doctor or child reporting sexual abuse within the past seven days
42 Child reporting vaginal or anal penetration or oral sexual contact within past 72 hours and has not been examined
43 Abandoned, no parent willing to provide immediate care for a child and child is with a caregiver unable or unwilling to provide care now
45 Injuries may require medical treatment
46 P3 Injury to child under age six years
50 Living environment presents health or safety hazards to a child under the age of six
51 Sexual conduct/physical injury between children due to inadequate supervision
54 Sexual behavior within the past 8-14 days
55 Child diagnosed by mental health professional with behavior consistent with emotional abuse
56 Abandoned, no parent willing to care for a child, child with caretaker unable or unwilling to care for child less than one week
66 Significant developmental delays due to neglect
69 Attempted sexual behavior or sexual behavior, 14 days to three years r last occur unknown
72 Parent, guardian or custodian suggests or entices child to engage in sexual behavior, no touching
76 Use of child by parent, guardian or custodian for material gain
82 Parent, guardian or custodian sexually abused a child in past, now in home with a child
83 Attempted sexual behavior or sexual behavioral when last occurred more than three years
101 Death of a child due to neglect
111 Death of a child due to physical abuse or suspicious death
201 Physical abuse high risk
202 Physical abuse moderate risk
301 Neglect, high risk
302 Neglect, moderate risk
401 Sexual abuse, high risk
402 Sexual abuse, moderate risk
403 Sexual Abuse, low risk
404 Sexual Abuse, response 4
501 Emotion Abuse, high risk
502 Emotional abuse, moderate risk

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact your local office; TTY/TDD Services: 7-1-1. • Free language assistance for DCS services is available upon request. • Disponible en español en línea o en la oficina local.

DEPARTMENT OF CHILD SAFETY
STATE OF ARIZONA

Arizona Department of Child Safety

Douglas A. Ducey
Governor

Gregory McKay
Director

February 12, 2016

Helene Lopez
Gila County dba Gila Employment and Special Training
5515 S. Apache Ave., Ste. 200
Globe, AZ 85501

Re Tracking #: G5515

Dear Ms. Lopez:

As required by and in accordance with Arizona Revised Statute (ARS) § 8-804; Contractors, Subcontractors and Offerors are required to submit the "Request for Search of Central Registry for Background Check" form for each employee or prospective employee of the Contractor, Subcontractor or Offeror who provides **direct services** to children or vulnerable adults.

After conducting a search of the Child Protective Services (CPS) Central Registry for Employment listed on the above Tracking Number (or date submitted in the absence of a tracking number), **no employee submitted for background checks has a substantiated finding of child abuse or neglect on the Central Registry for Employment.**

Sincerely,

Lois Large

Lois Large
DCS Division of Business & Finance
Office of Licensing & Regulation, Background Investigation Unit

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact Norma Abbl (NAbbl@azdjc.gov) or 602.542.9257; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request.

Programa y Empleador con Igualdad de Oportunidades • Bajo los Títulos VI y VII de la Ley de los Derechos Civiles de 1964 (Títulos VI y VII) y la Ley de Estadounidenses con Discapacidades de 1990 (ADA por sus siglas en inglés), Sección 504 de la Ley de Rehabilitación de 1973, Ley contra la Discriminación por Edad de 1975 y el Título II de la Ley contra la Discriminación por Información Genética (GINA por sus siglas en inglés) de 2008; el Departamento prohíbe la discriminación en la admisión, programas, servicios, actividades o empleo basado en raza, color, religión, sexo, origen, edad, discapacidad, genética y represalias. El Departamento tiene que hacer las adaptaciones razonables para permitir que una persona con una discapacidad participe en un programa, servicio o actividad. Esto significa por ejemplo que, si es necesario, el Departamento tiene que proporcionar intérpretes de lenguaje de señas para personas sordas, un establecimiento con acceso para sillas de ruedas o material con letras grandes. También significa que el Departamento tomará cualquier otra medida razonable que le permita a usted entender y participar en un programa o en una actividad, incluso efectuar cambios razonables en la actividad. Si usted cree que su discapacidad le impedirá entender o participar en un programa o actividad, por favor infórmenos lo antes posible de lo que usted necesita para acomodar su discapacidad. Para obtener este documento en otro formato u obtener información adicional sobre esta política, contacto Norma Abbl (NAbbl@azdjc.gov) or 602.542.9257; Servicios de TTY/TDD: 7-1-1. • Ayuda gratuita con traducciones relacionadas a los servicios del DES está disponible a solicitud del cliente.

Division of Business & Finance
Office of Licensing & Regulation
Mailing Address: P.O. Box 6030, SC C010-20, Phoenix, AZ 85005-6030
Physical Location: 3003 N. Central Ave. 20th Floor, Phoenix, Arizona 85005
Direct Voice Line (602) 255-2895 • Fax (602) 265-3993 • Email: LLarge@azdes.gov

J-119 DSA (11/2015)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Information Risk Management,
3443 North Central, Site Code 829Z
Phoenix, Arizona 85012
Phone: (602) 771-2676 · Fax: (602) 364-0481

DATA-SHARING REQUEST/AGREEMENT

BETWEEN

REQUESTING ENTITY:

Gila County dba Gila Employment & Special Training
(DES Division/Administration/Program/Office Name or External Organization Name)

AND

DATA MANAGER: ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Rehabilitation Services Administration

(Division/Administration/Program/Office Name)

DSA Effective Date: _____ **Contract Start Date:** 07/01/2016 **Contract Max End Date:** *(If applicable)* 06/30/2021	**DSA Agreement No.:** _____ **Contract No:** _____ **UID:** _____

Equal Opportunity Employer/Program
This document available in alternative formats by contacting: (602) 771-2670.

Agreement No.: _____

SECTION I. REQUEST *(Completed by Requesting Entity)*

Use attachment if necessary

1a. PURPOSE OF THIS REQUEST (*What information is being requested and why? How will it be used? Define Business need. Give details/specifics.)*

1b. INFORMATION TECHNOLOGY AND CONNECTIVITY TYPE (*vpn, DVD, citrix, Mainframe, etc; or some other alternative way of accessing application / data?) Select all appropriate and explain in detail Below:* ☐Citrix ☐ VPN-Client ☐MainFrame ☐ Secure-FTP ☒Secure-Email ☐ Other

1c. INFORMATION TYPE BEING ACCESSED (*personal indentifiable information, FBI, SSA, HIPPA , define)*

1d. WILL THIS INFORMATION BE RETAINED?

☐Yes ☐No If Yes, where and how?:

PLEASE SELECT THE TYPE OF INFORMATION REQUESTED AND SPECIFIC FIELDS

☐HIPPA ☐ PCI ☐ PHI ☐ PII ☐Full name ☐Home address ☐SSN or National Identification number ☐Vehicle registration plate
☐Driver's license# ☐Fingerprints ☐Credit card numbers ☐Digital identity ☐Date of birth ☐Birthplace ☐Gender/race
☐Health/ Medical records ☐Wage/Tax info ☐Telephone number ☐Criminal record ☐Medical Benefits eligibility records

The requester enters all information required for successful communication between the requesting entity and the DES IT Staff.

Contact Name (1): Helene Lopez	Phone: (928) 425 7631 ext 8664
Contact Name (2):	Phone: ( ) -
Contact Address: 5515 S. Apache Ave Suite 200 Globe, AZ 85501	
Contact (1) E-Mail Address: hlopez@gilacountyaz.gov	Contact (2) E-Mail Address:
Contact Fax No: (928) 425-9468	

Agreement No.: _____

SECTION I. (cont.) ***REQUEST (Completed by Requesting Entity)***
Use attachment if necessary

2. CITE LAW, REGULATION, DIRECTIVE OR OTHER BASIS FOR THIS REQUEST

3. WILL OTHER ENTITIES INTERFACE/ WORK WITH YOUR ORGANIZATION?
☐Yes ☐ No If Yes, identify entity and reason(s):

4. WILL IINFORMATION BE DISCLOSED/SHARED WITH ANOTHER ENTITY/ORGANIZATION?
☐ Yes ☐ No If Yes, identify the entity/Organization and reason(s) for disclosure:

5. WILL DES DATA BE STORED IN ANY FORM OF (DATABASES, FILES, TAPES, PAPER COPYS, ETC.) WILL DATA BELONGING TO DES BE STORED IN A SECURE SPECIFIED ON-SITE LOCATION?
☐Yes ☐ No If Yes, identify where, what type of data and how the data is to be stored, and for how long?

6. WHAT ARE THE SAFEGUARDS IN PLACE TO GUARD AGAINST UNAUTHORIZED ACCESS/DISCLOSURE OF THE INFORMATION; ACCESS CONTROL PARAMETERS, ROLE BASED ACCESS, ETC . ☒Computers are stored in Secure ☒Encryption ☒ Secure Physical Location ☑ Locked File Cabinet ☒ 8 Characters or more Password location ☒ Role based Access Permissions/Need to know

6a. IF AN INFORMATION BREACH SHOULD OCCUR, WHAT ARE YOUR PROCESSES AND PROCEDURES TO ADDRESS THIS? (SEE SECTION II, #6)

7. HOW WILL THE INFORMATION BE PRESENTED FOR USE? WILL THE INFORMATION BE POSTED, DIGITALLY COPIED, APPLICATION, ETC?

8. HOW WILL THIS INFORMATION BE DISPOSED OF WHEN NO LONGER NEEDED? SEE RETENTION POLICY.

PRINT NAME AND TITLE OF AUTHORIZED CONTACT	PHONE NO. (928) 425 7631 FAX (928) 425- 9468 E-MAIL hlopez@gilacountyaz.gov		DATE
Helene Lopez / Program Manager			2-10-16
MAILING ADDRESS/SITE CODE	CITY	STATE	ZIP CODE
5515 S. Apache Ave Suite 200	Globe	AZ	85501

Agreement No.: _____

SECTION II. STIPULATIONS REGARDING THE USE OF INFORMATION

STIPULATIONS APPLICABLE TO THE REQUESTING ENTITY:

1. Disclosure of the data provided to the Requesting Entity is not permitted unless specifically authorized.
2. Repackaging or redistribution of data or screens, or creation of separate files will not be permitted unless specifically authorized.
3. The data shall be used only to assist in legal valid business needs as stated in Section I, item 1a of this Agreement.
4. All data shall be stored in a physically secure logically encrypted facility/system following the physical security regulations and standards based on the type of data appropriate and related standards. HIPPA / PHI / PII / PCI/ PUB-1075 etc.
5. All data in electronic format shall be safeguarded and stored, processed and monitored so that unauthorized persons cannot compromise the information.
6. DES shall be notified with in **24hrs** when an information breach occurs. Notification must be in accordance with timelines based on State and Federal law.
7. Only authorized staff will be given access to accomplish the purpose(s) specified in Section I, item 1a of this Agreement.
8. Staff shall view, read or attend an authorized data security awareness training class, where they will be instructed on confidentiality, privacy laws and penalties imposed when there in any non compliance. All staff with access to DES systems and/or applications must complete an annual recertification security awareness training class as scheduled by DES.
9. A **Request for Terminal Access and/or other Activity (J-125)** shall be used to request specific access for each authorized staff member and must be signed by the staff supervisor or designee.
10. All authorized staff are required to sign a **User Affirmation Statement (J-129),** as a condition for using requested data. This affirmation statement must be resigned at three (3) year intervals as scheduled by DES.
11. Any changes requiring additional access or removal of access as, shall be reported promptly to the respective data security analyst.
12. Federal and state audit and data security personnel may have access to offices and records of the requesting entity to monitor or verify compliance with this Agreement.
13. This Data-Sharing Agreement will remain in effect for 10 years from the effective date unless otherwise stipulated in Section III or overridden by the Contract, a Memorandum of Understanding or an InterAgency Agreement. If duration is overridden by another document, please reference the document in Section III.
14. Upon Contract Termination, Media Sanitization procedures shall be adhered to in accordance to Arizona Statewide Policy – P8250 v 1.0 - The Business Unit shall sanitize digital and non-digital information system media containing Confidential information prior to disposal, release of organizational control, or release for reuse using defined sanitization techniques and procedures in accordance with the Media Protection Standard S8250. [NIST 800-53 MP-6] [HIPAA 164.310(d)(2)(i)] [HIPAA 164.310(d)(2)(ii)] [IRS Pub 1075]
15. All DES Contracts retention terms and conditions will be adhered to as written unless otherwise stated on DES Retention Policy ((DES 1-37-12-(01)(02)(03)) is applicable.
16. Requesting entity is responsible for all costs and licenses associated with securely connecting to DES and for maintaining confidential standards.

STIPULATIONS APPLICABLE TO PROVIDER:

1. DES will use the Requesting Entity employee identifying information solely for the purpose of establishing access.
2. Only authorized DES employees will have access to requesting agency employee data.
3. In accordance with applicable federal, state, and/or local privacy regulations, DES will protect all information collected from the Requesting Entity.

STIPULATIONS APPLICABLE TO HIPAA – HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT:

1. All staff shall attend an authorized HIPAA awareness training class, where they will be instructed on confidentiality, privacy, information safeguards and penalties imposed when compliance is breached.
2. If applicable, a "Business Associate Contract" [45 CFR 164.502(e), 154.504(e). 164.532(d) & (e)] on file and it will be attached to this data sharing agreement as an addendum.

STIPULATIONS APPLICABLE TO Division Data Owners:

1. DES Division Security Rep shall verify external or internal requesters and submit service desk ticket (SD) and attach the received **(J-125 from external customers only)** and process account. SD ticket must contain DSA# and all contents of attached J-125 in the SD summary field. DES Division Security Reps shall monitor and manage all accounts which have access to their data or with who this DSA in partnership.

Agreement No.: _____

SECTION III. ADDITIONAL INFORMATION

TERMINATION OF AGREEMENT ONLY:

a. Information will be returned based on Contract terms and conditions. ☐Yes ☐No
b. Information will be truncated (erased/deleted). ☐Yes ☐No
c. Information in physical form shall be shredded. ☐Yes ☐No
d. All of the above. ☐Yes ☐No

External Agency POC: Print Name Signature _____	PHONE NO. ( ) -	DATE

SECTION IV (A). RECOMMENDATIONS *(Completed by the data managing program / DATA OWNER)*

☐ Recommend **APPROVAL**
☐ Request is not recommended for approval.

Print Name Signature _____	SITE CODE	PHONE NO. ( ) -	DATE

SECTION IV (B). PRIVACY RECOMMENDATIONS *(Completed by the Division HIPAA or PRIVACY OFFICER)*

☐ Recommend **APPROVAL**
☐ Request is not recommended for approval.

Print Name Signature _____	SITE CODE	PHONE NO. ( ) -	DATE

SECTION IV (C). DES ENTERPRISE SERVICE DELIVERY *(Completed by: DTS* SERVICE DELIVERY MANAGER)

☐ Recommend **APPROVAL**
☐ Request is not recommended for approval.

Print Name Signature _____	SITE CODE	PHONE NO. ( ) -	DATE

Agreement No.: _____

SECTION V. APPROVAL *(Completed by the requesting entity and the data managing program)*

I attest to the correctness of the information provided in Section I and agree to the stipulations and costs if any listed in Section III. I agree to comply with all provisions of the DES Data Security Policy. If any violations of the DES Data Security Policy occur, this Agreement may be terminated. I further understand that DES will periodically review the terms of the Agreement to ensure it conforms with DES Policies and Procedures. In the event changes in either federal or state law or regulations occur that conflict with the terms of the Agreement or render the terms of the Agreement void, impracticable, or otherwise impossible, this Agreement will terminate immediately. A new Agreement or an amendment to the existing Agreement will be initiated to provide for any changes that cannot be accommodated within the provisions of the existing Agreement. The Requesting Entity shall hold harmless and indemnify the State of Arizona and its Department of Economic Security for any liability resulting from acts or ommissions attributable to the Requesting Entity.

IN WITNESS HERETO, the PARTIES have executed this Agreement by signature of their duly authorized officials:

For the Requesting Entity: ***(Completed by Requesting Entity)***

Entity Name: Gila County dba Gila Employment & Special Training

Print Signatory Name: Michael A. Pastor

Title: Chairman, Board of Supervisors

Signature: _____

Date: _____

For the Department of Economic Security: ***(Completed by the data managing program)***

Entity Name: _____

Print Signatory Name: _____

Title: _____

Signature: _____

Date: _____

SECTION VI. APPROVAL *(Completed by Information Risk Management)*

This signed Agreement meets all requirements necessary to permit the controlled sharing of the DES data while simultaneously providing for the protection of the data. I certify that:

☐ **THIS AGREEMENT CONFORMS to DES Information Security Policy** [DES 1-38-0006].

☐ **THIS AGREEMENT DOES NOT CONFORM to the DES Information Security Policy. Implementation of this Agreement cannot proceed until the following action is taken:**

_____	**DES Chief Information Security Officer**	_____
(Signature)	*(Title)*	*(DATE)*

ROUTING INSTRUCTIONS for J-119

DATA SHARING AGREEMENT BETWEEN DES ENTITIES:

1. Section I, II and III are completed, contact information is provided and the document is signed by the requesting Division or Program Assistant Director, Program Administrator, or designee. The requesting entity Division or Program Security Analyst sends the document to the Data Managing Division/Program Security Analyst. The DSA/PSA from the Data Managing Division/Program will complete Section III and the recommendation in Section IV. If applicable, the Division HIPAA Privacy Officer will complete the recommendation in Section IV. Reason must be given if request is not recommended for approval. Section V is signed and dated by the Data Managing Assistant Director, Program Administrator or designee.

   EXCEPTION: All DERS UI Data Sharing Agreements will follow their own established process.

2. The data managing Division/Program Security Analyst forwards the Agreement to the Enterprise Delivery Team for signature and approval of Information technology connectivity. Enterprise service delivery team sends DSA back to the Division/Program security team for final signatures. The Agreement is signed, and dated by the Information Security Administrator. The original Agreement is sent back to the Division/Program entered into the tracking list. The Agreement is scanned PDF to the network share, for all data sharing agreements. DSA is not final until fully signed by all parties.

NOTE:
When the agreement is modified during the approval process, both entities must review the modifications and re-sign/date the document.

DATA-SHARING AGREEMENT BETWEEN DES AND AN EXTERNAL ENTITY:

1. Section I, II and III are completed by the requesting entity, contact information is provided and the document is signed by the requesting entity and Division or Program Assistant Director, Program Administrator, or designee. The Division or Program Security Analyst sends the document out for signatures. If applicable, the Division HIPAA Privacy Officer will complete the recommendation in Section IV. Reason must be given if request is not recommended for approval. Section V is signed and dated by the requesting entity administrator and Data Managing Assistant Director, Program Administrator or designee.

2. **EXCEPTION:** All DERS UI Data Sharing Agreements will follow their own established process.

3. The data managing Division/Program Security Analyst forwards the Agreement to the Enterprise Delivery Team for signature and approval of Information technology connectivity. Enterprise service delivery team sends DSA back to the Division/Program security team for final signatures. The Agreement is signed, and dated by the Information Security Administrator. The original Agreement is sent back to the Division/Program entered into the tracking list. The Agreement is scanned PDF to the network share, for all data sharing agreements. DSA is not final until fully signed by all parties.

NOTE:
When the Agreement is modified during the approval process, both entities must review the modifications and resign/date the document.

DATA SHARING AGREEMENT WITH INTERNAL (if applicable) EXTERNAL CONTRACTS BETWEEN ENTITIES PROCEDURES: STEP BY STEP

1. From the Contracts Division for which the Contract has been originally created, the authorized Contracts person shall contact the Security Representative from the specific Agency for which the Contract was created, notify that a Data Sharing Agreement (DSA) is needed and being requested and a copy must be sent to the Security Representative to start the process of creating a DSA.
    a. **NOTE: A DSA request will not be honored without a valid Contract (number) (*if applicable*) accompanying the DSA.**

2. Any external Contracts agreed upon by DES that include the sharing of information require a J-119 - Data Sharing Agreement (DSA). The normal longevity of the J-119 DSA is 10 years. The newly agreed upon Contract terms and conditions supersedes the longevity of the DSA length of 10 years to align with the Contracts terms, conditions, and longevity.

    a. Example: If a newly accepted Contract of 2 years needs a DSA, the DSA will align with the Contracts longevity of 2 years. A DSA is created.
    b. If at the end of the 2 years the contract is renewed for 1 more year, then the contract's personnel shall inform the Agency's Security Team of the contract extension. Agency's Security Team will update the DSA tracking database to reflect the contract extension. The DSA can be renewed every year(s) up to 10 years (the total lifecycle of a DSA) before a new DSA is created.

        i. J-119A (Amendment Form) is required when additional access to other information not stipulated in the original DSA is being requested. For any extentions/changes of a DSA along with the following requirements:
            1. J-119A must document the changes to the original DSA.
            2. J-119A must document the new Contract Number.
            3. Document any and all changes made on the renewed Contract that involve terms and conditions in the sharing of information.
            4. Assign an agreement number to the DSA and put the Contract number on the first page of the DSA (preferably typed).
            5. DSA with other hand written notes, directions, alterations and scratch offs will not be accepted by IRM.
            6. Security Representative will enter all data into the DSA Database and will select status field "pending signatures to IRM."

        Words of CAUTION:
            a. Security Representative that has created the DSA will have to reproduce the DSA once again to be compliant, no exceptions.
            b. A DSA that is attached to a Contract will not be approved by IRM without a valid contract number.

3. When the Security Representative has completed all the applicable/signatures, the DSA agreement is enterd into the Data Security Warehouse Database by the Security Representative with a status of "Pending-IRM Approval." Afterwards the DSA agreement is sent to IRM, to DES Information Security Administrator, 1720 W. Madison St., Phoenix, AZ 85007 (Site Code 829Z), for final review and approval. The agreement is then signed and dated by the Information Security Administrator.

4. The original agreement is filed in the DES Data Managing Division/Program and the IRM Security Representative confirms all data in the DSA database. The Agreement is not final until signed by the IRM Security Representative, the DES Executor, and the Requesting Entity(s).

5. A final digital copy of all signatures of essential personnel mentioned above is required to IRM for IRM Security Administrator to change the DSA to ACTIVE with in the database.

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

ARF-3673 **Regular Agenda Item** **3. C.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted For:	Michael O'Driscoll, Director	Submitted By:	Josh Beck, EM, PHEP Manager
Department:	Health & Emergency Services	Division:	Health Services
Fiscal Year:	FFY 2016-2017	Budgeted?:	Yes
Contract Dates Begin & End:	10/1/16 to 9/30/17	Grant?:	Yes
Matching Requirement?:	Yes	Fund?:	Renewal

Information

Request/Subject

Arizona Department of Emergency Management 2016 Application for Emergency Management Performance Grant Funds

Background Information

The Emergency Management Performance Grant (EMPG) Program will provide a total of over $350 million to qualified and successful governmental agency applicants which are chosen to build and sustain core capabilities across the prevention, protection, mitigation, response and recovery mission areas to bolster emergency preparedness for all hazards at all levels of government. Applications are due no later than April 24, 2016.

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

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

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

Evaluation

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

This year's priorities include: 1) completing the update of the Multi-jurisdictional Hazard Mitigation Plan, 2) further developing the tactical interoperability plan, 3) continuing the process of stakeholder engagement towards a Continuity of Operations Plan, and 4) continued implementation of the Everbridge community wide mass notification system.

Conclusion

If grant funds are awarded as a result of this application, it will allow the Gila County Division of Health and Emergency Services additional funding to improve its response and recovery activities through implementation of emergency response plans, communications and emergency operations center coordination during and after emergencies.

Recommendation

It is the recommendation of the Health and Emergency Services Division Director that the Board of Supervisors approve our application for the Arizona Department of Emergency Management Emergency Management Performance Grant in the amount of $190,000 with a General Fund match of $110,000 and a soft match of volunteer hours of $80,000 for the period of 10/1/16 to 9/30/17.

Suggested Motion

Information/Discussion/Action to authorize the electronic submittal of the Arizona Department of Emergency Management 2016 Application for Emergency Management Performance grant funds in the amount of $190,000 with a General Fund match of $110,000 and a soft match of volunteer hours of $80,000 for the period of October 1, 2016, to September 30, 2017, which, if approved, will enable the Health and Emergency Services Division to continue to provide and improve its response and recovery activities through implementation of emergency response plans, communications, and emergency operations center coordination during and after emergencies.
(Michael O'Driscoll)

Attachments

2016 EMPG Application

Federal Fiscal Year 2016
Arizona Division of Emergency Management

Application for Emergency Management Performance Grant Funds

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

Date Submitted: 03/09/2016	Type of Applicant: [X] County [ ] Tribe [ ] State [ ] Other:	Catalog of Federal Domestic Assistance Number: **97-042**
Date Received by State:	APPLICANT INFORMATION	
Legal Name/Jurisdiction: **Gila County**	DUNS #:183011634	Congressional District:1,4
Total Amount Requested: $380,000	Employer Identification # 86-6000444	Legislative District: 6,7,8
Name of person to be contact on matters involving the application (include area code): Todd Whitney		Telephone Number: 928-200-3424
Address: (include city, state, and zip code 5515 S. Apache Avenue Suite 400 Globe, AZ 85501		Email: twhitney@gilacountyaz.gov
Programmatic Contact Name: Josh Beck		Telephone Number: 928-200-6796
Address: (include city, state, and zip code 5515 S. Apache Avenue Suite 300, Globe AZ 85501		Email: jbeck@gilacountyaz.gov
Financial Contact Name: (if different than above) Debbie Blevins		Telephone Number: 928-402-4333
Address: (include city, state, and zip code) 5515 S. Apache Avenue Suite 300 Globe, AZ 85501		Email: dblevins@gilacountyaz.gov

DETAILED BUDGET TOTALS

	Category	Total Cost	Total Federal Contribution	Total Non-Federal Contribution
A.	Personnel/Fringe	$290,000	$105,000	$185,000
B.	Travel	$15,000	$15,000	0
C	Equipment =>$5000.00			
D	Supplies	$2,000	$1,000	$1,000
E	Contractual	$40,400	$36,400	$4,000
F	Other	$32,600	$32,600	$0
G	Indirect			
	Totals	$380,000	$190,000	$190,000

Authorization to Submit Application:

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

Michael A. Pastor	Chairman BOS	Telephone Number:
Signature of Authorized Representative: Michael A. Pastor		Date Signed: 4-5-2016

A. Personnel

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

Position Title	Annual Salary	Annual Fringe Benefit	% of Time Devoted to Emergency Management	Non-Federal Match	Federal Match
EM/ PHEP Manager	$61,000	$23,000	0.5 FTE	$21,000	$21,000
Financial Analyst	$38,000	$15,200	0.5 FTE	$13,300	$13,300
Executive Admin Assistant	$42,000	$16,800	100%	$29,400	$29,400
Communications Specialist	$59,000	$23,600	100%	$41,300	$41,300
In-kind	$80,000	0	100%	$80,000	$0
			Total Personnel	**$185,000**	**$105,000**
			Total Federal Contribution		
			Total Non-Federal Contribution		

- Personnel funded by EMPG funding must participate in three annual HSEEP-compliant exercises of any type (i.e. discussion –based or operations-based) identified. Participation must be documented and submitted to ADEM prior to final reimbursement for personnel expenditures.
- Personnel funded by EMPG funding must also meet or show consistent progress towards meeting the training requirements as outlined on Page 28 of the EMPG Notice of Funding Opportunity.
- Personnel funded by EMPG funding will be required to submit a quarterly Time and Effort Reporting (TER) form along with their reimbursement request. The TER should document a minimum of one week's activity for all EMPG-funded personnel with the quarter being submitted for reimbursement.
- Organizational Chart must be included with the application.
- Position responsibilities for all listed EMPG funded personnel must be included with application (if not previously provided).

Briefly describe Personnel expenditures, including the method used to code or track funded staff time spent on emergency management activities charged to the grant and/or used to meet local match requirement.

The EM/PHEP manager handles the day to day programmatic duties for the EMPG grant. Financial Analyst coordinates all fiscal reporting for this grant. The Executive Administration Assistant and Communications Specialist completes the everyday deliverables of the EMGP grant. In Kind match hours include the training, exercise and other staff volunteer hours supporting EMPG.

B. TRAVEL

Briefly list the anticipated expenditures in the travel category, including any pre-identified conferences or meetings you are scheduled to attend. You do not need to itemize each one out; categories (i.e. regional planning meetings) will be sufficient.

International Travel Yes / No	Travel Description/Category	Anticipated Cost

NO	Everyday regional planning meeting travel expenses	8,000
NO	PERRC/ Conference	$3000
NO	AESA Conference	$1,000
NO	IAEM Conference (Savannah, GA)	$3,000
	Total Travel	**$15,000**
	Total Federal Contribution	**$15,000**
	Total Non-Federal Contribution	**$0**

Note: All International Travel using EMPG funding requires pre-approval from FEMA Region IX. Requests should be sent to DEMA at least 45 days prior to travel to ensure the request is sent to FEMA and approved prior to the international travel.

Briefly describe Travel expenditures:
In State: Mileage is based on average mileage expenditures for daily work from 2010-2014 as a reference point. Mileage is used to support 3.0 FTE for personal vehicles to attend trainings, conferences and exercises in state, as well as grant related networking and relationship development with other EMPG response agencies.
The PERRC Conference will be attended by one member of Emergency Management to continue networking with nationwide colleagues in the country and staying informed in the preparedness and other topics. AESA- statewide educational regional conference in Arizona. The IAEM conference will provide one member of EM the training and continued networking with National colleagues in many facets of emergency management.

C. Equipment

List all non-expendable equipment to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year and a cost per item of over $5,000. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items. A list of equipment eligible under the EMPG program and the AEL categories can be found at: http://beta.fema.gov/authorized-equipment-list

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

- All equipment purchased with EMPG funding will require inventory tracking and is subject to monitoring by DEMA/FEMA personnel.
- All communications equipment purchased with EMPG funding must adhere to SAFECOM Guidance.

Briefly explain what equipment will be purchased, including why the equipment is necessary, and what funds will be utilized to sustain the equipment:

D. Supplies

Generally, supplies include any materials that are expendable or consumed during the course of a year and cost less than $5,000 for a single item. List items by type (office supplies/copying paper, postage, training materials, etc.) and show the basis for computation (if applicable). These supplies should be used in support of and implementation of the EMPG-eligible actions and activities conducted by your jurisdiction.

Item description	Total Cost
Training materials	$1,000.00
Office Supplies (ie paper, postage)	$1,000.00
Total Supplies	$ 2,000
Total Federal Contribution	$1,000
Total Non-Federal Contribution	$1,000

Briefly describe Supplies expenditures: Supplies will consist of miscellaneous training materials to support classroom activities and various supplies such as paper, postage, pens and other consumables.

E. Contractual/Consultants

EMPG-eligible services may be contracted to support planning, training, and/or exercise activities. Contractual services includes the hiring of part-time or full-time temporary employees to work on specified projects but not included as part of you jurisdictional budget. All contractual services purchased with EMPG funding will require a clear, EMPG-eligible scope of work prior to the work start date.

Description of Service	Name of Organization	Number of Hours	Cost Per Hour	Cost = (Number of hours X Cost Per Hour)
Community Notification	EVEBRIDGE	1	1	18,000
Plan Review and Update	MJHMP (Contract Pending)	1	1	10,000
Plans Management	TBD	1	1	6,000
Mapping	ESRI	1	1	6,400
			Total Contractual	**$40,400**
			Total Federal Contribution	**$36,400**
			Total Non-Federal Contribution	**$4,000**

All contractual services must adhere to proper local, state, and federal procurement procedures. For reference, please see 2 CFR 200.318

Briefly explain what contractual services will be procured, including what procurement method will be used, why the service is necessary, and how they support your priorities and initiatives as identified in Item #1 above.
Everbridge is a community notification management tool that is currently deployed in Gila County. ESRI is a mapping platform that is already in process in Gila County. Both have been already been through the procurement process and in service at this time. The MJHMP and plans management projects will be awarded in accordance with Gila County procurement policies through the open bid process.

F. Other Costs

Please list any other items or services that do not fall under the above listed categories. This typically includes items that are non-consumable and have a per-unit cost of under $5,000. Examples include fuel for vehicles/EOC generators, fleet services, cell phones, etc.

Description of Cost	Number of Units	Cost Per Unit	Total Cost
Fleet services			$15,600
Utilities/ Electric			$2,000
Communications/ telephone			10,000
Satellite phones			$3,000
Konica-Minolta printer			$1,000
Go-To Meeting			$1,000
		Total Other	**$32,600**
		Total Federal Contribution	**$32,600**
		Total Non-Federal Contribution	**$0**

Briefly explain what other costs will be incurred, including why they are necessary, and how they support your priorities and initiatives as identified in Item #1 above.
Fleet services will consist of monthly rental, maintenance and fuel of the EM vehicle. The utilities expenditures will consist of radio towers communications systems, the communications / telephone cover the costs of phones and internet in the EOC, phone lines, county internet, and Verizon cellular phones and data services (mi-fi's). Satellite phone costs cover the redundant services of Sat. phones for the mountainous regions on Gila County in the event of a fiber optic cable interruption. The Konica-Minolta printer covers the costs of the EOC dedicated printer and maintenance. Go-to meeting is the conference line capabilities for the EOC meetings and regional business support.

G. Indirect Costs

Indirect costs are allowable under the EMPG program as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award. If no rate is established, agencies are eligible for the de minimus rate of 10% of personnel/fringe, travel, supplies, contractual services, and other costs; **equipment cost are NOT included**.

Select one of the following: Number of Units	Rate	Total Indirect Cost

[ ] Our jurisdiction has an approved indirect cost rate agreement with our cognizant Federal agency to charge indirect costs to this award.*		
[ ] Our jurisdiction does not have an approved indirect cost rate agreement and would like to claim the de minimus 10% of personnel/fringe, travel, supplies, contractual services, and other costs as found in this application.	10%	
Total Indirect Costs		**$0**
Total Federal Contribution		**$0**
Total Non-Federal Contribution		**$0**

*If your agency has an approved indirect cost agreement, you **MUST** include a copy of it with this application.

Narrative:

1. **Provide a brief description of your jurisdiction's emergency management priorities and initiatives that will be addressed with these EMPG funds. Please also outline how expenditures will address/support gaps identified in the THIRA/SPR and/or County/Tribal hazard and risk assessment:** Continue the rollout **of the Everbridge community notification project county-wide, conduct the review and rewrite of the MJHMP for Gila County, and complete an exercise to support the development of the Continuity of Operations plan for Gila County. Complete the PSAP/ regional hospital and EOC communications connections using the EM VHF radio system. Complete quarterly communications drills throughout the region for redundant communications.**

1a. Which Core Capabilities will your projects primarily address? Please choose 3 from the list found at:https://www.fema.gov/core-capabilities:

1. .PLANNING
2. .OPERATIONAL COORDINATION
3. .PUBLIC INFORMATION AND WARNING

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

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

3. **Standard Assurances**
   a. Has your EOP been updated within the last 2 years? [XX] Yes [ ] No
      If yes, date: [3/2016] If no, date when you anticipate it will be completed: [ ]
   b. Our plan is in accordance with CPG-101 v.2: [XX] Yes or [ ] No. If No, provide explanation:

c. Did your agency participate in the development of the State's annual Threat and Hazard Identification and Risk Assessment (THIRA)? [**X**] Yes or [ ] No. If No, how will your agency accomplish this requirement and when?

d. Does your agency establish and maintain compliance with the National Incident Management System (NIMS) requirements?[**X**] Yes [ ] No

e. Does your agency develop a multi–year Training and Exercise Plan (TEP) and/or participate in the state multi-year Training and Exercise Plan Workshop (TEPW)? [**X**] Yes [ ] No. If No, how will your agency accomplish this requirement, and when?

4. **Cost Match Criteria**

a. A cost match is required under the program. The Federal share that is used towards the EMPG Program budget shall not exceed 50 percent of the total budget. The subrecipient must equally match (cash or in-kind) the Federal contribution pursuant to Section 611(j) and 613 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. No. 93-288), as amended, (42 U.S.C. §§ 5121-5207). Unless otherwise authorized by law, Federal funds cannot be matched with other Federal Funds. FEMA administers cost matching requirements in accordance with 2 CFR 200.306. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

Briefly describe how your agency intends to match the award here: The majority of the award is a direct county general fund match, while the in-kind services will be collected as non-EMPG personnel and volunteers hours dedicated in-Kind match hours include the training, exercise and other staff volunteer hours supporting EMPG projects and goals.

5. **Procurement and Administrative Policies and Procedures:** Verification of internal control over and accountability for all funds, property and other assets. Source: 2 CFR 2015.21(b)(3), Equipment Management Procedures: 2 CFR 215.34(f)(1), 2 CFR 215.51, Written Travel Policy: 2 CFR 220 App A.53, 2 CFR 200 App A. D(3)(f), 48 CFR 31.205-46. These policies should be readily available for review at the time of a monitoring visit or upon request.

a. Please provide a link to your agency procurement policy here, or:

b. You may also provide a copy of your current procurement policy with the application.

Complete, scan and submit the EMPG Application with required supporting documentation to Diane Fernandez, EMPG Grants Coordinator at Diane.fernandez@azdema.gov not later than April 10, 2016.

Mailing Address:
Arizona Department of Emergency and Military Affairs
Division of Emergency Management
Grants Administration Section
5636 E McDowell Road, Bldg 5101
Phoenix, AZ 85008

EMPG Programmatic Contacts	EMPG Financial Contacts
Will Schulz **Assistant Director, Grants Administration** Will.schulz@azdema.gov Office: 602-464-6310	Renee Dudden **Resource Manager, Finance Administration** Renee.dudden@azdema.gov Office: 602-267-2730
Diane Fernandez **EMPG Programmatic Coordinator** Diane.fernandez@azdema.gov Office: 602-464-6268	Nicole Elmer **Financial Grants Coordinator** Nicole.elmer@azdema.gov Office: 602-267-2762

ARF-3627 **Regular Agenda Item** **3. D.**

Regular BOS Meeting

Meeting Date: 04/05/2016

Submitted For: Steve Sanders, Director

Department: Public Works Division: Engineering

Information

Request/Subject

Adoption of Resolution No. 16-04-02 authorizing the disposal of a portion of W. Cocopah Lane, which is an unnecessary public roadway, and authorizing the Chairman to sign the Quit Claim Deed deeding a portion of W. Cocopah Lane to Janet Mielke.

Background Information

During the regular meeting of the Gila County Board of Supervisors held on March 15, 2016, the Board accepted a bid in the amount of $52 from Janet Mielke for the purchase of a portion of W. Cocopah Lane located in Geronimo Estates Unit One, Payson.

Evaluation

The bidder has met all the requirements of the current Gila County policy on abandonment of roadways in Gila County.

Conclusion

The next and final step in the process is for the Board of Supervisors to adopt a resolution which authorizes the disposal of a portion of W. Cocopah Lane, and the Chairman's signature on the Quit Claim Deed deeding the abandoned roadway to Janet Mielke.

Recommendation

It is the recommendation of the Public Works Division Director that the Board of Supervisors adopt Resolution No. 16-04-02.

Suggested Motion

Information/Discussion/Action to adopt Resolution 16-04-02 authorizing the disposal of an unnecessary public roadway being a portion of W. Cocopah Lane, Geronimo Estates Unit One in Payson, Official Map No. 241, Gila County Records; and the Board of Supervisors' Chairman to execute and deliver in the name and under the seal of the County of Gila, a Quit Claim Deed conveying the abandoned roadway to Janet Mielke.

(Steve Sanders

Attachments

Resolution No. 16-04-02

Quit Claim Deed

RESOLUTION NO. 16-04-02

A RESOLUTION APPROVING THE DISPOSAL OF AN UNNECESSARY PUBLIC ROADWAY BEING A PORTION OF W. COCOPAH LANE, GERONIMO ESTATES UNIT ONE, AS SHOWN ON OFFICIAL MAP NO. 241, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA, AND AUTHORIZING THE CHAIRMAN'S SIGNATURE ON THE QUIT CLAIM DEED CONVEYING SAID ROADWAY TO JANET MIELKE.

WHEREAS, Janet Mielke is owner of the land adjoining that parcel of land herein described; and

WHEREAS, it has been determined that the disposal of said parcel of land will not leave any property without access to public roads and streets of Gila County, is no longer necessary for public use, and the same should be granted; and

WHEREAS, it is in the best interest of the County of Gila to be relieved of the obligation to maintain said parcel of land.

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

Section 1: That the portion of land described herein and constituting a portion of W. Cocopah Lane as shown on Official Map No. 241, Gila County Records, Gila County, Arizona, is hereby disposed, vacated and abandoned, subject, however, to all existing water, gas and utility easements now existing on said parcel of land.

Section 2: That the Chairman of the said Board of Supervisors, be, and he is hereby authorized, empowered and directed to make, execute and deliver in the name and under the seal of the County of Gila, a quit claim deed conveying Janet Mielke as owner of the adjacent property, that parcel of land hereinbefore described, and to cause said deed to be attested and the seal of the said County of Gila to be affixed thereto by the Clerk of the said Board of Supervisors.

The quit claim deed and legal description are attached for informational purposes only and will be recorded as separate documents.

PASSED AND ADOPTED this 5th day of April 2016, at Globe, Gila County, Arizona.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____	_____
Marian Sheppard, Clerk	Michael A. Pastor, Chairman

Approved as to form:

_____
Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

When recorded return to:

Gila County Public Works Department
745 N. Rose Mofford Way
Globe, AZ 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Fifty-two Dollars ($52.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC,** does hereby release, remise, and forever quitclaim to **JANET A. MIELKE as Trustee of The Mielke Family Trust U/A/D June 19, 1998**, the Releasee, all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2016

Approved: Attest:

_____ _____

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Clerk of the Board, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires: _____
Notary Public

EXHIBIT "A"
VACATION DESCRIPTION
Portion of Cocopah Lane (Formerly Arrowhead Drive)
Adjacent to Lot 14,
GERONIMO ESTATES UNIT ONE, Plat Map No. 241

Gila County Public Works **September 29, 2015**
Job No. GC2015-18

A parcel of land being a portion of Cocopah Lane (formerly Arrowhead Drive), as shown on GERONIMO ESTATES UNIT ONE, Official Plat Map Number 241, Gila County Records (G.C.R.), lying within Section 20, Township 11 1/2 North, Range 10 East, Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows;

BEGINNING at the most northerly corner of Lot 14 of said GERONIMO ESTATES UNIT ONE as shown on Record of Survey-Lot Line Adjustment-Lot Consolidation Map recorded as Map No. 4495, G.C.R.;

THENCE North 34 degrees 23 minutes 35 seconds East (Basis of Bearing) along the northeasterly prolongation of the northwesterly line of said Lot 14, a distance of 5.00 feet to its intersection with a line lying 5.00 feet northeasterly of and parallel with, as measured at right angles, the northeasterly line of said Lot 14;

THENCE departing said northeasterly prolongation, South 55 degrees 47 minutes 35 seconds East along said parallel line, a distance of 50.00 feet;

THENCE departing said parallel line, South 34 degrees 12 minutes 25 seconds West, a distance of 5.00 feet to said northeasterly line of Lot 14;

THENCE North 55 degrees 47 minutes 35 seconds West along said northeasterly line, a distance of 50.02 feet to the POINT OF BEGINNING, having an area of 0.006 acres, more or less.

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

ARF-3628 **Regular Agenda Item** **3. E.**

Regular BOS Meeting

Meeting Date: 04/05/2016

Submitted For: Steve Sanders, Director

Department: Public Works Division: Engineering

Information

Request/Subject

Adoption of Resolution No. 16-04-03 authorizing the disposal of an unnecessary public roadway being a portion of Elaine Way and the Chairman's signature on the Quit Claim Deed deeding a portion of Elaine Way to Jeffrey L. and Elizabeth A. Yoder.

Background Information

During the regular meeting of the Gila County Board of Supervisors held on March 15, 2016, the Board accepted a bid in the amount of $144 from Jeffrey L. and Elizabeth A. Yoder for the purchase of a portion of Elaine Way adjacent to Lot 9, Christopher Creek Haven, Plat Five.

Evaluation

The bidder has met all the requirements of the current Gila County policy on abandonment of roadways in Gila County.

Conclusion

The next and final step in the process is for the Board of Supervisors to adopt a resolution which authorizes the disposal of a portion of Elaine Way, and the Chairman's signature on the Quit Claim Deed deeding the abandoned roadway to Jeffrey L. and Elizabeth A. Yoder.

Recommendation

It is the recommendation of the Public Works Division Director that the Board of Supervisors adopt Resolution No. 16-04-03.

Suggested Motion

Information/Discussion/Action to adopt Resolution 16-04-03 authorizing the disposal of an unnecessary public roadway being a portion of Elaine Way, Christopher Creek Haven Plat Five, an area in Payson, Official Map No. 448, Gila County Records; and the Board of Supervisors' Chairman to execute and deliver in the name and under the seal of the County of Gila, a Quit Claim Deed conveying the abandoned roadway to Jeffrey L. and Elizabeth A. Yoder. **(Steve Sanders)**

Attachments

Resolution No. 16-04-03

Quit Claim Deed & Legal

RESOLUTION NO. 16-04-03

A RESOLUTION APPROVING THE DISPOSAL OF AN UNNECESSARY PUBLIC ROADWAY BEING A PORTION OF ELAINE WAY, CHRISTOPHER CREEK PLAT FIVE, AS SHOWN ON OFFICIAL MAP NO. 448, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA, AND AUTHORIZING THE CHAIRMAN'S SIGNATURE ON THE QUIT CLAIM DEED CONVEYING SAID ROADWAY TO JEFFREY L. YODER AND ELIZABETH A. YODER.

WHEREAS, Jeffrey L. Yoder and Elizabeth A. Yoder, husband and wife, are owners of the land adjoining that parcel of land herein described; and

WHEREAS, it has been determined that the disposal of said parcel of land will not leave any property without access to public roads and streets of Gila County, is no longer necessary for public use, and the same should be granted; and

WHEREAS, it is in the best interest of the County of Gila to be relieved of the obligation to maintain said parcel of land.

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

Section 1: That the portion of land described herein and constituting a portion of Elaine Way as shown on Official Map No. 448, Gila County Records, Gila County, Arizona, is hereby disposed, vacated and abandoned, subject, however, to all existing water, gas and utility easements now existing on said parcel of land.

Section 2: That the Chairman of the said Board of Supervisors, be, and he is hereby authorized, empowered and directed to make, execute and deliver in the name and under the seal of the County of Gila, a quit claim deed conveying Jeffrey L. Yoder and Elizabeth A. Yoder, husband and wife, as owners of the adjacent property, that parcel of land hereinbefore described, and to cause said deed to be attested and the seal of the said County of Gila to be affixed thereto by the Clerk of the said Board of Supervisors.

The quit claim deed and legal description are attached for informational purposes only and will be recorded as separate documents.

PASSED AND ADOPTED this 5th day of April 2016, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

_____

Marian Sheppard, Clerk

_____

Michael A. Pastor, Chairman

Approved as to form:

_____

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

When recorded return to:

Gila County Public Works Department
745 N. Rose Mofford Way
Globe, AZ 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of One Hundred Forty-four Dollars ($144.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC,** does hereby release, remise, and forever quitclaim to **JEFFREY L. YODER and ELIZABETH A. YODER, husband and wife**, the Releasees, all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibits "A" and "B" attached hereto and made a part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2016

Approved: Attest:

_____ _____

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Clerk of the Board, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires: _____
Notary Public

EXHIBIT "A"
VACATION DESCRIPTION
Portion of Elaine Way
Adjacent to Lot 9,
CHRISTOPHER CREEK HAVEN PLAT 5, Plat Map No. 448

Gila County Public Works **December 1, 2015**
Job No. GC2015-29

A parcel of land being a portion of Elaine Way, as shown on CHRISTOPHER CREEK HAVEN PLAT 5, Official Plat Map Number 448, Gila County Records (G.C.R.), lying within the northeast quarter of Section 30, Township 11 North, Range 13 East, Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows;

COMMENCING at a point on the northwesterly right of way line of said Elaine Way, said point being at the southwesterly end of the 52.00 foot radius arc as shown on Record of Survey Map recorded as Map No. 3456, G.C.R.;

THENCE South 59 degrees 54 minutes 33 seconds West (Basis of Bearing) along said northwesterly right of way line, a distance of 18.00 feet to the POINT OF BEGINNING;

THENCE departing perpendicular to said northwesterly right of way line, South 30 degrees 05 minutes 27 seconds East, a distance of 6.00 feet to a line lying 6.00 feet southeasterly of and parallel with, as measured at right angles, said northwesterly right of way line;

THENCE departing said perpendicular line, South 59 degrees 54 minutes 33 seconds West along said parallel line, a distance of 70.00 feet;

THENCE departing said parallel line, North 30 degrees 05 minutes 27 seconds West, a distance of 6.00 feet to said northwesterly right of way line;

THENCE North 59 degrees 54 minutes 33 seconds East along said northwesterly right of way line, a distance of 70.00 feet to the POINT OF BEGINNING, having an area of 0.010 acres, more or less.

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

ARF-3662 **Regular Agenda Item 3. F.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted For:	Steve Sanders, Director		
Department:	Public Works	Division:	Engineering
Fiscal Year:	2015-2016	Budgeted?:	No
Contract Dates Begin & End:	11-13-15 to 12-31-16	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Adoption of Resolution No. 16-04-04 accepting a grant of right-of-way (R/W) from the Arizona State Land Department (ASLD) for a public roadway easement on a portion of Cherry Flats Road as described in ASLD Right-of-Way Document No. 16-117830, and authorizing the Chairman of the Board to execute the right-of-way document on behalf of Gila County.

Background Information

Cherry Flats Road traverses through numerous land owners while providing access to the foothills of the Pinal Mountains and the area south of the Town of Miami.

The Gila County Board of Supervisors adopted Resolution No. 14-02-04, which accepted a right-of-way grant of public road from the Bureau of Land Management for a portion of Cherry Flats road near the previously mentioned grants of easements.

Page Land & Cattle Co. has agreed to pay for all third-party costs including filing fees associated with the acquisition of right-of-way from the ASLD for a public roadway easement on a portion of Cherry Flats Road crossing State land.

Gila County Public Works applied for the right-of-way being granted from the ASLD back in July of 2014. Gila County paid the $500 filing fee for this application. Page Land & Cattle Co. has reimbursed Gila County for this expense.

Page Land & Cattle Co. has paid for an archeological survey for the portion of Cherry Flats Road on State land as part of the requirements for the ASLD right-of-way application process.

Gila County paid for an appraisal for the portion of Cherry Flats Road on State land as part of the requirements for the ASLD right-of-way application process. Page Land & Cattle Co. has reimbursed Gila County for this expense.

Evaluation

The ASLD has accepted our application for grant of right-of-way for a portion of Cherry Flats Road per the terms and conditions as set forth in ASLD Right-of-Way Document No. 16-117830. A one-time rental fee of $5,227 is due to ASLD as part of the right-of-way agreement.

Conclusion

Acceptance of the grant of right-of-way from ASLD will allow Gila County to provide roadway maintenance for a portion of Cherry Flats Road.

Recommendation

It is the recommendation of the Public Works Division Director that the Board of Supervisors adopt Resolution No. 16-04-04 accepting the grant of right-of-way from the Arizona State Land Department (ASLD) for a public roadway easement on a portion of Cherry Flats Road as described in ASLD Right-of-Way Document No. 16-117830.

It is also recommended that payment be issued to the Arizona State Land Department in the amount of $5,227 for the rental fee associated with the grant of right-of-way. Once payment is issued to ASLD, Gila County Public Works will seek reimbursement from Page Land & Cattle Co. for this expense.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 16-04-04 accepting a grant of right-of-way from the Arizona State Land Department (ASLD) for a public roadway easement on a portion of Cherry Flats Road as described in ASLD Right-of-Way Document No. 16-117830; authorizing the Board of Supervisors' Chairman to execute Document No. 16-117830; and, authorizing payment of $5,227 for the rental fee associated with this grant. **(Steve Sanders)**

Attachments

Resolution No. 16-04-04

Easement Document

Invoice Rental fee

Map

Third party costs

Correspondence from Gila Co.

RESOLUTION NO. 16-04-04

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ACCEPTING A GRANT OF RIGHT–OF-WAY (R/W) FROM THE ARIZONA STATE LAND DEPARTMENT (ASLD) FOR A PUBLIC ROADWAY EASEMENT ON A PORTION OF CHERRY FLATS ROAD AS DESCRIBED IN ASLD R/W DOCUMENT NO. 16-117830; AND AUTHORIZING ITS CHAIRMAN TO EXECUTE THE R/W DOCUMENT ON BEHALF OF GILA COUNTY.

WHEREAS, the ASLD has agreed to grant Gila County a right-of-way for the purpose of a public roadway easement being a strip of land 60 feet in width and having an area of 2.638 acres, more or less; and

WHEREAS, the Board of Supervisors finds that the public interest will be served by the acceptance of the right-of-way upon the terms and conditions set forth in ASLD R/W Document No. 16-117830.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby accepts a grant of right-of-way from the ASLD for a public roadway easement on a portion of Cherry Flats Road as described in ASLD R/W Document No. 16-117830; and authorizes its Chairman to execute the R/W document on behalf of Gila County.

PASSED AND ADOPTED this 5th day of April 2016, at Globe, Gila County, Arizona.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard, Clerk Michael A. Pastor, Chairman

Approved as to form:

_____

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

ARIZONA STATE LAND DEPARTMENT

Doug Ducey
Governor

Lisa Atkins
State Land Commissioner

IMPORTANT DOCUMENTS ENCLOSED

Gila County, Public Works Division
Attn: Mark Guerena
745 N. Rose Mofford Way
Globe, AZ 85501

RECEIVED FEB 25 2016 BY: MCG

Date: FEB 23 2016

Reference No.: 16-117830-00-000

Enclosed are two original documents for your review and signature.

Please do the following:

a. All persons named on the document must **sign and date all documents**. If signing for a business, corporation or other entity, state your position within the entity.
b. **Return signed documents within 60 days** of the date above to:

Arizona State Land Department
ATTN: Andrew Benavidez
Title and Contracts Section
1616 W. Adams
Phoenix, AZ 85007

Documents not signed and returned within 60 days will be declared Null and Void and Cancelled.

Please note:
If applicable, any rent due will be billed separately. The rent must be paid prior to the issuance of your document. If you need assistance, contact Accounting or Billing Statements, 602-542-2519.

Please adhere to the following:

a. **Do not** alter the documents. Alterations void the documents.
b. **Do not** send copies. The documents are issued on bond paper, which must be returned.
c. **Do not** have the documents notarized.

For further assistance, you can contact:

Agriculture, Grazing, Apiary or Special Land Use Permit:	(602) 542-4625
Land Sale, Commercial Lease, or Homesite:	(602) 542-3000
Right of Way:	(602) 542-4098

The address you provide will be used for all future notifications and billings. You will be held responsible for any charges, penalty and/or interest that may occur should you fail to notify the Department of any change in address.

Enc.

#1 (6/07) Rev. 09/2013

STATE LAND DEPARTMENT
STATE OF ARIZONA

Right of Way

R/W No. 16-117830

THIS RIGHT OF WAY ("Right of Way") is entered into by and between the State of Arizona (as "Grantor") by and through the Arizona State Land Department and

GILA COUNTY

("Grantee"). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:

EXTENT OF DOCUMENT

"Additional Conditions", "Exhibits", and "Appendixes" are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.

ARTICLE 1
SUBJECT LAND

1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto ("Subject Land").

1.2 Grantee makes use of the Subject Land "as is", and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2
TERM

2.1 The term of this Right of Way commences on November 13, 2015 ("Commencement Date"), and runs for a perpetual term ("Expiration Date"), unless sooner canceled or terminated as provided herein or as provided by law.

ARTICLE 3
RENT

3.1 Rental is due in advance for the term of this Right of Way document.

3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.

ARTICLE 4
PURPOSE AND USE OF SUBJECT LAND

4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:

public roadway

4.2 No material may be removed by Grantee or its contractors without the written approval of the Grantor.

4.3 Grantee shall not exclude from use the State of Arizona, its lessees, or grantees, or the general public the right of ingress and egress over this Right of Way.

4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.

4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.

4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.

4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.

4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

ARTICLE 5
CONFORMITY TO LAW

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

ARTICLE 6
CANCELLATION, TERMINATION AND ABANDONMENT

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities, and so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Grantor.

ARTICLE 7
ENVIRONMENTAL INDEMNITY

7.1 Grantee shall protect, defend, indemnify, and hold harmless the Grantor from and against all liabilities, costs, charges, and expenses, including attorneys' fees and court costs arising out of (or related to) the presence of (or existence of) any substance regulated under any applicable federal, state, or local environmental laws, regulations, ordinances, or amendments thereto because of: (a) any substance that came to be located on the Right of Way due to Grantee's use or occupancy of the lands by the Grantee before or after the issuance of the Right of Way; or (b) any release, threatened release, or escape of any substance in, on, under, or from the Right of Way that is caused, in whole or in part, by any conduct, actions, or negligence of the Grantee, regardless of when such substance came to be located on the Right of Way.

7.2 For the purposes of this Right of Way the term "regulated substances" shall include substances defined as "regulated substances", "hazardous waste", "hazardous substances", "hazardous materials", "toxic substances", or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation, and Liability Act; the Hazardous Materials Transportation Act; the Toxic Substance Control Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the relevant local and state environmental laws, and the regulations, rules and ordinances adopted, and publications promulgated pursuant to the local, state, and federal laws. This indemnification shall include, without limitation, claims, or damages arising out of any violations of applicable environmental laws, regulations, ordinances, or subdivisions thereof, regardless of any real or alleged strict liability on the part of Grantor. This environmental indemnity shall survive the expiration or termination of this Right of Way and/or any transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

7.3 In the event any such action or claim is brought or asserted against the Grantor, the Grantee shall have the right, subject to the right of the Grantor, to make all final decisions with respect to Grantor's liability for claims or damages, (i) to participate with Grantor in the conduct of any further required cleanup, removal, or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operation/business located on the Subject Land and (ii) to participate with the Grantor in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

ARTICLE 8
INSURANCE REQUIREMENTS

8.1 Grantee shall maintain in full force a commercial general liability insurance policy during the Right of Way term affording protection to the limit of not less than one million dollars. This policy shall contain a provision that Grantor, named as an additional insured, shall be entitled to recovery for any loss occasioned to it, its agents, and employees. Further, the policy shall provide that Grantee's coverage is primary over any other insurance coverage available to the Grantor, its agents, and employees. Grantee shall send Grantor an advance 30 day written notice of any cancellation or reduction in insurance coverage. Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix 85007, and shall be sent by certified mail, return receipt requested.

ARTICLE 9
ENVIRONMENTAL MATTERS

9.1 Grantee shall strictly comply with Environmental Laws relating but not limited to hazardous and toxic materials, wastes, and pollutants. Compliance means the Grantee shall act in accordance with the necessary reporting obligations, obtain and maintain all permits required, and provide copies of all documents as required by Environmental Laws. For purposes of this Right of Way the term "Environmental Law"

shall include but not be limited to any relevant federal, state, or local laws, and applicable regulations, rules and ordinances, and publications promulgated pursuant thereto, including any future modifications or amendments relating to environmental matters.

ARTICLE 10
RESERVATIONS; RELINQUISHMENTS

10.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

10.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

10.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

ARTICLE 11
LOCATION, CONSTRUCTION AND MAINTENANCE

11.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

11.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

ARTICLE 12
NATIVE PLANTS AND CULTURAL RESOURCES

12.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Grantee, Grantee's employees, and Grantee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Grantor pursuant to the terms of this Right of Way. Grantee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Grantor.

(b) Pursuant to A.R.S. § 41-844, Grantee shall report to the Director of the Arizona State Museum and Grantor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Grantee, Grantee's employees, or Grantee's guests, and shall, in consultation with the Director of the Arizona State Museum and Grantor, immediately take all reasonable steps to secure the preservation of the discovery.

12.2 (a) Grantee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Grantor. For undeveloped land, the Grantee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Subject Land, Grantee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Grantee removes the native plants, the Grantee must pay a vegetation fee to the Grantor and this fee is not a reimbursable improvement.

(b) Grantee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

ARTICLE 13
GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

13.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

13.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

13.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

13.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the occupancy thereof by Grantee.

ARTICLE 14
MISCELLANEOUS

14.1 The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere.

14.2 This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.

14.3 In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

14.4 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.

14.5 Grantee agrees to indemnify, hold, and save Grantor harmless against all loss, damage, liability, expense, costs, and charges incident to or resulting in any way from any injuries to person or damage to property caused by or resulting from the use, condition, or occupation of the Subject Land.

14.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.

14.7 Every obligation of the State under this Right of Way 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 Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

14.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

14.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).

ADDITIONAL CONDITIONS

These Additional Conditions are attached to and made a part of the Right of Way boiler plate form (the "Boiler Plate"). The term "Section" when used in these Additional Conditions shall be deemed to refer to the Section numbers of the text in the Boiler Plate. The term "Paragraph" when used in these Additional Conditions shall be deemed to refer to the Paragraph numbers of the text in these Additional Conditions. The term "Right of Way" shall mean the Boiler Plate as supplemented by these Additional Conditions.

1. LEGAL DESCRIPTION, RENT AND PURPOSE

1.1 A legal description and/or a visual depiction of this Right of Way is/are detailed in EXHIBIT A attached hereto. Subject to Grantor's rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting "as built" or "proposed realignment" legal descriptions, depending on the situation, to Grantor for Grantor's review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.

1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor's sole discretion.

1.3 This Right of Way is for the purpose of a Public Roadway and does not permit any underground or above ground facilities without proper rights authorized or issued by Grantor, assignees or its successors.

2. CONSTRUCTION, MAINTENANCE AND OPERATION

2.1 Grantee is responsible for complying with all federal, state and local guidelines in regards to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.

2.2 Prior to construction, and at the request of the Grantor, Grantee shall provide construction plans (no larger than 11" x 17" format) and applicable drainage report(s), engineering infrastructure report(s) or studies, and any Clean Water Act (CWA) Section 401 or 404 documents to the Grantor for the Grantor's review.

2.3 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.

2.4 Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way.

2.5 Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.

2.6 Specific sites where construction and maintenance equipment and vehicles shall not be allowed (e.g. archaeological sites, areas with threatened or endangered species, or fragile watersheds) shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not touched.

2.7 All equipment shall be removed from the site within seven (7) days of project completion.

2.8 Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way, and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.

2.9 For construction after <u>Commencement Date of this Right of Way:</u> Prior to commencement of construction Grantee shall submit and receive Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeding, reforestation, erosion control, and watershed protection measures.

2.10 For ground disturbance after <u>Commencement Date of this Right of Way:</u> All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall utilize one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

2.11 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance.

3. ENVIRONMENTAL MATTERS AND INDEMNITY

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Grantor within ten (10) business days of receipt of the Right of Way; (3) provide copies of all documentation required by Environmental Laws to Grantor within ten (10) business days of Grantee's submittal and/or receipt of the documentation; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

3.3 Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any questions, and provide such reports and confirming information as Grantor may reasonably request.

3.4 At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.

3.5 Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.

3.6 At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.

3.7 Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee

shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Parcel, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

3.8 Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.

3.9 This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

3.10 In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.

4. CULTURAL RESOURCES AND NATIVE PLANTS

4.1 If any ground disturbing activities associated with this Right of Way are to occur on Arizona State Trust land in areas not previously subjected to cultural resources survey and subsequently reported in the document reviewed herein (*A CULTURAL RESOURCES SURVEY FOR APPROXIMATELY 2.64 ACRES OF STATE TRUST LAND ON THE CHERRY FLATS ROAD SOUTH OF MIAMI, GILA COUNTY, ARIZONA,, Cory Dale Breternitz, M.A., RPA, February 9, 2015*), additional cultural resources inventory will be required PRIOR TO any such disturbance. Ground disturbing activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.

4.2 Should previously undocumented cultural resources be identified during any project-related construction or maintenance activities, all such work shall cease in the immediate vicinity of the remains, and pursuant to A.R.S. §41-844, the Director of the Arizona State Museum shall be immediately notified; the Manager of the Cultural Resources Management Program at Arizona State Land Department (ASLD) shall also be notified. Should human remains or funerary objects be identified, the Repatriation Coordinator of the Arizona State Museum shall be notified immediately; the Manager of the Cultural Resources Management Program at ASLD shall also be notified.

4.3 Grantee shall supply Grantor with any documentation required to consult with the State Historic Preservation Office, as required pursuant to the State Historic Preservation Act (A.R.S. § 41-861 et seq).

4.4 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.

4.5 Prior to any ground disturbance, Grantee agrees to file the appropriate Notice of Intent to Clear Land in accordance with A.R.S. § 3-905 Destruction of Native Plants by State.

4.6 Grantee shall preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.

4.7 Grantee shall only remove protected plants when specifically authorized to do so, and avoid damaging vegetation that will remain in place. If the Grantee or its contractors are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.

4.8 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.

4.8.1 A survey may be required to determine if protected plants are present and if plants must be salvaged. Grantee shall contact the Arizona Department of Agriculture at least sixty (60) days before commencement of any salvage work.

4.9 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.

4.10 Grantee shall salvage or replant cactus and other protected plants.

4.11 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.

5. <u>EXISTING LESSEES</u>

5.1 Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.

5.2 Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.

5.3 Grantee shall provide Grantor with documentation of the surface lessee's consent prior to making any alterations to existing improvements.

5.4 If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.

5.4.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance, and inquire as to the presence/absence of livestock.

6. MISCELLANEOUS

6.1 Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.

6.2 No altering of existing drainages or drainage structures is authorized under this instrument.

6.3 If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.

6.4 The following provision shall be deemed added at the end of Section 6.2 of Article 6 of the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:

> **"Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not cured within sixty (60) days after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way shall become void and the right to use the Subject Land and all of the rights of Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period."**

6.5 Attached hereto as EXHIBIT B is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which these Additional Conditions are attached. Grantor reserves the right to amend EXHIBIT B as and when the Arizona Department of Administration requires revisions to the insurance requirements applicable to Arizona State Trust Land.

7. EXHIBITS

7.1 The following exhibits are attached to these Additional Conditions and made a part hereof:

EXHIBIT A	**Legal Description and/or Visual Depiction of Right of Way**
EXHIBIT B	**Insurance Rider**

BY SIGNATURE BELOW, ALL TERMS ARE AGREED TO AND ACCEPTED BY GRANTEE

By: _____

Title: _____

Date: _____

[Remainder of this page left blank intentionally]

EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

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A strip of land situate in the Northwest Quarter of the Northwest Quarter of Section 32, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona. Said strip of land being sixty (60.00) feet in width, lying thirty (30.00) feet each side of the following described centerline:

COMMENCING for a tie at a 3 1/4 inch brass capped pipe marking the Northwest corner of said Section 32, from which a 3/4 inch square steel pin marking the North 1/16 corner of Sections 31 and 32, of said Township 1 North, Range 15 East, bears South 00°12'02" East, a distance of 1291.55 feet;

THENCE South 00°12'02" East, a distance of 516.50 feet to a point on the westerly boundary line of said Section 32 and the TRUE POINT OF BEGINNING of said centerline;

THENCE southeasterly 55.76 feet along a non-tangent curve to the right, having a radius of 105.00 feet, a delta of 30°25'46" right, a chord distance of 55.11 feet and a chord bearing of South 68°20'19" East to a point of compound curvature;

THENCE southeasterly 133.69 feet along a curve to the right, having a radius of 240.00 feet, a delta of 31°54'56" right, a chord distance of 131.97 feet and a chord bearing of South 37°09'58" East to a point of reverse curvature;

THENCE southeasterly 80.99 feet along a curve to the left, having a radius of 200.00 feet, a delta of 23°12'10" left, a chord distance of 80.44 feet and a chord bearing of South 32°48'35" East to a point of compound curvature;

THENCE southeasterly 71.19 feet along a curve to the left, having a radius of 110.00 feet, a delta of 37°04'55" left, a chord distance of 69.96 feet and a chord bearing of South 62°57'07" East to a point of compound curvature;

THENCE northeasterly 84.83 feet along a curve to the left, having a radius of 175.00 feet, a delta of 27°46'31" left, a chord distance of 84.01 feet and a chord bearing of North 84°37'10" East to a point of compound curvature;

EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

THENCE northeasterly 74.08 feet along a curve to the left, having a radius of 95.00 feet, a delta of 44°40'49" left, a chord distance of 72.22 feet and a chord bearing of North 48°23'30" East;

THENCE North 26°03'05" East a distance of 54.08 feet to the beginning of a tangent curve to the right;

THENCE northeasterly 152.99 feet along said curve to the right, having a radius of 220.00 feet, a delta of 39°50'37" right, a chord distance of 149.92 feet and a chord bearing of North 45°58'23" East to a point of compound curvature;

THENCE northeasterly 100.01 feet along a curve to the right, having a radius of 120.00 feet, a delta of 47°45'11" right, a chord distance of 97.14 feet and a chord bearing of North 89°46'17" East;

THENCE South 66°21'07" East a distance of 68.01 feet to the beginning of a tangent curve to the right;

THENCE southeasterly 153.66 feet along said curve, having a radius of 135.00 feet, a delta of 65°13'00" right, a chord distance of 145.50 feet and a chord bearing of South 33°44'37" East to a point of compound curvature;

THENCE southwesterly 162.44 feet along a curve to the right, having a radius of 200.00 feet, a delta of 46°32'06" right, a chord distance of 158.01 feet and a chord bearing of South 22°07'55" West to a point of compound curvature;

THENCE southwesterly 332.20 feet along a curve to the right, having a radius of 440.00 feet, a delta of 43°15'31" right, a chord distance of 324.37 feet and a chord bearing of South 67°01'43" West to a point of reverse curvature;

THENCE southwesterly 139.88 feet along a curve to the left, having a radius of 1200.00 feet, a delta of 06°40'43" left, a chord distance of 139.80 feet and a chord bearing of South 85°19'08" West;

EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

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THENCE southwesterly 58.59 feet along said curve, having a radius of 250.00 feet, a delta of 13°25'41" left, a chord distance of 58.46 feet and a chord bearing of South 75°15'56" West to the said westerly boundary line of Section 32 and the end of this centerline description.

The sidelines of said sixty (60.00) feet wide strip of land shall be extended or shortened to meet at angle points of lines beginning and terminated upon by the centerline description herein.

Said sixty (60.00) feet wide strip of land having an area of 2.638 acres, more or less.

Mark C. Guerena

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
39196
MARK C.
GUERENA
Date Signed 6/29/15
ARIZONA, U.S.A.

Expires 06/30/18

EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

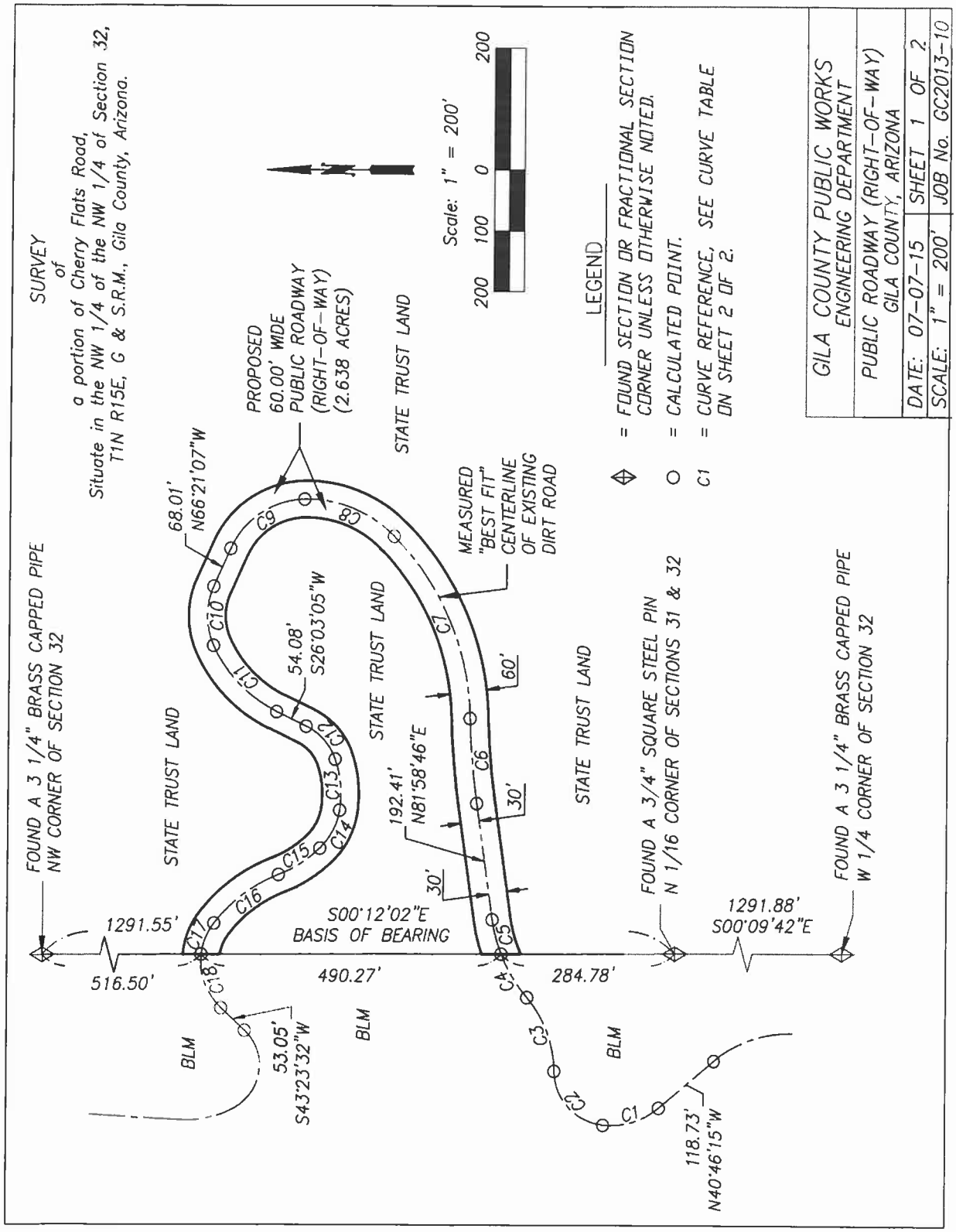


EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord
C1	98.30'	120.00'	46°56'06"	S17°18'12"E	95.57'
C2	131.06'	90.40'	83°04'05"	S47°41'53"W	119.88'
C3	131.86'	190.00'	39°45'43"	N69°21'05"E	129.23'
C4	83.26'	250.00'	19°04'52"	S59°00'39"W	82.87'
C5	58.59'	250.00'	13°25'41"	S75°15'56"W	58.46'
C6	139.88'	1200.00'	6°40'43"	S85°19'08"W	139.80'
C7	332.20'	440.00'	43°15'31"	N67°01'43"E	324.37'
C8	162.44'	200.00'	46°32'06"	N22°07'55"E	158.01'
C9	153.66'	135.00'	65°13'00"	N33°44'37"W	145.50'
C10	100.01'	120.00'	47°45'11"	S89°46'17"W	97.14'
C11	152.99'	220.00'	39°50'37"	S45°58'23"W	149.92'
C12	74.08'	95.00'	44°40'49"	N48°23'30"E	72.22'
C13	84.83'	175.00'	27°46'31"	N84°37'10"E	84.01'
C14	71.19'	110.00'	37°04'55"	S62°57'07"E	69.96'
C15	80.99'	200.00'	23°12'10"	S32°48'35"E	80.44'
C16	133.69'	240.00'	31°54'56"	N37°09'58"W	131.97'
C17	55.76'	105.00'	30°25'46"	N68°20'19"W	55.11'
C18	97.23'	105.00'	53°03'16"	S69°55'10"W	93.79'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
39196
MARK C.
GUERENA
Date Signed 7/7/15
ARIZONA, U.S.A.

Expires 06/30/18

GILA COUNTY PUBLIC WORKS ENGINEERING DEPARTMENT	
PUBLIC ROADWAY (RIGHT-OF-WAY) GILA COUNTY, ARIZONA	
DATE: 07-07-15	SHEET 2 OF 2
SCALE:	JOB No. GC2013-10

EXHIBIT B
INSURANCE RIDER TO STATE LAND DEPARTMENT

This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.

R-1 Indemnity. 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.

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

R-2 *Insurance Requirements* for Any Contractors Used by a Party to this Right of Way. *(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this Right of Way. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Right of Way by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form.

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

General Aggregate:	$2,000,000.00
Products-Completed Operations Aggregate:	$1,000,000.00
Personal and Advertising Injury:	$1,000,000.00
Each Occurrence:	$1,000,000.00
Blanket Contractual Liability-Written and Oral:	$1,000,000.00
Damage to Rented Premises:	$ 50,000.00
Each Occurrence	$1,000,000.00

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Way.

- **Combined Single Limit (CSL) $1,000,000**

a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability

purchased by the Contractor, even if those limits of liability are in excess of those required by this Right of Way.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

IF GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING BUSINESS AUTOMOBILE LIABILITY INSURANCE.

3. Worker's Compensation and Employers' Liability.

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

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

GRANTEE HAS CERTIFIED IN THE APPLICATION ADDENDUM FOR THIS RIGHT OF WAY THAT GRANTEE WILL NOT BE ENGAGED IN THE CONDUCT OF BUSINESS WITHIN THE SUBJECT LAND GRANTEE SHALL NOT BE REQUIRED TO CARRY THE FOREGOING WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.

B. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to this Right of Way.

C. Notice of Cancellation. With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Right of Way in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers. Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage. Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.

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

All certificates required by this Right of Way shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. The Right of Way number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Right of Way at any time.

F. Subcontractors. Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. Approval. Any modification or variation from the insurance requirements in this Right of Way must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Right of Way amendment, but may be made by administrative action.

H. Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 17 February 2016
RUN TIME: 15:22 PM
PAGE: 1

KE-LEASE# 016-117830-00-000 APPTYPE: NEW
AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
01.0-N-15.0-E-32-04-030-9001	M&B THRU NWNW	0.00	2.640
	TOTALS	0.00	2.640

IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

By: _____
Date

(SEAL)

GILA COUNTY _____
GRANTEE

_____
Address

_____
City State Zip

_____
By: Chairman, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors Date

Approved as to Content: _____
Director, Public Works Div. Date

Approved as to Form: _____
Deputy County Attorney Date

GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: _____

NAME OF GRANTEE: _____

DATE ISSUED: _____

PERMITTED USE: _____

LAND DEPARTMENT ADMINISTRATOR: _____

DATE CONSTRUCTION STARTED: _____

DATE CONSTRUCTION COMPLETED: _____

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

_____

Grantee's Signature **Date**

_____

Title

Return To: **Arizona State Land Department**
R/W Section
1616 W. Adams Street
Phoenix, AZ 85007

ARIZONA STATE LAND DEPARTMENT 1616 West Adams Phoenix, AZ 85007

To avoid payment of penalty and interest, this payment must be IN the OFFICE of the State Land Department ON or BEFORE the DUE DATE. Date of postal stamp will NOT be accepted as time of payment.

KE-LEASE NO:	016-117830-00
ACCOUNT RECEIVABLE NO:	124412
NAME REFERENCE NO:	23031
AMOUNT DUE:	$5,227.00
DUE DATE:	01-Apr-2016

GILA COUNTY
PUBLIC WORKS DIVISION
745 NORTH ROSE MOFFORD WAY
GLOBE, AZ 85501

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT - THANK YOU

ARIZONA STATE LAND DEPARTMENT 1616 West Adams Phoenix, AZ 85007

KE-LEASE NO: 016-117830-00
LESSEE: GILA COUNTY

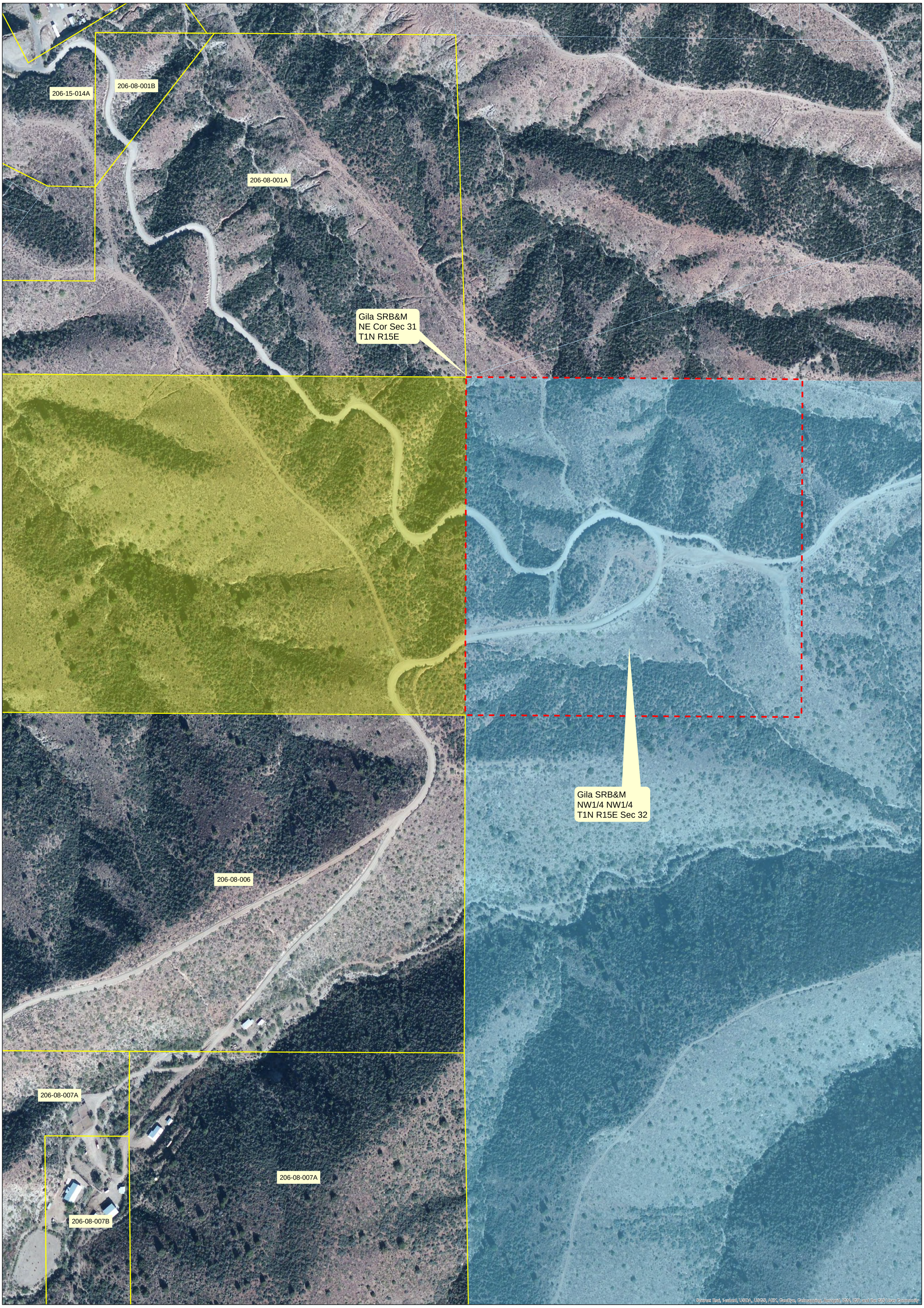
ACCOUNT RECEIVABLE NO: **124412**

*******BILLING*******

Code	Description	Amount
11	PRINCIPAL	$5,227.00
		$5,227.00

Billing Dates

From	Through	Date Billed	Due Date	Effective	Expiration
		01-Mar-2016	01-Apr-2016		



Legend

Aliquot sectional perimeters

Federal Lands

BLM

State Trust

Cherry Flats Road

0 150 300 600 900 1,200 Feet

1 inch = 150 feet

PAGE LAND & CATTLE CO.
ESTABLISHED 1910
10265 WEST CAMELBACK RD., NO. 104
PHOENIX, ARIZONA 85037
(623) 772-8111
FAX (623) 772-0145

STEPHEN M. BROPHY
PRESIDENT

COPY

May 16, 2013

Mr. Steve Stratton
Gila County Public Works Division
745 N. Rose Mofford Way
Globe, Arizona 85501

Re: Cherry Flats Road – Right of Way and Primitive Road Designation

Dear Mr. Stratton:

Pursuant to our conversation yesterday in Globe, and earlier ones over the phone, this is written to state that Page Land & Cattle Co. will pay all third party costs, including filing fees requirement by the Arizona State Land Department and the Bureau of Land Management, incurred by Gila County in acquisition of right of way for the Cherry Flats Road as a predicate for inclusion of the road under the County's Primitive Road standard.

Kindly let me know if the County is willing to proceed, and I appreciate your assistance and cooperation.

Sincerely,

Stephen M. Brophy

SMB:gm

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

COPY

Steve Stratton, Director
Steve Sanders, Deputy Director

745 N. Rose Mofford Way
Globe, Arizona 85501
Phone (928) 402-8502
Fax (928) 425-8104

GILA COUNTY PUBLIC WORKS DIVISION

May 22, 2013

Page Land & Cattle Co.
Mr. Stephen M. Brophy, President
10265 West Camelback Rd., No. 104
Phoenix, Arizona 85037

Re: Cherry Flats Road – Right of Way and Primitive Road Designation

Dear Mr. Brophy,

In response to your letter dated May 16, 2013, be advised that Gila County is willing to proceed in the process to include Cherry Flats Road in the Gila County Road Way System using the Gila County Primitive Road standard. It is also understood that Page Land & Cattle Co. will pay all third party costs including filing fee requirements by the Arizona State Land Department and the Bureau of Land Management.

We will keep you informed on the progress of this designation.

Sincerely,

Steve

Steve Stratton
Director

SS:sb

ARF-3655 **Regular Agenda Item** **3. G.**

Regular BOS Meeting

Meeting Date: 04/05/2016

Submitted For: Steve Sanders, Director

Department: Public Works Division: Engineering

Information

Request/Subject

Adoption of Resolution No. 16-04-05 designating portions of Cherry Flats Road as a primitive road, and authorizing the Board of Supervisors' Chairman to sign the primitive road easements.

Background Information

Cherry Flats Road traverses through numerous land owners while providing access to the foothills of the Pinal Mountains and the area south of the Town of Miami. Gila County Public Works received a Citizens' Petition to establish a portion of Cherry Flats Road as a primitive road. Gila County Public Works received grants of easements for portions of Cherry Flats Road for the purpose of establishing these sections as a primitive road. On February 18, 2014, the Board of Supervisors adopted Resolution No. 14-02-04 accepting a right-of-way grant of a public road from the U.S. Department of the Intererior, Bureau of Land Management (BLM) for Serial No. AZA-36409, also known as Cherry Flats Road near the previously mentioned grants of easements.

The Arizona State Land Department (ASLD) has recently granted Gila County a right-of-way for a portion of Cherry Flats Road near the previously mentioned grants of easements and the BLM grant of right-of- way. (*see agenda item ARF-3651 April 5, 2016 meeting).*

Evaluation

The petition and grant of easements for portions of Cherry Flats Road meet the requirements of Public Works Policy No. ENG03-03 “Guidelines to Primitive Roads.”

Conclusion

Acceptance of these primitive road easements will allow Gila County to provide maintenance to these portions of Cherry Flats Road as described in the “Guidelines to Primitive Roads.”

Recommendation

It is the recommendation of the Public Works Division Director that the Board of Supervisors adopt Resolution No. 16-04-05 accepting the grants of primitive road easements for portions of Cherry Flats Road.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 16-04-05 accepting portions of Cherry Flats Road to be established as a primitive road, and authorizing the Board of Supervisors' Chairman to sign the primitive road easements. **(Steve Sanders)**

Attachments

Resolution No. 16-04-05
Easement 1
Easement 2
Petition
Map
Aerial View

RESOLUTION NO. 16-04-05

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ACCEPTING PORTIONS OF CHERRY FLATS ROAD TO BE ESTABLISHED AS A PRIMITIVE ROAD, AND AUTHORIZING ITS CHAIRMAN TO EXECUTE APPROPRIATE DOCUMENTS ON BEHALF OF GILA COUNTY.

WHEREAS, Stephen M. Brophy, Leroy Jones and Gary Lee Jones have agreed to grant Gila County a primitive road easement, being a strip of land 30 feet in width, for portions of Cherry Flats Road; and

WHEREAS, the Board of Supervisors finds that the public interest will be served by the acceptance of the primitive road easements for these portions of Cherry Flats Road per Gila County Public Works Policy #ENG03-03 "Guidelines to Primitive Roads."

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby accepts the grants of primitive road easements from Stephen M. Brophy, Leroy Jones and Gary Lee Jones for a portion of Cherry Flats Road upon the terms and conditions set forth in Gila County Public Works Policy #ENG03-03 and authorizes its Chairman to execute the appropriate documents on behalf of Gila County.

PASSED AND ADOPTED this 5th day of April 2016, at Globe, Gila County, Arizona.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard, Clerk Michael A. Pastor, Chairman

Approved as to form:

_____

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

PRIMITIVE ROAD EASEMENT

This indenture, made this _____ day of _____ 2015, between Leroy Jones, Gary Lee Jones, and Page Land & Cattle Co., the undersigned Grantors and Gila County, a body politic, the undersigned Grantee;

WITNESSETH:

That for and in the consideration of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor/s does hereby grant, bargain, convey unto the Grantee, a non-exclusive easement over and across the following described property:

See Exhibit "A" attached hereto and by this reference made a part hereof
Said Easement is for Public Ingress/Egress
Exempt from Affidavit of Property Value per A.R.S. §11-1134(A) (2)

If at any time this easement is abandoned by Grantee, the rights granted herein shall cease and terminate and the land traversed by or included in the easement so abandoned shall revert to the then owner of the above described property and be free of said easement as fully and completely as if this indenture had not been made.

IN WITNESS WHERE the Grantor has caused this indenture to be signed on the day and year first written above written.

Grantor:

Leroy Jones

Leroy Jones

Grantor:

Gary Lee Jones

Gary Lee Jones

Grantor:

_____

Stephen M. Brophy, President
Page Land & Cattle Co.

Gila County, a body Politic

Grantee:

Attest:

Michael A. Pastor, Chairman of the Board

Marian Sheppard, Clerk of the Board

Approved as to Form

Bradley D. Beauchamp, Gila County Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF GILA)

ACKNOWLEDGMENT

On this 2nd day of September 2015, before me, the undersigned Notary Public, personally appeared **LEROY JONES**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 4-13-19

Shannon Boyer
Notary Public

SHANNON BOYER
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
April 13, 2019

STATE OF ARIZONA)
) ss.
COUNTY OF GILA)

ACKNOWLEDGMENT

On this 2nd day of September 2015, before me, the undersigned Notary Public, personally appeared **GARY LEE JONES**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 4-13-19

Shannon Boyer
Notary Public

SHANNON BOYER
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
April 13, 2019

STATE OF ARIZONA)
) ss. **ACKNOWLEDGMENT**
COUNTY OF GILA)

On this _____ day of _____ 2015, before me, the undersigned Notary Public, personally appeared **STEPHEN M. BROPHY, PRESIDENT OF PAGE LAND & CATTLE CO.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: _____ _____
Notary Public

PRIMITIVE ROAD EASEMENT

This indenture, made this _____ day of _____2015, between Leroy Jones, Gary Lee Jones, and Page Cattle Co., the undersigned Grantors and Gila County, a body politic, the undersigned Grantee;

WITNESSETH:

That for and in the consideration of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor/s does hereby grant, bargain, convey unto the Grantee, a non-exclusive easement over and across the following described property:

See Exhibit "A" attached hereto and by this reference made a part hereof
Said Easement is for Public Ingress/Egress
Exempt from Affidavit of Property Value per A.R.S. §11-1134(A) (2)

If at any time this easement is abandoned by Grantee, the rights granted herein shall cease and terminate and the land traversed by or included in the easement so abandoned shall revert to the then owner of the above described property and be free of said easement as fully and completely as if this indenture had not been made.

IN WITNESS WHERE the Grantor has caused this indenture to be signed on the day and year first written above written.

Grantor:

_____
Leroy Jones

Grantor:

_____
Gary Lee Jones

Grantor:

_____
Stephen M. Brophy, President
Page Cattle Co.

Gila County, a body Politic

Grantee:

_____
Michael A. Pastor, Chairman of the Board

Attest:

_____
Marian Sheppard, Clerk of the Board

Approved as to Form

_____
Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

STATE OF ARIZONA)
) **ss.**
COUNTY OF GILA)

ACKNOWLEDGMENT

On this _____ day of _____ 2015, before me, the undersigned Notary Public, personally appeared **LEROY JONES**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: _____

_____
Notary Public

STATE OF ARIZONA)
) **ss.**
COUNTY OF GILA)

ACKNOWLEDGMENT

On this _____ day of _____ 2015, before me, the undersigned Notary Public, personally appeared **GARY LEE JONES**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: _____

_____
Notary Public

STATE OF ARIZONA)
)SS.
COUNTY OF GILA)

ACKNOWLEDGMENT

On this 21st day of August 2015, before me, the undersigned Notary Public, personally appeared **STEPHEN M. BROPHY, PRESIDENT OF PAGE CATTLE CO.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

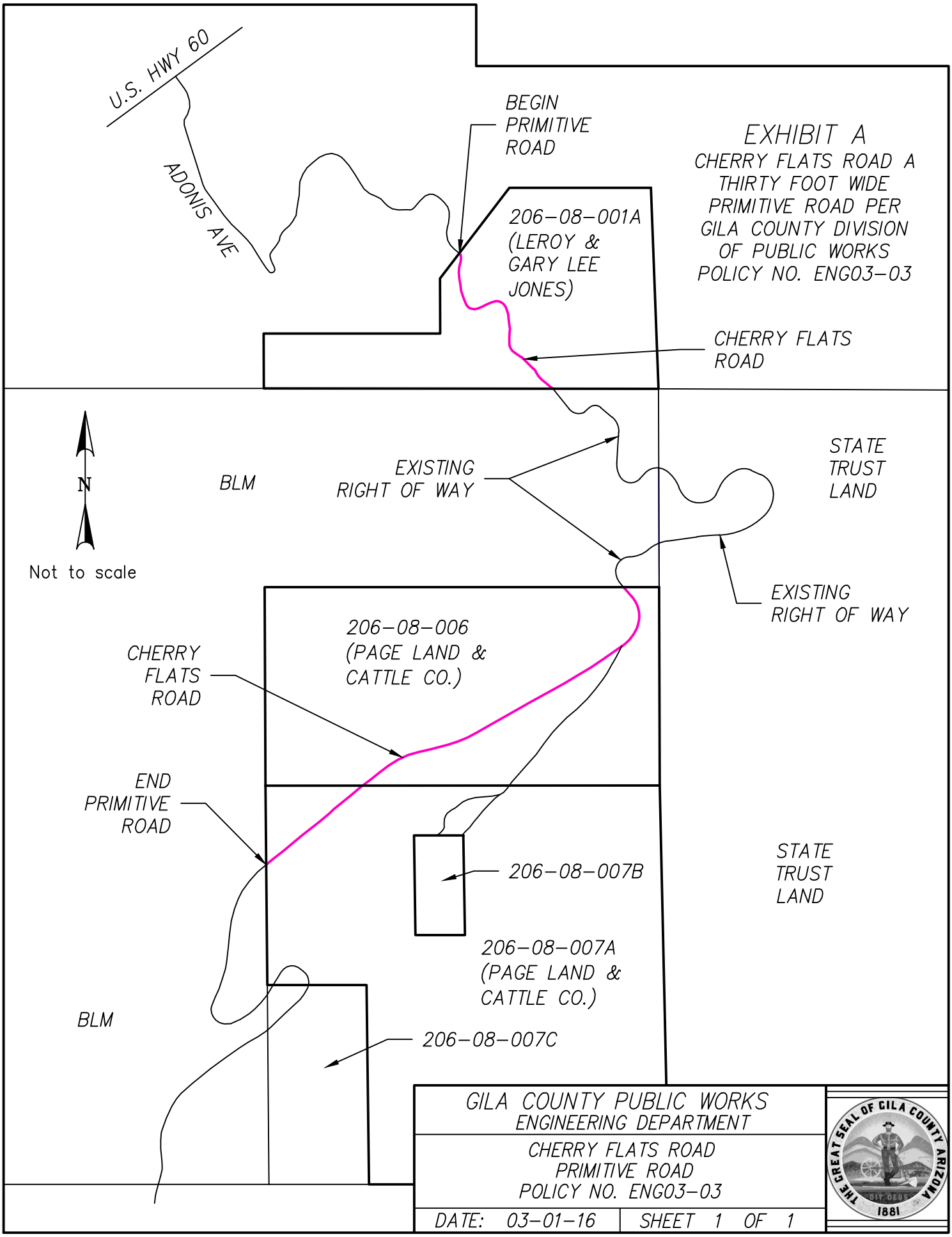
My Commission Expires: 12-15-17 Elena I. Rodriguez-Foster Notary Public

ELENA I. RODRIGUEZ-FOSTER
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
December 15, 2017

PETITION
TO ESTABLISH A PRIMITIVE ROAD

We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Primitive Road in the county. The beginning of the proposed road is Cherry Flats road as it leaves Miami. The end of the proposed road is Jones Ranch. The general course and direction of the proposed road is Southerly. The Undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon.

DATE	NAME	ADDRESS & TAX PARCEL NO.	AVERAGE LENGTH OF RESIDENCE PER YEAR
3/6/2010	Bernard Ortega	8886 S. Kellner, Globe AZ 102 22 026 C	Year round
3/6/2010	Linda A. Ortega	8886 S. Kellner, Globe AZ 102-22-026 C	" "
3/21/2010	Sandra L Brewer	8303 So. Colt Dr 102-12-0203	" "
3/21/2010	Le R Brewer	8303 S. Colt Dr. 102-12-0203	" "
2/13/2010	Robert Frankenberg	9025 S. Kellner Cyn 102-15-03A	" "
3/22/10	Geoffrey D. Condit	9020 S. Kellner Rd, Kellner Globe 102-15-003B	" "
3/22/10	Kathleen M. Condit	9020 S. Kellner ~~Rd~~ Canyon Rd. Globe.	year round 102-15-003B
3/22/10	Charmion R. McKusick	9025 S. Kellner Canyon Rd Globe 102-15-003A	" "
3-21-2010	[illegible]	9260 S Kellner Canyon Globe 102-15-610 C	" "
3-21-2010	Jean Hering	9260 S Kellner Canyon Globe 102-15-610 C	" "
03-22-2010	[illegible]	9263 Kellner Canyon Rd Globe 4-102-15010 D	365 Day Per year
3-21-2010	Scott R. Jackson	8882 S. KELLNER CYN GLOBE 10222026A	Year Round
3-27-2010	Lynn Jones	927 W. Juniper Dr., Miami AZ 205-32-023	Year Round 206-08-001A
3-28-2010	Gary L Jones	5821 E. Quail Run, Globe AZ 207-25-011A	Year Round
" " "	Gary L Jones	" " " " " " 206-08-01A	" "
" " "	Gary L Jones	" " " " " " 207-25-003C	" "
4-22-10	Jo Elaine Lewis	9222 S. Kellner Canyon Globe AZ 10215009E	Year Round
4-22-10	Ray D. Lewis	9222 S Kellner Canyon Globe AZ 10215009E	Year Round


U.S. HWY 60
ADONIS AVE
BEGIN PRIMITIVE ROAD
EXHIBIT A
CHERRY FLATS ROAD A THIRTY FOOT WIDE PRIMITIVE ROAD PER GILA COUNTY DIVISION OF PUBLIC WORKS POLICY NO. ENG03-03
206-08-001A (LEROY & GARY LEE JONES)
CHERRY FLATS ROAD
N
Not to scale
BLM
EXISTING RIGHT OF WAY
STATE TRUST LAND
EXISTING RIGHT OF WAY
206-08-006 (PAGE LAND & CATTLE CO.)
CHERRY FLATS ROAD
END PRIMITIVE ROAD
206-08-007B
STATE TRUST LAND
206-08-007A (PAGE LAND & CATTLE CO.)
BLM
206-08-007C
GILA COUNTY PUBLIC WORKS
ENGINEERING DEPARTMENT
CHERRY FLATS ROAD
PRIMITIVE ROAD
POLICY NO. ENG03-03
DATE: 03-01-16
SHEET 1 OF 1
THE GREAT SEAL OF GILA COUNTY ARIZONA
DIT DEUS
1881

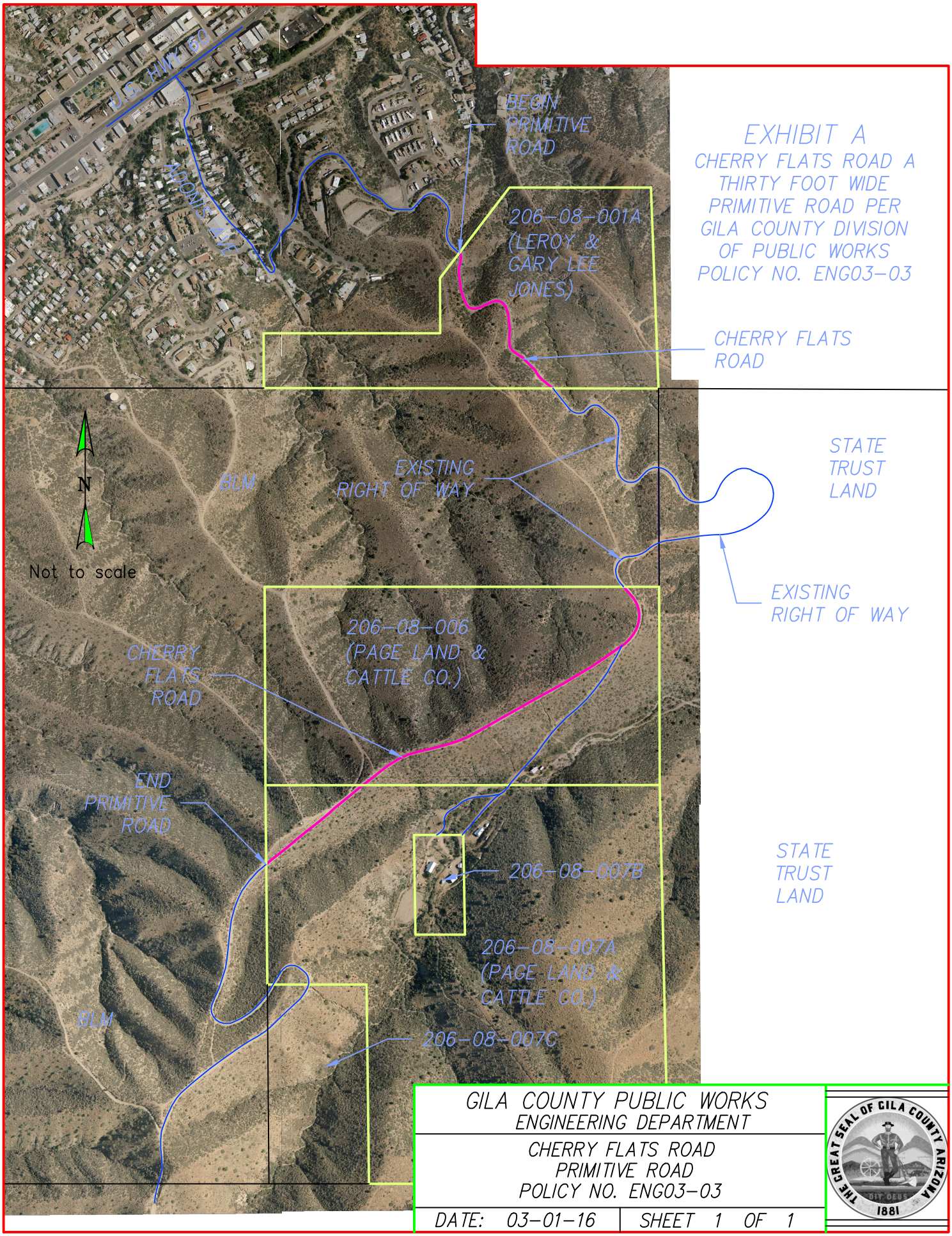


EXHIBIT A
CHERRY FLATS ROAD A THIRTY FOOT WIDE PRIMITIVE ROAD PER GILA COUNTY DIVISION OF PUBLIC WORKS POLICY NO. ENG03-03

GILA COUNTY PUBLIC WORKS
ENGINEERING DEPARTMENT

CHERRY FLATS ROAD
PRIMITIVE ROAD
POLICY NO. ENG03-03

DATE: 03-01-16 | SHEET 1 OF 1

ARF-3559 **Regular Agenda Item** **3. H.**

Regular BOS Meeting

Meeting Date: 04/05/2016

Submitted For: Steve Sanders, Director

Department: Public Works Division: Engineering

Information

Request/Subject

Public sale for portions of Blake, Coplen and Hobart Streets, Arlington Heights, Official Map 31, Gila County Records, AZ.

Background Information

On December 1, 2015, during a regular meeting of the Board of Supervisors, the Board gave the approval to begin the process for the disposal of an unnecessary public roadway being a portion of Blake, Coplen, and Hobart Streets. Staff began the necessary notifications and public postings of the Board's decision.

Arlington Heights subdivision was recorded in April 1911. Some of the roads in the subdivision have never been constructed due to the topography of the land. Through the years there have been previous abandonments of these roads by past Boards. A portion of Blake and Coplen Streets were abandoned in 1973 through the adoption of Resolution No. 72-2-2. A portion of Hobart Street was abandoned in 1978 through the adoption of Resolution No. 78-6-1.

Ronald Attaway has submitted a bid in the amount of $243 for these portions of Blake, Coplen and Hobart Streets. This bid meets the minimum requirement established by the current Gila County policy on the abandonment of roadways in Gila County.

No other bids have been received; however, bids may be accepted at the public sale.

Evaluation

Abandoning these roads will not deny anyone access to their property.

Conclusion

It is in the best interest of all involved to abandon portions of Blake, Coplen and Hobart Streets.

Recommendation

The Public Works Division Director recommends that Gila County accept the bid from Ronald Attaway.

Suggested Motion

Information/Discussion/Action for the public sale of portions of Blake, Coplen and Hobart Streets, Arlington Heights, an area in Globe as shown on Official Map No. 31, and to accept the bid in the amount of $243 from Ronald Attaway for these portions of Blake, Coplen and Hobart Streets. **(Steve Sanders)**

Attachments

Acknowledgment
Notice of Sale

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

Steve Sanders, Director
ssanders@gilacountyaz.gov

745 N. Rose Mofford Way
Globe, Arizona 85501
Phone (928) 402-8521
Fax (928) 425-8104
www.gilacountyaz.gov

Public Works Division

At least sixty days before the date of the sale, a notice of sale describing the roadway or portion of the roadway to be sold was posted at intervals of no more than one mile and in at least three places on or along the side of the roadway. A copy of that notice is attached. The date the notice was posted was: **_01/20/2016 and 01/27/2016___**. The notice made specific reference to A.R.S. Section 28-7204 and stated that a person may submit purchase offers and that abutting owners have preference rights pursuant to A.R.S. Title 28, Chapter 20, Article 8 (Article 8 is titled: Disposition of Public Roadways). The notice was delivered or mailed to abutting owners of record whose addresses were known or readily discoverable as follows:

Name:	Address:	Date of Mailing:
__Ronald Attaway,	**1203 W. Euclid Ave, Globe AZ 85501_____**	**01/08/2016**

County Authorized Signature: _____

STATE OF ARIZONA)
) **ss.**
COUNTY OF _____)

ACKNOWLEDGMENT

On this 20th day of January 2016, before me, the undersigned Notary Public, personally appeared STEVE SANDERS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 4-13-19

Shannon Boyer
Notary Public

SHANNON BOYER
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
April 13, 2019

NOTICE OF SALE OF PUBLIC ROADWAY
PURSUANT TO A.R.S. §28-7204

NOTICE IS HEREBY GIVEN that Steve Sanders, Gila County Public Works Division Director, will sell at Public Sale on the 5th day April 2016, at 10:00 o'clock at the Gila County Courthouse, 1400 E. Ash Street, Globe, Arizona, a portion of the roadway as described on the attached Exhibit A; and,

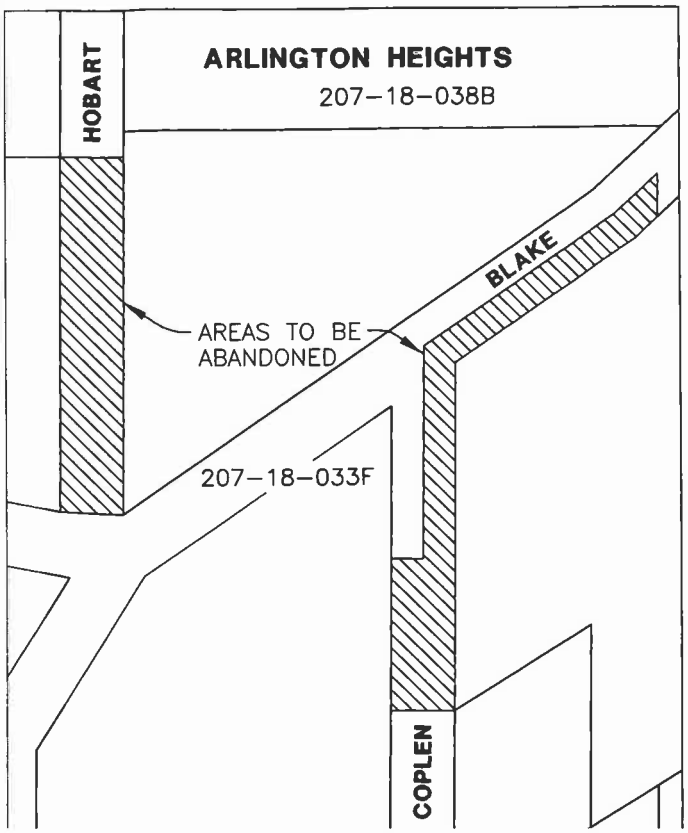
TAKE NOTICE that any person may submit purchase offers; however, abutting owners of the aforementioned roadway or portion of the roadway have preference rights to purchase the portion or a portion for the consideration paid for the land by the city, town, county or state, which first acquired the land within the roadway for public use; and,

TAKE FURTHER NOTICE that the abutting owner may exercise preference rights before the proposed date of sale by written notice to Marian Sheppard, Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

DATED this _7th_day of January 2016.

By: _____
Steven Sanders, Director
Gila County Public Works Division

TO BE PUBLISHED:
Arizona Silver Belt: Wednesday, January 20, 2016
Wednesday, January 27, 2016



ARF-3600 **Regular Agenda Item** **3. I.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted For:	Jeff Hessenius, Finance Director		
Submitted By:	Jeannie Sgroi, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2016	Budgeted?:	Yes
Contract Dates Begin & End:	04-06-16 to 04-05-19	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Purchase of a 3-year service plan with Stanley Convergent Security Solutions.

Background Information

Stanley Convergent Security Solutions (Stanley CSS) provides the security access card control system for the doors at all Gila County locations.

Evaluation

The access control systems at some of the Gila County facilities are over ten years old. As equipment is aging, staff is finding there are increasing quantities of service issues and associated replacement costs. Staff asked Stanley to provide a quote for a 12-month service plan (attached) and a 3-year service plan (attached). By purchasing a 3-year service plan with Stanley CSS, Gila County will experience a savings in service plan costs of $6,684 per year in comparison to purchasing an annual service plan, as well as be able to budget costs associated with repairs. A service plan will keep systems in optimal condition for the lifetime of the service plan term, preventing massive replacement costs that will occur due to the age of the systems.

The service plan will cover all instances of access control failure that occurs between 8 A.M. to 5 P.M., Monday through Friday. Should service calls take place outside of those hours, standard after-hour costs will apply. The attached service plan quotes a monthly cost for service to all systems in operation by Gila County at $1,603. That translates into an annual cost of $19,236, and a 3-year cost of $57,708.

While there are other manufacturers that can produce similar installed products, it would be cost prohibitive to change the hardware and software at this time. Stanley's BASIS products and software is a sole source product. The equipment and software is manufactured, sold and distributed exclusively by Stanley CSS. There are no dealers or agents authorized to represent these products. With the feature sets of BASIS, Stanley warrants that no other items or products are available for purchase that would serve the same purpose or function and there is only one price for the above-named product because of exclusive distribution and marketing rights.

Conclusion

Staff feels it will be beneficial to purchase a 3-year service plan with Stanley CSS to save on costs between a 3-year service plan versus a 1-year service plan, and to keep the access control systems in optimal condition for the lifetime of the service plan term.

Recommendation

It is the recommendation of the Finance Division Director and the Public Works Division Director that the Board of Supervisors approve purchasing a 3-year service plan with Stanley CSS for the various access control systems installed at Gila County facilities.

Suggested Motion

Information/Discussion/Action to approve purchasing a 3-year service plan with Stanley Convergent Security Solutions to cover all instances of access control failure on all BASIS access control systems at various Gila County facilities for an annual amount of $19,236 and a 3-year cost of $57,708. **(Jeff Hessenius/Steve Sanders)**

Attachments

Service Agreement No. 022616-Stanley Convergent Security Solutions

36 month Plan Rates

12 month Plan Rates

Approval as to Form

Tommie C. Martin, District I
610 E. Highway 260, Payson, AZ. 85547
(928) 474-2029

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743
Fax: (928)425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 022616

36 MONTH RATE PLAN FOR ACCESS CONTROL SERVICE

THIS AGREEMENT, made and entered into this _____ day of _____, **2016**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Stanley Convergent Security Solutions (Stanley CSS)**, of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for the maintenance of the access control systems in various Gila County buildings, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Facilities Manager or designee.

To the extent that the terms and conditions of this Service Agreement conflict with the terms and conditions of Stanley CSS Quote 4, dated January 04th, 2016, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

Scope of Work: Refer to attached Stanley CSS Quote 4, dated January 4th, 2016, by mention made a binding part of this agreement as set forth herein. On a monthly basis, the service plan covers all service calls and technician visits that happen during Monday through Friday, between 8 A.M. and 5 P.M. This includes issues with card readers, door position switches, request to exit devices, electrified locking hardware, access control cabling, control panels, power supplies, batteries, intercoms, door release buttons, and access control software. The service plan will cover all parts, labor, and any associated shipping costs. The service plan excludes vehicle gate motors, automatic door openers, and access control server hardware provided by Gila County.

Contractor Fee's: Refer to attached Stanley CSS Quote 4, dated January 4th, 2016, by mention made a binding part of this agreement as set forth herein.

Definitions:

ACTS OF GOD: An event that directly and exclusively results from the occurrence of natural causes that could not have been prevented by the exercise of foresight or caution; an inevitable accident.

VANDALISM: Consequence derived from human action causing the destruction of, or damage to, property, usually, but not necessarily, intentionally or maliciously.

CONTRACTOR: Refers to Stanley CSS.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

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

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

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501,** or emailed to Jeannie Sgroi at jsgroi@gilcountyaz.gov . The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns.

Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the Chairman of the Board of Supervisors and expires three years from that date.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid thirty-six monthly payments of **$1,603.00** per month, for a total fee of **$57,708.00** for the service plan as outlined in the Article 1-Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, three (3) identical copies of Service Agreement No. 022616, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2016.

GILA COUNTY BOARD OF SUPERVISORS

_____

Michael A. Pastor, Chairman Board of Supervisors

STANLEY CONVERGENT SECURITY SOLUTIONS

_____

Authorized Signature

BRIAN D. COLLIGNON

_____

Print Name

ATTEST

_____

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

_____

Jefferson R. Dalton, Deputy Gila County Attorney
Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Quote 4 January 4th, 2016

Gila County

Service

- As equipment is aging at all Gila County locations, administrators have begun to notice that there are increasing quantities of service issues and associated replacement costs.
- Under a service plan, Gila County can budget for service items that may arise from the equipment and software's daily use
- Under the service plan, Gila County will keep the equipment in optimal condition for the lifetime of the service agreement, preventing massive replacement costs that would come.

Sole Source Service Plan:
Stanley's BASIS products and software is a sole source product. The equipment and software is manufactured, sold, and distributed exclusively by Stanley CSS. There are no agents or dealers authorized to represent these products. With the feature sets of BASIS, Stanley warrants that no other items or products are available for purchase that would serve the same purpose or function and there is only one price for the above-named product because of exclusive distribution and marketing rights.

Customized Support

- Service plan will cover all instances of access control failure (except vandalism and acts of God) under M-F 8-5. Should calls take place outside those hours, standard after-hour rates apply. After-hour service plans are available upon request.

2016 Service Plan Rates for 36-months: listed as a PER-MONTH rate

Location Name	Address	Rate
Gila County - Globe Courthouse	1400 E Ash St Globe, AZ 85501	$355.00
Gila County - Globe Sherriff's Admin	1177 E Monroe St Globe, AZ 85501	$210.00
Gila County - Payson Jail	108 W Main St Payson, AZ 85541	$210.00
Gila County - Globe Jailhouse	1100 E South St Globe, AZ 85501	$285.00
Gila County - Payson Courts	714 S Beeline Hwy Payson, AZ 85541	$340.00
Gila County - Guerrero Bld	1400 E Ash St Globe, AZ 85501	$48.00
Gila County - Public Works	745 N Rose Mofford Way Globe, AZ 85501	$90.00
Gila County - Facilities	725 N Rose Mofford Way Globe, AZ 85501	$65.00
TOTAL		$1603.00

Remit to:
Stanley Convergent Security
Dept CH 10651
Palestine, IL 60055-4210

Matt Alvey
Systems Integration Consultant
C: 480-216-9273
E: matt.alvey@sbdinc.com
F: 480-393-8273

Quote 1 December, 7th 2015

Gila County

Service

- As equipment is aging at all Gila County locations, administrators have begun to notice that there are increasing quantities of service issues and associated replacement costs.
- Under a service plan, Gila County can budget for service items that may arise from the equipment and software's daily use
- Under the service plan, Gila County will keep the equipment in optimal condition for the lifetime of the service agreement, preventing massive replacement costs that would come.

STANLEY Security

THE GREAT SEAL OF GILA COUNTY ARIZONA 1881

Customized Support

- Service plan will cover all instances of access control failure (except vandalism and acts of God) under M-F 8-5. Should calls take place outside those hours, standard after-hour rates apply. After-hour service plans are available upon request.

12 month

2016 Service Plan Rates: listed as a PER-MONTH rate

Location Name	Address	Rate
Gila County - Globe Courthouse	1400 E Ash St Globe, AZ 85501 FM0101	$520.00
Gila County - Globe Sherriff's Admin	1177 E Monroe St Globe, AZ 85501 FM0901	$260.00
Gila County - Payson Jail	108 W Main St Payson, AZ 85541 FM1701	$260.00
Gila County - Globe Jailhouse	1100 E South St Globe, AZ 85501 FM0501	$410.00
Gila County - Payson Courts	714 S Beeline Hwy Payson, AZ 85541 FM1601	$460.00
Gila County - Public Works	745 N Rose Mofford Way Globe, AZ 85501 FM0710	$110.00
Gila County - Facilities	725 N Rose Mofford Way Globe, AZ 85501 FM0712	$80.00
Gila County - Guerrero Bld	1400 E Ash St Globe, AZ 85501 FM0106	$60.00
	TOTAL	$2160.00

Matt Alvey
Systems Integration Consultant
C: 480-216-9273
E: matt.alvey@sbdinc.com
F: 480-393-8273

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

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

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

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

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

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

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

ARF-3699 **Regular Agenda Item** **3. J.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted For:	Jeff Hessenius, Finance Director		
Submitted By:	Jeannie Sgroi, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2016	Budgeted?:	Yes
Contract Dates Begin & End:	TBD	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Intergovernmental Agreement No. 031216-Approve sale of modular unit to Gila Community College.

Background Information

Since 2001, the County had been renting property owned by Arizona Public Service Electric Company (APS) for the location of the Gila County Sheriff's Posse Search and Rescue Organization at a rental rate of $1.00 per month. In September 2005, APS expressed an interest in selling the building to the County. At the September 20, 2005 Board of Supervisors Regular meeting, the Board directed the Public Works Division Director to proceed with the purchase of the APS property.

The County purchased the triple wide modular building and the land it sits on. The County continued to lease the back parking lot as an impound lot at a rate of $1.00 per month.

Evaluation

In May 2006, the County purchased the 2,231 square foot, triple wide modular building, VIN numbers AZ86289, AZ86290, and AZ86291, and the property it sits on from APS. The County used the modular building for the Gila County Sheriff's task force and the Sheriff's Posse Search and Rescue Organization. Since the Gila County Fairgrounds modular building is unoccupied and can be used as an office, the County will add another modular building to use as a classroom for the Gila County Sheriff's Task Force.

Conclusion

The GCSO no longer has any need for the triple wide modular building purchased from APS. Gila Community College has expressed a need for the modular building. Intergovernmental Agreement No. 031216 will provide for Gila County to sell the 2,231 square foot triple wide building, VIN #'s AZ86289, AZ86290, and AZ86291, to the Gila Community College for $1.00, to aid in the economic development of Gila County by assisting in the creation or retention of jobs or by improving or enhancing the

economic welfare of the inhabitants of Gila County.

Recommendation

The GCSO recommends selling the modular building to Gila Community College, for $1.00 to assist in the improvement and enhancement of the economic welfare of the inhabitants of Gila County.

Suggested Motion

Information/Discussion/Action to approve the sale of the 2,231 square foot, triple-wide building (VIN numbers AZ86289, AZ86290 and AZ86291) to the Gila Community College for $1.00; thereby, assisting in the economic development of Gila County by improving or enhancing the economic welfare of the inhabitants of Gila County, and to authorize the Chairman's signature on Intergovernmental Agreement No. 031216. **(Jeff Hessenius/Steve Sanders)**

Attachments

Intergovernmental Agreement No. 031216

Waiver of Conflict of Interest Gila County

Waiver of Conflict of Interest Gila County Community College

INTERGOVERNMENTAL AGREEMENT 031216
BETWEEN
THE GILA COUNTY COMMUNITY COLLEGE DISTRICT (PROVISIONAL)
AND
GILA COUNTY
SALE OF A MODULAR UNIT

This Intergovernmental Agreement is made and entered into by and between **GILA COMMUNITY COLLEGE DISTRICT** ("College"), a provisional Arizona community college district pursuant to A.R.S. § 15-1402.01, and **GILA COUNTY** ("County"), a political subdivision of the State of Arizona, hereinafter collectively referred to as "the Parties."

RECITALS

WHEREAS, this Intergovernmental Agreement ("IGA") is authorized pursuant to A.R.S. § 11-951, et seq., A.R.S. § 11-254.04, A.R.S. § 11-952(9), A.R.S. § 15-1444; and,

WHEREAS, the County possesses a 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291, which the County no longer has any need for; and

WHEREAS, the College desires to purchase the 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291, from the County for One Dollar and no cents ($1.00); and

WHEREAS, the College is engaged in the provision of secondary education services and additionally provides vocational training, retraining and small business development opportunities for Gila County residents; and,

WHEREAS, the Parties have a mutual interest in best management practices of preserving the College's buildings and facilities; and,

WHEREAS, the Gila County Board of Supervisors has determined to assist the College with the preservation of education facilities; and

WHEREAS, the Gila County Board of Supervisors has determined that the College's use of the 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291, would help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of the County because it would assist in the creation or retention of jobs or otherwise improve or enhance the economic welfare of the inhabitants of the County.

SCOPE

It is the intent of the County pursuant to A.R.S. § 11-251(9) to authorize by unanimous vote of the board of supervisors, the sale to the College, of a 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291, for the purchase price of One Dollar and no cents ($1.00), to help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of the County because it would assist in the creation or retention of jobs or otherwise improve or enhance the economic welfare of the inhabitants of the County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Gila County agrees to sell a 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291, to the College for One Dollar and no cents ($1.00) such other valuable consideration.

2. The College agrees to accept a 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291, **AS IS**, and acknowledges that the County makes no warranties with respect to the fitness of the 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291.

3. The College agrees that its sole remedy in any action regarding this intergovernmental agreement is the return of its purchase price. In any action regarding this agreement, each party shall bear its own attorney's fees and costs.

4. This Intergovernmental Agreement shall last until the 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291 is transferred to the College, but the provisions of the agreement shall survive and govern any dispute between the parties.

5. Each party shall establish and maintain a budget to comply with its obligations under this agreement.

6. The parties to this Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this agreement.

7. This IGA may be terminated in accordance with the provisions of A.R.S. § 38-511.

8. All notices or demands upon the Parties shall be in writing and delivered to:

Gila Community College 8274 Six Shooter Canyon Road Globe, Arizona 85501 or P.O. Box 2656 Globe, Arizona 85502	Gila County Procurement Group 1400 East Ash Street Globe, Arizona 85501

9. Attached hereto and incorporated herein by reference is the determination of each Party's legal counsel of their respective authority to enter into this IGA and, further, that the IGA is in proper form.

10. Legal Arizona Workers Act Compliance: The County and the College hereby warrant that each will at all times during the life of this Contract comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. § 23-214(A) (together with the "State and Federal Immigration Laws"). The County and the College each shall further ensure that each subcontractor who performs any work for either under this contract likewise complies with the State and Federal Immigration Laws.

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

    Any breach of the County's or College's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the County or College, as the case may be, shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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

11. Notice of Dual Representation: The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this IGA this _____ day of _____, 2016.

GILA COMMUNITY COLLEGE

By: _____
Title: Jay Spehar,
President, Governing Board
Date: 3/24/2016

GILA COUNTY

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

ATTEST

By: _____
Title: B. Stephen Cullen,
Sr. Dean, Gila Community College District

ATTEST

By: _____
Title: Marian Sheppard,
Clerk of the Board of Supervisors

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

Pursuant to A.R.S. § 11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COMMUNITY COLLEGE** has been submitted to the undersigned as attorney for **GILA COUNTY**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COUNTY**.

DATED this _____ day of _____, 2016.

Bradley D. Beauchamp, Gila County Attorney

By:_____
Title: Jefferson R. Dalton,
Deputy Gila County Attorney
Civil Bureau Chief

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

Pursuant to A.R.S. § 11-952, the foregoing Intergovernmental Agreement (IGA) with **GILA COUNTY** has been submitted to the undersigned as attorney for **GILA COMMUNITY COLLEGE**. The undersigned County Attorney has determined that said IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona to **GILA COMMUNITY COLLEGE**.

DATED this _____ day of _____, 2016.

Bradley D. Beauchamp, Gila County Attorney

By:_____
Title: Jefferson R. Dalton,
Deputy Gila County Attorney
Civil Bureau Chief

WAIVER OF POSSIBLE CONFLICT OF INTEREST

The Arizona Rules of Professional Conduct, Ethics Rule 1.7 provides in part:

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

The Gila County Attorney, Bradley D. Beauchamp, represents the Gila County Board of Supervisors (Gila County) and, pursuant to A.R.S. § 11-532(A)(11), provides legal advice to the Gila Community College District on matters related to the duties of the Gila Community College governing board.

There is before Gila County Board of Supervisors a proposed intergovernmental agreement (IGA) between Gila County and the Gila Community College District. This IGA defines the purchase of a 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291 by the Gila Community College District from Gila County for the amount of One Dollar and no cents ($1.00), to help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of

the County because it would assist in the creation or retention of jobs or otherwise improve or enhance the economic welfare of the inhabitants of the County.

. It is possible that the representation by the Gila County Attorney's Office of both the Gila County Board of Supervisors and the Gila Community College District with regard to the approval of this IGA could be viewed as a conflict of interest (i.e. that the representation of one client will be materially limited by the responsibilities to the other.)

Notwithstanding, the Gila County Attorney has determined that:

1. Representation of the Gila Community College District will not be materially limited by the Gila County Attorney's responsibilities to the Gila County Board of Supervisors and the Gila County Attorney's Office is able to provide competent and diligent representation to each affected client;

2. Representation of each affected client is not prohibited by law; and

3. Representation of each affected client does not involve the assertion of a claim by one client against another client represented by the County Attorney in the same litigation or other proceeding before a tribunal.

Considering the above information, the Gila County Board of Supervisors waives any potential conflict arising from the dual representation described above in this waiver and gives its written informed consent to such dual representation.

4-5-2016
Date

Michael A. Pastor, Chairman
Gila County Board of Supervisors

WAIVER OF POSSIBLE CONFLICT OF INTEREST

The Arizona Rules of Professional Conduct, Ethics Rule 1.7 provides in part:

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

The Gila County Attorney, Bradley D. Beauchamp, represents the Gila Community College District and, pursuant to A.R.S. § 11-532(A)(7), provides legal advice to the Gila County Board of Supervisors (Gila County).

There is before the Gila County Board of Supervisors a proposed intergovernmental agreement (IGA) between Gila County and the Gila Community College District. This IGA defines the purchase of a 2,231 square foot triple wide modular building, VIN #'s AZ86289, AZ86290, and AZ86291 by the Gila Community College District from Gila County for the amount of One Dollar and no cents ($1.00), to help advance the public welfare of the inhabitants of Gila County and thereby assist in economic development of the County because it would assist in the creation or retention

of jobs or otherwise improve or enhance the economic welfare of the inhabitants of the County.

. It is possible that the representation by the Gila County Attorney's Office of both the Gila County Board of Supervisors and the Gila Community College District with regard to the approval of this IGA could be viewed as a conflict of interest (i.e. that the representation of one client will be materially limited by the responsibilities to the other.)

Notwithstanding, the Gila County Attorney has determined that:

1. Representation of the Gila Community College District will not be materially limited by the Gila County Attorney's responsibilities to the Gila County Board of Supervisors and the Gila County Attorney's Office is able to provide competent and diligent representation to each affected client;

2. Representation of each affected client is not prohibited by law; and

3. Representation of each affected client does not involve the assertion of a claim by one client against another client represented by the County Attorney in the same litigation or other proceeding before a tribunal.

Considering the above information, the Gila Community College waives any potential conflict arising from the dual representation described above in this waiver and gives its written informed consent to such dual representation.

4/7/2016
Date

Jay Spehar,
President, Governing Board
Gila Community College

ARF-3701 **Regular Agenda Item** **3. K.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted For:	Jeff Hessenius, Finance Director		
Submitted By:	Jeannie Sgroi, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2016	Budgeted?:	Yes
Contract Dates Begin & End:	60 Calendar Days from Notice to Proceed	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Award Contract No. 011516 - Mesa Del Caballo Streets Improvement Project-Phase I.

Background Information

At the February 16, 2016, Board of Supervisors Regular Meeting, the Board approved a Request to Advertise for the Mesa Del Caballo Street Improvement Project-Phase I.

Mesa Del Caballo is a housing subdivision approximately 2 miles north of the Town of Payson, along Houston Mesa Road. The streets within the subdivision are maintained by Gila County. When the roads were originally paved, a cold mix asphalt was used. Over time, many of the paved roads have deteriorated to the point where they need to be re-paved.

Invitation for Bids No. 011516 - Mesa Del Caballo Streets Improvement Project-Phase I (IFB) was advertised in the Arizona Silver Belt on February 24, 2016, and March 02, 2016, with a bid due date of March 23, 2016.

Evaluation

This project will consist of milling and re-paving three of the streets with hot mix asphalt. The project will also include replacing some of the existing culverts and making minor drainage improvements. The streets included in Phase I are; Barranca Street, Sepia Road, and Paloma Vista. Currently, due to the deteriorated pavement, the County roads maintenance crews have to frequently patch potholes on these roads. This project will reduce future maintenance costs, improve the driving surface, and reduce drainage issues for residents within the subdivision.

IFB No. 011516 was emailed out to thirty-three contractors, two construction publications (see attached Plan Holder List) and posted on the County website. A mandatory site walk through was held on March 10, 2016, at 10:00 A.M. Twenty contractors and vendors attended the walk through (see attached Addendum No. 1 which includes the sign-in sheets). Six bids were received.

Per the Time of Completion provision in the IFB, work shall be completed within sixty calendar days from the commencement date on the Notice to Proceed. Bid responses were opened and evaluated in accordance with A.R.S. §41-2533, Competitive Sealed Bidding.

Conclusion

Considering the savings by reducing future maintenance costs, and improving the driving surface and drainage problems, staff feels by performing this project, both the County and the residents of the Mesa Del Caballo subdivision will benefit from the finished product.

Recommendation

It is the recommendation of the Finance Division Director and the Public Works Division Director that the Board of Supervisors award a contract to Alliance Streetworks, Inc. for a bid amount of $149,973.72, in response to Invitation for Bids No. 011516 - Mesa Del Caballo Streets Improvement Project-Phase I.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 011516 - Mesa Del Caballo Streets Improvement Project-Phase I; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. **(Jeff Hessenius and Steve Sanders)**

Attachments

Invitation For Bid No. 011516
Plan Holder List
Addendum No. 1 to IFB No. 011516
As Read Bid Results
Contract No. 011516-Alliance Streetworks
Alliance Streetworks, Inc.
ABC Asphalt, LLC
Intermountain West Civil Constructors, Inc.
Roy Haught Excavating, Inc.
Pima Paving
Ricor, Inc.
Approval as to Form

GILA COUNTY
REQUEST FOR INVITATION FOR BIDS

MESA DEL CABALLO STREETS IMPROVEMENT PROJECT-PHASE I

BID CALL 011516

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel Jr.

PUBLIC WORKS DIRECTOR
Steve Sanders

INVITATION FOR BIDS
BID CALL NO. 011516

Sealed bids will be received by **Gila County Procurement, in the Guerrero Conference Room, 1400 East Ash St., Globe, AZ 85501,** until **4:00 P.M. (AZ Time), Wednesday, March 23, 2016** for the **Mesa Del Caballo Streets Improvement Project-Phase I, GILA COUNTY, ARIZONA, BID NO. 011516** 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 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.**

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

There is a mandatory site walk through scheduled for 10:00 A.M. (AZ Time), Thursday, March 10, 2016. The site walk will begin at the Barranca Road location in Payson, 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 **"MESA DEL CABALLO STREETS IMPROVEMENT PROJECT-PHASE I, PAYSON, ARIZONA BID CALL NO. 011516".** All Bids shall be mailed or delivered to the **Gila County Procurement Department, Attention: Jeannie Sgroi, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501.** Gila County Engineering Services and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex.

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 the Arizona Silver Belt: **February 24, 2016** and **March 02, 2016**

Signed: _____ Date: 2 / 16 / 16
Michael A. Pastor, Chairman of the Board of Supervisors

Signed: _____ Date: 2 / 16 / 16
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. No forms shall be detached from the bid packet. The proposal must include the entire bid packet, in triplicate, and the following forms, **all with original signatures**, must accompany the bidders proposal:

   - Bid Proposal (pages 81 to 83)
   - Bid Schedule (pages 84 to 85)
   - Surety (Bid) Bond (page 86)
   - Qualification & Certification Form (pages 87 to 88)
   - Reference List (pages 89)
   - Affidavit of Non-Collusion (page 90)
   - Subcontracting Certification (page 91)
   - Check List & Addenda Acknowledgment (page 92)
   - Contract (pages 93-99)
   - Contract Performance Bond (page 100)
   - Labor and Materials Bond (page 101)
   - Contract Performance Warranty (page 102)
   - 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. 011516 – Mesa Del Caballo Street Improvements Project-Phase I"**, on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Wednesday, March 23, 2016**, **4:00 P.M.** on the date specified herein, to the Gila County Procurement Department, Attention: Jeannie Sgroi, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. **No bids will be accepted after 4:00 P.M. AZ Time, Wednesday, March 23, 2016. Bids will be opened at 4:00 P.M., Wednesday, March 23, 2016.**

4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.

Notification to Bidders continued…

5. **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 is required, $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
   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** – "As Read" Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.

8. **Mandatory Pre-Bid Walk Through**
   There is a mandatory site walk through scheduled for **10:00 A.M. (AZ Time), Thursday, March 10, 2016.** The Pre-Bid Walk Through will begin at the Barranca Road location in Payson, 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 Jeannie Sgroi, Contracts Administrator at jsgroi@gilacountyaz.gov in writing (phone: 928-402-8612, fax: 928-402-4386) submitted no later than 3:00 P.M., AZ time, on Thursday, March 17, 2016**.** A response will be issued to all plan holders no later than 3:00 P.M., AZ time, on Monday, March 21, 2016.

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SPECIAL PROVISIONS

FOR

MESA DEL CABALLO STREETS IMPROVEMENT PROJECT

The proposed work is located in Gila County, within the subdivision known as Mesa Del Caballo, approximately 2 miles north of the Town of Payson. The work will be performed on the following roads within the subdivision: Sepia, Paloma Vista and Barranca. The work consists of the removal of the existing pavement surface and select pipe culverts, and the installation of new pipe culverts, asphaltic concrete pavement, aggregate base course and other work as shown on the plans (see Appendix B for project plans).

SPECIFICATIONS:

The plans and these Special Provisions reference certain Standard Specifications and Standard Details developed by the Maricopa Association of Governments (MAG) and the Arizona Department of Transportation (ADOT). The following separate documents shall be used accordingly:

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008.
Arizona Department of Transportation, Construction Standard Drawings, 2012 edition.
Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, 2015 Edition.
Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, 2015 Edition.

Wherever reference in the above cited Standard Specifications is made to MAG or ADOT it shall refer to Owner as defined in Section 101-02 herein of these Special Provisions.

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.

GENERAL REQUIREMENTS:

EXISTING UTILITY MANHOLES AND VALVE BOX ADJUSTMENTS

The Contractor shall adjust all manholes and valve boxes as needed per MAG Specifications - Section 345 and MAG Details 391-1, Type C, 391-2 and 422. There shall be no separate measurement or direct payment for this work. The cost being considered as included in other contract items.

FIRE PREVENTION

If during the project, fire restrictions are implemented the contractor shall be responsible for compliance with Tonto National Forest and Gila County fire prevention measures.

CONTRACTOR'S YARD

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 the Contractors' yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of Contractors' 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 the Contractors' yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

See Section 901 Mobilization for additional information.

CONTRACT TIME

Contractor shall complete all project work within sixty (60) calendar days from the commencement date as specified on the Notice to Proceed from the County.

SECTION 101 DEFINITIONS AND TERMS:

101-01 BLANK

101-02 DEFINITIONS:

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

MAG. Maricopa Association of Governments.

ADOT. Arizona Department of Transportation

ADOT STANDARD SPECIFICATIONS. Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 2008.

ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

ASTM. The American Society for Testing and Materials.

AASHTO. The American Association of State Highway and Transportation Officials.

AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

BOARD OF SUPERVISORS. The Gila County Board of Supervisors acting under the authority of the laws of the State of Arizona.

CALENDAR DAY. Every day shown on the calendar.

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.

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.

Section 101-Definition and Terms continued…

CONSTRUCTION LIMITS. Construction limits shall be defined as that area of the public right-of-way, easement or area shown on the construction plans to be disturbed as a part of the contract for this project.

CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the Contract form; the Proposal; the Performance Bond; the Payment Bond; any required insurance certificates; the Specifications; the Plans; and any addenda issued to bidders.

CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract. All pay items on this contract will be measured in English units.

CONTRACT TIME. The number of calendar 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 days, the contract shall be completed by that date.

CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted, and for the payment of all legal debts pertaining to the work, who acts directly or through lawful agents or employees to complete the contract work.

CONTRACTOR'S ENGINEER. The Arizona Registered Professional 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.

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.

ENGINEER. See OWNER.

EQUIPMENT. All machinery, together with the necessary fuel and supplies for upkeep and maintenance including, but not limited to, all tools and apparatus necessary for the proper construction and acceptable completion of the work.

EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

Section 101-Definition and Terms continued…

INSPECTOR. An authorized representative of the Owner's Engineer assigned to make all necessary quality assurance inspections and tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's Engineer is intended; and similarly, the words, "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Owner's Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

LABORATORY. A testing laboratory as may be designated or approved by the Owner's Engineer to test construction materials and products.

LABOR AND MATERIALS BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work. Also known as Payment Bond.

MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 10 percent of the total amount of the awarded contract. All other items shall be considered minor contract items.

MATERIALS. Any substance specified for use in the construction of the contract work.

MUTCD. The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration, 2003 Edition, with current revisions.

NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

OWNER. The term Owner shall mean the contracting agency signatory to the contract being Gila County or the "County".

OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

Section 101-Definition and Terms continued…

PAVEMENT. The combined surface, base course, and sub base course, if any, considered as a single unit.

PERFORMANCE BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

PLANS. The official drawings or exact reproductions, approved by the Owner's Engineer, which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

PROJECT. The agreed scope of work for accomplishing specific tasks.

PROPOSAL (BID, BID PROPOSAL). The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his proposal is accepted by the Owner. Also referred to as a Bid Bond.

SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

STRUCTURES. Facilities such as bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, underdrains, electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

SUBGRADE. The soil that forms the pavement foundation.

SUPERINTENDENT. The Contractor's authorized representative who is present on the work site during progress, and is authorized to receive and fulfill instructions from the Owner's Engineer, and who shall supervise and direct the construction.

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.

Section 101-Definition and Terms continued…

SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

WORK. The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

WORK DAY (WORKING DAY). A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Owners Engineer, which requires the presence of an inspector, will be considered and applied as working days.

WORK WEEK. A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday. Should the Contractor engage in work exceeding the forty (40) hour work week which requires the presence of an inspector, as determined by the Owners Engineer, the Contractor shall reimburse the County for all overtime hours.

OVERTIME HOURS. Any and all hours worked which are other than a normal work week. Contractor must give prior written notification to the Owners Engineer, for any and all overtime hours to be worked. It shall be at the Owner's discretion to provide an inspector at the worksite to ensure compliance during any and all overtime hours worked.

OVERTIME PAY. Any and all pay resulting from overtime hours worked.

OWNER'S INSPECTOR'S OVERTIME PAY. Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having received approval for overtime hours. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

SUBSTANTIAL COMPLETION. Per Section 105.19 of the ADOT Standard Specifications unless modified herein.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102-01 THRU 102-03 BLANK

102-04 CONTENTS OF PROPOSAL FORMS:

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder must include the entire bid packet.

The plans, specifications, and other documents designated in the proposal, whether attached or not to the proposal, are considered as a part of, and included with, the proposal.

102-05 ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

(a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
(b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
(c) Contractor default under previous contracts with the Owner.
(d) Unsatisfactory work on previous contracts with the Owner.

102-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES:

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. **Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.** It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) without in any way invalidating the unit bid prices.

Section 102-Bidding Requirements and Conditions continued…

102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:
The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Owner's Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be made or delivered to each person having received a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

Any addenda or bulletins issued during the time of bid preparations, forming a part of the contract documents furnished to the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the contract.

102-08 PREPARATION OF PROPOSAL:
The bidder shall submit his proposal on the forms furnished by the Owner. No forms shall be detached from the bid packet. The proposal must include the entire bid packet. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. A minimum of one (1) original and two (2) copies **all with original signatures** shall be submitted.

The bidder shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

102-09 BLANK

Section 102-Bidding Requirements and Conditions continued…

102-10 IRREGULAR PROPOSALS:
Proposals shall be considered irregular for the following reasons:

(a) If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
(c) If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
(d) If the proposal contains unit prices that are obviously unbalanced.
(e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

102-11 DELIVERY OF PROPOSAL:
Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

102-12 PROPOSAL GUARANTY:
Each proposal shall be accompanied by a certified check, cashier’s check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

102-13 WITHDRAWAL OR REVISION OF PROPOSALS:
A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal, provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the advertisement before the time specified for receipt of bids.

102-14 BLANK

Section 102-Bidding Requirements and Conditions continued…

102-15 PUBLIC OPENING OF PROPOSALS:
Proposals shall be opened and read publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend.

Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified shall be returned to the bidder unopened.

102-GC1 DISQUALIFICATION OF BIDDERS:
A bidder shall be considered disqualified for any of the following reasons:

(a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
(c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 102-05.
(d) Failure to submit all required official bid forms.

102-GC2 PROTESTS:
Only other bidders have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

(a) Name, address and telephone number of the protester.
(b) Signature of the protester or its representative, and evidence of authority to sign.
(c) Identification of the contract and the solicitation or contract number.
(d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
(e) The form of relief requested.

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

SECTION 103 AWARD AND EXECUTION OF CONTRACT:

103-01 CONSIDERATION OF PROPOSALS:

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

(a) If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 102-10.
(b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 102-GC1.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

103-02 THRU 103-03 BLANK

103-04 AWARD OF CONTRACT:

The award of contract, if it is to be awarded, shall be made within forty-five (45) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

This contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the Owner concerning price, conformity to the specifications and other factors.

103-05 CANCELLATION OF AWARD:

The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of Section 103-GC1.

Section 103-Award and Execution of Contract continued…

103-06 RETURN OF PROPOSAL GUARANTY:
All proposal guaranties, except those of the two (2) lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of Section 103-01. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time the unsuccessful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 103-07.

103-07 REQUIREMENTS OF CONTRACT BONDS:
At the time of the execution of the contract, the successful bidder shall furnish the Owner surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. §

103-08 EXECUTION OF CONTRACT:
The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 103-07, the Contractor’s Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 107-14, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

103-GC1 APPROVAL OF CONTRACT:
Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return a fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract. **This agreement is subject to cancellation pursuant to A.R.S. §38-511.**

103-09 FAILURE TO EXECUTE CONTRACT:
Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 103-08 and furnish an acceptable surety bond or bonds within the 10 calendar day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 103-07 shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

SECTION 104 SCOPE OF WORK:

104-01 INTENT OF CONTRACT:

The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

104-02(A) ALTERATION OF WORK AND QUANTITIES:

The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

104-02(B) OMITTED ITEMS:

The Owner's Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 109-05.

Section 104-Scope of Work continued…

104-02(C) EXTRA WORK:

Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called EXTRA WORK. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's Engineer's opinion, is necessary for completion of such extra work.

When determined by the Owner's Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 109-04.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract, shall be covered by an agreement as hereinbefore defined as a SUPPLEMENTAL AGREEMENT.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

104-03 DISPUTE & RESOLUTION:

- **Initial Notification & Dispute of Resolution:** As required by these Specifications or any time the Contractor believes the action or decision of the County, lack of action by the County, or for some other reason will result in or necessitate the revision of the Contract, the County Engineer must be notified immediately. If within two (2) working days the identified issue has not been resolved between the Contractor and the County, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the County Engineer will proceed in accordance with *MAG Uniform Standard Specifications Subsection 104.2.* In addition to proceeding in accordance with *Subsection 104.2,* the Contractor and the County must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in accordance with *MAG Specs Subsection 110.2.2 Dispute Resolution.*

Section 104-Scope of Work continued…

- **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 104-Scope of Work continued…

104-04 MAINTENANCE OF TRAFFIC:
It is the explicit intention of the contract that the safety of all traffic, vehicular and pedestrian, as well as the Contractor's equipment and personnel, is the most important consideration.

With respect to his own operations and the operations of all his subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of all traffic, vehicular and pedestrian.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the MUTCD, unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of pedestrian and vehicular traffic as specified in this subsection.

104-05 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK:
Should the Contractor encounter any materials such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

(a) Use such material in another contract item, providing such use is approved by the Owner's Engineer and is in conformance with the contract specifications applicable to such use; or,
(b) Remove such material from the site, upon written approval of the Owner's Engineer; or,
(c) Use such material for his own temporary construction on site; or,
(d) Use such material as intended by the terms of the contract.

Section 104-Scope of Work continued…

Should the Contractor wish to exercise option (a), (b), or (c), he shall request the Owner's Engineer's approval in advance of such use. Should the Owner's Engineer approve the Contractor's request to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Owner's Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any materials, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

104-06 THRU 104-07 BLANK

104-08 PREVENTION OF AIR AND NOISE POLLUTION: Per Section 104.08 of the ADOT Standard Specifications unless modified herein.

104-09 PROTECTION OF LANDSCAPE DEFACEMENT; PROTECTION OF STREAMS, LAKES AND RESERVOIRS: Per Section 104.09 of the ADOT Standard Specifications unless modified herein.

104-10 CONTRACTOR'S RESPONSIBILITY FOR WORK:
Until the Owner's Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 105-20(A), the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

Section 104-Scope of Work continued…

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense.

104-11 thru 104-13 BLANK

104-14 FINAL CLEAN UP:
Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Owner's Engineer.

SECTION 105 CONTROL OF WORK:

105-01 AUTHORITY OF THE OWNER'S ENGINEER:
The Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, based upon the Contractor's Engineer's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different contractors on the project. The Owner shall review and determine, based upon the Contractor's Engineer's certifications on amounts, quality of work and materials furnished, the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under contract.

105-02 THRU 105-03 BLANK

105-04 CONFORMITY WITH PLANS AND SPECIFICATIONS:
All work and materials furnished shall be the full responsibility of the Contractor and shall be in reasonably close conformity with the lines, grades, grading section, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications, and shall be certified by the Contractor's Engineer.

Section 105-Control of Work continued…

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.

105-05 BLANK

Section 105-Control of Work continued…

105-06 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS:
The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy or conflict, the order in which they govern shall be as follows:

(A) Supplemental Agreements
(B) Special Provisions
(C) Project Plans
(D) Standard Drawings
(E) Standard Specifications

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Owner for his interpretation and decision, and such decision shall be final.

105-07 COOPERATION OF CONTRACTOR: Per Section 105.07 of the ADOT Standard Specifications unless modified herein.

105-08 COOPERATION WITH UTILITY COMPANIES: Per Section 105.08 of the ADOT Standard Specifications unless modified herein.

105-09 COOPERATION BETWEEN CONTRACTORS: Per Section 105.09 of the ADOT Standard Specifications unless modified herein.

105-10 CONSTRUCTION STAKES, LINES AND GRADES: Per Section 105.10 of the ADOT Standard Specifications unless modified herein.

105-11 AUTHORITY AND DUTIES OF INSPECTORS:
Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his representative of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner's Engineer for his decision.

105-12 INSPECTION OF WORK: Per Section 105.12 of the ADOT Standard Specifications unless modified herein.

Section 105-Control of Work continued…

105-13 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:
All work which does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Owner as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of Section 105-04.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 104-10.

No work shall be done without lines and grades having been given by the Contractor's Engineer and authorized by the Owner. Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply as soon as possible with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

105-14 LOAD RESTRICTIONS: Per Section 105.14 of the ADOT Standard Specifications unless modified herein.

105-15 MAINTENANCE DURING CONSTRUCTION:
The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

Section 105-Control of Work continued…

105-16 FAILURE TO MAINTAIN THE WORK:
Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of Section 105-15, the Owner shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance conditions. The time specified will give due consideration to the emergency that exists.

Should the Contractor fail to respond to the Owner notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the emergency that exists. Any maintenance cost incurred by the Owner shall be deducted from monies due or to become due the Contractor.

105-17 BLANK

105-18 OPENING SECTIONS OF THE WORK TO TRAFFIC:
Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his own estimate of the difficulties involved in arranging his work to permit such beneficial occupancy by the Owner as described below:

Upon completion of any portion of the work listed above, with certification of the work by the Contractor's Engineer, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 105-20(A).

No portion of the work may be opened by the Contractor for public use until ordered by the Owner's Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner's Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his expense.

The Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

105-19 BLANK

Section 105-Control of Work continued…

105-20 ACCEPTANCE:

(A) PARTIAL ACCEPTANCE:

If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, and certified to be in compliance by the Contractor's Engineer, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

(B) FINAL ACCEPTANCE:

Upon due notice from the Contractor of presumptive completion of the entire project, and certification of completion and compliance to the approved plans by the Contractor's Engineer, Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, and recertification by the Contractor's Engineer, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

105-GC1 CONSTRUCTION SCHEDULE:

Prior to commencement of the work the Contractor shall prepare and submit to the Owner for review, a written schedule covering the general sequence of the work to be performed on a 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.

Section 105-Control of Work continued…

105-GC2 NEGOTIATIONS:
It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

(a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

(a) Competence and responsibility of Bidder.
(b) Qualifications and experience of Bidder.
(c) Past performance of Bidder.
(d) Conformity with bidding requirements and general considerations.
(e) Record of timely completion of punch lists on past projects.

Negotiations With Individual Contractors: Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

(a) Any response to a request for clarification of a bid shall be in writing.
(b) The Public Works Division shall keep a record of all negotiations.

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

(a) Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and/or Contract Award.
(b) Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

Section 105-Control of Work continued…

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

(a) A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful bidder.

If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

105-21 CLAIMS FOR ADJUSTMENT AND DISPUTES:
If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Owner in writing of his intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his written claim, along with certification by the Contractor's Engineer, to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

SECTION 106 CONTROL OF MATERIAL: Per Section 106 of the ADOT Standard Specifications unless modified herein.

106.04(A) General: the fourth and fifth paragraphs of the Standard Specifications are revised to read:
The sampling, testing, and acceptance of materials shall be in accordance with the requirements of the specifications, in conjunction with the following:

- The ADOT Materials Testing Manual.
- The ADOT Materials Policy and Procedure Directives Manual.
- Applicable Federal, AASHTO, or ASTM specifications or test designations.
- Applicable specifications or test designations of other nationally recognized organizations.

Unless otherwise specified, whenever a reference is made to an Arizona Test Method or an ADOT Materials Policy and Procedure Directive, it shall mean the test method or policy and procedure directive in effect on the bid opening date.

Section 106-Control of Material continued…

106.04(C)(2) Quality Control Laboratory: the first paragraph is revised to read:
All field and laboratory sampling and testing shall be performed by a laboratory or laboratories approved by the Department. The requirements for approval of laboratories are specified in ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories". Approved laboratories, and the test methods for which they are approved to perform, are listed in the "ADOT Directory of Approved Materials Testing Laboratories". Approved test methods listed in the "ADOT Directory of Approved Materials Testing Laboratories" do not include field sampling and testing procedures. When field sampling and testing procedures are performed, the appropriate valid Arizona Technical Testing Institute (ATTI) and/or American Concrete Institute (ACI) certification(s) are required. ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories" and the "ADOT Directory of Approved Materials Testing Laboratories" may be obtained on the internet from the ADOT Materials Quality Assurance Section website.

106.04(C)(6) Weekly Quality Control Reports: of the Standard Specifications is revised to read:
The contractor shall submit Weekly Quality Control Reports to the Engineer. The weekly reports shall be complete and accurate, and shall state the types of work which have been performed during the report period. The report shall also include the process control measures taken to assure quality. The report shall provide sample identification information for materials tested during the report period, including sample number, date sampled, sample location, first and last name of person obtaining sample, and original source of material. The report shall also provide the results for all required tests and any retests, corrective actions, and other information relevant to quality control. The report shall include daily diaries for each day of testing, a weekly summary, the ADOT TRACS number, and the testing laboratory's project identification number.

Except as stated in the following paragraph, the weekly quality control report shall be prepared using standard forms provided by the Department. The standard forms are available on the Department's website at www.azdot.gov. After accessing the Department's website, select "Business", "Engineering and Construction", "Construction", "Contractors' Information", "Forms and Documents", and then "Weekly Quality Control Forms". Except for the daily diaries, all documentation and information required on the forms shall be typed. Daily diaries may be hand-written if acceptable to the Engineer. The weekly report shall be submitted to the Engineer in paper form with a transmittal letter signed by the contractor's quality control manager.

Section 106-Control of Material continued…

In lieu of using the standard weekly quality control forms available on the Department's website, the contractor or testing laboratory may prepare the weekly report using proprietary or other software, if acceptable to the Engineer, provided that all required information is included, the format is comparable to the Department's standard format, and the report is submitted in paper form with the required transmittal letter.

The report period shall end at midnight of each Friday, and the report shall be submitted to the Engineer no later than 5:00 p.m. of the following Wednesday. The Engineer will verify that the report is timely, complete and accurate.

Reports that are not submitted by the above-referenced deadline shall be considered delinquent. Reports that are submitted by the above-referenced deadline, but are not complete and accurate, shall also be considered delinquent. In either case monies shall be deducted from the contractor's monthly estimate in accordance with the requirements for Contractor Quality Control, as specified in these special provisions.

106.05 Certificates: of the Standard Specifications is revised to read:

(A) General:

The contractor shall submit to the Engineer an original or copy of either a Certificate of Compliance or a Certificate of Analysis, as required, prior to the use of any materials or manufactured assemblies for which the specifications require that such a certificate be furnished.

Certificates shall be specifically identified as either a "Certificate of Compliance" or a "Certificate of Analysis".

The Engineer may permit the use of certain materials or manufactured assemblies prior to, or without, sampling and testing if accompanied by a Certificate of Compliance or Certificate of Analysis, as herein specified. Materials or manufactured assemblies for which a certificate is furnished may be sampled and tested at any time, and, if found not in conformity with the requirements of the plans and the specifications, will be subject to rejection, whether in place or not.

Certificates of Compliance and Certificates of Analysis shall comply with the requirements specified herein, the ADOT Materials Testing Manual, and applicable ADOT Materials Policy and Procedure Directives.

Section 106-Control of Material continued…

(B) Certificate of Compliance:
A Certificate of Compliance shall be submitted on the manufacturer's or supplier's official letterhead, and shall contain the following information:

(1) The current name, address, and phone number of the manufacturer or supplier of the material.
(2) A description of the material supplied.
(3) Quantity of material represented by the certificate.
(4) Means of material identification, such as label, lot number, or marking.
(5) A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
(6) A statement that the individual identified in item seven below has the legal authority to bind the manufacturer or the supplier of the material.
(7) The name, title, and signature of the responsible individual. The date of the signature shall also be given.

Each of the first six items specified above shall be completed prior to the signing of the certificate as defined in item seven. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations of a clarifying nature, such as project number, contractor, or quantity shipped are acceptable, provided the basic requirements of the certificate are not affected.

A copy or facsimile reproduction of the original certificate will be acceptable; however, the original certificate shall be made available upon request.

(C) Certificate of Analysis:
A Certificate of Analysis shall include all the information required for a Certificate of Compliance and, in addition, shall include the results of all tests required by the specifications.

106.15 Domestic Materials and Products:
Steel and iron materials and products used on all projects shall comply with the current "Buy America" requirements of 23 CFR 635.410.

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either one-tenth of one percent of the total (final) contract cost or $2,500, whichever is greater.

Section 106-Control of Material continued…

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

The requirements specified herein shall only apply to steel and iron products permanently incorporated into the project. "Buy America" provisions do not apply to temporary steel items, such as sheet piling, temporary bridges, steel scaffolding and falsework, or to materials which remain in place at the contractor's convenience.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

107-01 LAWS TO BE OBSERVED:

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

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

Section 107-Legal Relations and Responsibility to Public continued…

107-02 PERMITS, LICENSES, AND TAXES: Per Section 107.02 of the ADOT Standard Specifications unless modified herein.

Before the Contractor or any subcontractor begins work the Contractor must apply for and obtain a Right of Way (ROW) use permit from the Gila County Public Works Engineering Department. A ROW permit application can be obtained at either the Globe or Payson Public Works office or from the Gila County website at the following link http://www.gilacountyaz.gov/government/public_works/engineering/index.php. A traffic control plan applicable to the work being performed and in accordance with MUTCD standards must be attached to the permit application when submitted. Gila County will waive the fee for the ROW permit.

107-03 PATENTED DEVICES, MATERIALS, AND PROCESSES: Per Section 107.03 of the ADOT Standard Specifications unless modified herein.

107-04 THRU 107-06 BLANK

107-07 SANITARY, HEALTH, AND SAFETY PROVISIONS:
The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction. Contractor is responsible for supplying toilet and hand washing facilities at work site.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in A.R.S. §23-410.

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement.

Contractor Safety Tailgate Meetings: Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

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.

Section 107-Legal Relations and Responsibility to Public continued…

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.

107-08 PUBLIC CONVENIENCE AND SAFETY:
The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

Before the Contractor or any subcontractor begins work on the project they must read the Gila County Public Works Division Safety & Loss Control booklet and sign an acknowledgement form. All work shall be performed by Federal OSHA Standards.

The Contractor shall maintain the free and unobstructed movement of vehicular traffic with respect to his own operations and those of his subcontractor and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 104-04 hereinbefore specified.

107-09 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS:
The Contractor shall furnish, erect and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the MUTCD.

The Contractor shall furnish and erect all barricades, warning signs and markings for hazards prior to commencing work which required such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner's Engineer.

107-10 BLANK

107-11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE: Per Section 107.11 of the ADOT Standard Specifications unless modified herein.

107-12 BLANK

Section 107-Legal Relations and Responsibility to Public continued…

107-13 RESPONSIBILITY FOR DAMAGE CLAIMS:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including the loss of use resulting thereon, caused by any act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for whose acts they may be liable. The amount and type of insurance coverage requirements set forth in the Contract shall in no way be construed as limiting the scope of this indemnity.

107-14 CONTRACTOR'S INSURANCE:

Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. The certificate of insurance shall state that, with respect to the contract awarded the Contractor; the Contractor carries insurance in accordance with the requirements of this subsection.

On all policies Gila County shall be named as an additional insured.

INDEMNIFICATION CLAUSE:

The Contractor agrees to indemnify, defend, save and hold harmless the County of Gila, its officers, officials, agents, and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, (hereinafter referred to as Indemnitee), from and against any and all suits and claims, (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") and cost of litigation, liabilities, actions, loss, damage, losses or 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.

Section 107-Legal Relations and Responsibility to Public continued…

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".**

Section 107-Legal Relations and Responsibility to Public continued…

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 **(County of Gila, Finance Department, Attention Jeannie Sgroi, 1400 E. Ash Street, Globe, AZ 85501)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers 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 Lessee from potential insurer insolvency.

Section 107-Legal Relations and Responsibility to Public continued…

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 **(County Department Representative's Name and Address)**. 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 coverages for subcontractors shall be subject to the minimum requirements identified above.

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

107-GC1 THIRD PARTY BENEFICIARY CLAUSE:

It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

Section 107-Legal Relations and Responsibility to Public continued…

107-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(A) General:

The contractor's attention is directed to the requirements of Arizona Revised Statutes Section 40-360.21 through 40-360.29 requiring all parties excavating in public streets, alleys or utility easements to first secure the location of all underground facilities in the vicinity of the excavation.

The contractor shall contact the owners of the various utilities prior to the start of construction and shall obtain from them any information pertaining to existing utilities that will either supplement information shown on the project plans or will correct any such information that may be incorrect. The contractor shall furnish the Engineer with evidence that the contractor has contacted the utility companies. Such evidence shall be submitted at the preconstruction conference, and shall include a copy of the information received from each utility as a result of such contacts.

If the contractor learns from either the owner of the utility or from any other source of the existence and location of properties of railway, telegraph, telephone, fiber optics cable, water, sewer, septic tanks or systems, electric, gas and cable television companies either omitted from or shown incorrectly on the project plans, the contractor shall immediately notify the Engineer and shall not disturb the utilities. Relocation or adjustment of such utilities, if deemed necessary, will be either performed by others or shall be performed by the contractor in accordance with the provisions of Subsection 104-02(C).

The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum and that services rendered by these parties will not be unnecessarily interrupted.

Temporary or permanent relocation or adjustment of any utility line or service connection desired by the contractor for its convenience shall be its responsibility. The contractor shall obtain the approval of both the Engineer and the utility company and upon approval shall make all necessary arrangements with the utility company and shall bear all costs in connection with such relocation or adjustment. The contractor shall also submit a Sewer Discharge Prevention Plan, as specified in Subsection 107-15(C)(1), describing each anticipated relocation or adjustment involving existing sanitary sewer lines. No work on a particular facility shall begin until all approvals for that facility have been received.

Section 107-Legal Relations and Responsibility to Public continued…

(B) Contractor Qualifications for Water and Sewer Lines:
Breakage of active sanitary sewer lines may result in the potential spread of disease, contamination of the site and any adjacent bodies of water, and other hazards to the public. Substantial cleanup costs may be associated with such breakage, as well as possible major civil or criminal penalties. Therefore, the Engineer will closely consider the qualifications of any personnel proposed by the contractor to oversee or perform work involving active sanitary sewer lines. The contractor shall not assume that the personnel assigned to perform such work will be acceptable to the Department merely because they meet the experience requirements listed herein.

The contractor, or the subcontracting firm assigned to perform the water and sewer work, shall have a minimum of five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements.

In addition, the key personnel assigned by the contractor to perform any work on water or sewer lines, whether from the prime contractor or a subcontracting firm, shall also have at least five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements. A minimum of two such people shall be designated by the contractor. The designated personnel may have the title of foreman or superintendent; however, at least one of these people shall be present at all times at the location of any work being performed at or near an active sanitary sewer line.

For both the firm and the key personnel, the experience shall include working with and around water and sewer utility lines that are in service. The contractor shall submit the following documentation to the Engineer for review and approval:

(1) A list indicating that the designated key project personnel have at least five years of applicable experience, as specified above. The list shall be accompanied with resumes for each of the key people. The resumes shall include the following information, and demonstrate compliance with the specified requirements:

(a) Detailed relevant experience for a minimum of two projects, including project description, date of work, actual work performed by the individual, and references (a minimum of one for each project).

(b) Level of applicable formal training.

(c) Number of years of relevant experience in performing like construction.

Section 107-Legal Relations and Responsibility to Public continued…

(2) A list of water and sewer construction projects completed by the firm performing the water or sewer work, as specified above, indicating a minimum of five years of applicable experience. Include the dates of work, type of work, description of the project, amount of work performed by the contractor/subcontractor, and the name and phone number of a contact with the owning company or agency for which the work was completed.

(3) List of equipment that will be used for this project. The list shall include, as a minimum, equipment type, date of manufacture, and if contractor-owned or rented.

(4) A list of all violations and citations in the past five years of applicable water and wastewater laws and statutes for both the prime contractor and the subcontractor responsible for the utility work.

The contractor shall submit this documentation to the Engineer for approval at least 21 calendar days prior to any anticipated work involving active sanitary sewer lines, whether new or existing.

(C) Protection of Existing Utility Lines:
At points where the contractor's operations are adjacent to right-of-way properties or easements for railway, telegraph, telephone, water, sewer, electric, gas and cable television companies, hereinafter referred to as utilities, or are adjacent to other facilities and property, damage to which might result in considerable expense, loss, inconvenience, injury or death, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The exact locations and depths of all utilities that are underground or the location of those on or near the surface of the ground which are not readily visible shall be determined. Such locations shall be marked in such a manner so that all workmen or equipment operators will be thoroughly apprised of their existence and location. It will be the contractor's responsibility to see that every effort possible has been made to acquaint those actually involved in working near utilities not only with the type, size, location and depth, but with the consequences that might follow any disturbance. No trenching or similar operation shall be commenced until the Engineer is satisfied that every possible effort has been taken by the contractor to protect utilities.

The contractor shall coordinate with others working near new or existing sewer lines or other utilities on the procedures to be followed to prevent damaging of these utilities.

Section 107-Legal Relations and Responsibility to Public continued…

(1) Sewage Discharge Prevention Plan (SDPP):
For any work which may impact active sanitary sewer pipes, whether new or existing, the contractor shall prepare a Sewage Discharge Prevention Plan (SDPP) which shall describe the contractor's procedures and work plan for such lines. The Sewage Discharge Prevention Plan shall also describe the precautions that the contractor shall take to prevent unplanned breakage or spills, and the procedure which the contractor shall follow if breakage or a spill occurs.

The contractor's method of work described in the SDPP shall ensure that any work done in or near any active sewer line is performed in a safe and controlled manner resulting in no accidental discharges. As a minimum, the contractor's equipment and procedures shall be appropriate for the intended work, and shall conform to standard industry practices.

The SDPP shall include information, as specified below, for all portions of the project which involve the following work activities, and for any other element of work which may involve contact with an active sanitary sewer line:

- Interrupt, divert, relocate, plug, or abandon a sewer line or service connection, or
- Brace, or tie into a sewer line or service connection.

Construction activities in the vicinity of active sanitary sewer lines or service connections shall also be included in the SDPP if any of the following conditions exist:

(1) Any work crossing beneath the pipe, at any angle, regardless of vertical separation.

(2) Any work crossing over the pipe, at any angle, within two feet of the top of pipe.

(3) Work located parallel to the pipe within the following areas:

(a) For the area from the bottom of the pipe to two feet above the top of the pipe, any work within two feet horizontally of the pipe wall.

(b) For the area below the bottom of the pipe, any work located below an imaginary line beginning at the pipe spring line and progressing downward at a slope of 1.5 feet vertically to 1.0 feet horizontally.

The contractor’s Sewage Discharge Prevention Plan shall address each of the items tabulated below, as applicable, for every location where construction activity will involve an active sanitary sewer line.

Section 107-Legal Relations and Responsibility to Public continued…

(2) Required Elements of the Sewage Discharge Prevention Plan:
The following elements shall be addressed in the SDPP:

(a) Describe the proposed work in general, including the reasons for the work, scope, objectives, locations, dates, and estimated times the work will be conducted. Include project plan sheets detailing the proposed work, and indicating the peak flowrates of active sewer lines, determined as specified.

(b) For all existing sanitary sewer pipes, determine whether the lines are active or abandoned, and the peak flowrates of lines in service, as provided by the owner of the utility.

(c) List the key personnel (crew foreman, superintendent, and manager) and field office that are proposed to perform the work (include phone numbers).

(d) Describe the work in step-by-step detail for each location, including excavation plans and how both the new and existing structures and utilities will be identified and protected.

(e) Provide a detailed listing of any hardware, fittings, pipe plugs, flex couplings, tools, and materials needed to accomplish the work, and note the status of these items (on-hand, to-be-fabricated, on-order with expected delivery date, etc.). Include any manufacturer's specifications or recommendations, especially for any pipe plugs, sewer line fittings, and patching materials.

(f) List all major equipment to be used to perform the work. Include in this item any pumps that will be used to perform the work and the rated capacity of the pumps at the anticipated suction head.

(g) List all equipment to be used in the event of an unplanned release and specify how the equipment will be used. The locations of standby pumps shall be specified in this item. The plan shall indicate that all standby equipment to be used in the event of an unplanned discharge can be delivered to the site and put into service within two hours of identification of any unplanned flow.

(h) List the safety equipment to be used, and describe any unique safety procedures. Cite the applicable OSHA standards covering the work.

(i) Describe any contingency plans the contractor will implement in the event of unplanned releases and/or damage to existing facilities. List all personnel and subcontractors that will be responsible for responding to unplanned releases or damaged lines. Provide qualifications for all such personnel and subcontractors, including education, formal training, and relevant experience.

Section 107-Legal Relations and Responsibility to Public continued…

(j) Describe how the public will be protected during the work, and include or cite any applicable traffic control plans.

(k) Describe the quality control procedures that will be used in the field.

(l) Discuss how temporary plugs or flow control devices will be secured, monitored, and removed.

The SDPP shall be in written form, and shall include any diagrams or sketches necessary for clarity. When possible, diagrams and sketches should be shown using the applicable project plan sheets.

The contractor shall modify the SDPP as necessary throughout the project to include any new or revised information relevant to the items listed above. The contractor shall resubmit the revised SDPP to the Engineer for approval in each case.

(3) Sewage Discharge Prevention Plan Approval:
The SDPP shall be submitted to the Engineer at least 21 calendar days before any work involving an active sewer line is to be done. The Engineer will review the plan, solicit comments from the owner/operator of the sewer line, and return the plan to the contractor within 14 calendar days from original submittal.

No work involving active sanitary sewer lines shall be done until a final SDPP meeting all the requirements specified in Subsection 107-15(C)(2) has been approved by the Engineer.

Approval of the contractor's Sewage Discharge Prevention Plans, personnel, or construction methods and operation shall not relieve the contractor from its responsibility to safely perform the work included in this contract, nor from its liability for damage resulting, either directly or indirectly, from its work performed under this contract.

(D) Service Connections:

(1) General:
In the event of interruption to water, sewer, or utility services as a result of accidental breakage or as a result of lines being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. When service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

Section 107-Legal Relations and Responsibility to Public continued…

(2) Unidentified Water and Sewer Connections:

The contractor shall protect unidentified, undamaged water or sewer service connections encountered during excavation. The contractor shall immediately notify the Engineer when an unidentified service connection is encountered.

The contractor shall immediately repair unidentified water or sewer service connections that are damaged during excavation. Any damaged service connections shall be reported to the Engineer, including all remedial actions taken.

(E) Repairing Damaged Lines:

When the operations of the contractor result in damage to any utility line or service connection, the location of which has been brought to the contractor's attention, the contractor shall assume full responsibility for such damage.

Should an unplanned breakage occur in an active sewer line as a result of the contractor's operations, the contractor shall immediately notify the Engineer, and begin repairs to halt any flows and restore normal service, in accordance with the procedures described in the approved Sewage Discharge Prevention Plan. The contractor shall also immediately notify the affected utility company and the appropriate regulatory agencies. The contractor shall be responsible for repairing the damaged pipe, restoring any interruptions in service, and cleaning up the affected areas within 24 hours of the beginning of the spill. Sewage discharge damage assessments, as specified in Subsection 107-15(F), will be charged to the contractor for any unplanned breakage which results in a discharge.

The contractor shall be responsible to repair any breakage, in accordance with requirements of the broken line's owner/operator, and clean up the site per applicable codes and regulations of the Environmental Protection Agency, OSHA, Arizona Department of Environmental Quality (ADEQ), and all other agencies' specifications, at no additional cost to the Department.

(F) Sewage Discharge Damage Assessments:

The Department will assess liquidated damages in accordance with the Table 1 below for each 24-hour period, or portion thereof, for each unplanned breakage that occurs in an active sanitary sewer line as a result of the contractor's operation. The rate of liquidated damages assessed is based on the type and quantity of effluent discharged as determined by the Engineer.

These liquidated damages do not relieve the contractor from any of its responsibilities under the contract, including any liquidated damages that may be assessed under Subsection 108.09 for late completion of the project.

Section 107-Legal Relations and Responsibility to Public continued…

Liquidated damages assessed by the Department will be independent of any penalties imposed by others.

The contractor acknowledges that Regulatory agencies may assess or impose civil or criminal penalties on the contractor resulting from sewer discharges.

The Department will not be responsible for any civil or criminal penalties, fines, damages, or other charges imposed on the contractor by any regulatory agency or court for sewage discharges that are a result, directly or indirectly, of the contractor's work performed under this contract.

Table 1		
Liquidated Damages (each 24 hour period, or portion thereof)		
Volume of Discharge	Raw Sewage or Industrial Wastewater	Treated Effluent
Less than 10,000 gallons	$5,000.00	$1,000.00
10,000-99,999 gallons	$10,000.00	$2,000.00
100,000-1 million gallons	$25,000.00	$3,000.00
Greater than 1 million gallons	$40,000.00	$5,000.00

Liquidated damages shall be assessed for each 24 hour period, or portion thereof, until the contractor has completed all of the following tasks:

(A) Stopped the discharge.

(B) Repaired the damaged pipe.

(C) Restored normal service.

(D) Fully cleaned and disinfected the site to the satisfaction of the Engineer.

Section 107-Legal Relations and Responsibility to Public continued…

REDUCTION OF LIQUIDATED DAMAGES: Upon completion of tasks A, B, and C above, and prior to completion of Task D, the liquidated damages assessed for the current 24-hour period shall be at the rate shown in Table 1. However, for each subsequent 24-hour period, the assessment will be one half of the rate shown in Table 1.

Damages will continue at the reduced rate until the site has been fully cleaned and disinfected to the satisfaction of the Engineer.

As an example, the amounts assessed each 24-hour period for an unplanned discharge of 20,000 gallons of raw sewage, in which the contractor completes tasks A, B, and C within the second 24-hour period but does not complete full cleanup until the third 24-hour period, will be as follows:

First 24-hour period: $10,000.00

Second 24-hour period: $10,000.00

Third 24-hour period: $5,000.00

For this example, the total liquidated damage assessment will be $25,000.00 ($10,000 + $10,000 + $5,000).

107-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner's Engineer, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

107-17 NO WAIVER OF LEGAL RIGHTS:

Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

SECTION 108 PROSECUTION AND PROGRESS:

108-01 SUBLETTING OF CONTRACT:

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner's Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, bidding schedule, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner's Engineer.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner's Engineer

Section 108-Prosecution and Progress continued…

108-02 NOTICE TO PROCEED:
The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) calendar days of the date set by the Owner's Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Owner's Engineer at least two (2) work days in advance of the time actual construction operations will begin.

108-03 BLANK

108-04 PROSECUTION AND PROGRESS:
The Contractor shall submit his progress schedule for the Owner's Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner's Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner's Engineer at least twenty-four (24) hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

108-05 BLANK

108-06 CHARACTER OF WORKERS: Per Section 108.06 of the ADOT Standard Specifications unless modified herein.

108-07 METHODS AND EQUIPMENT: Per Section 108.07 of the ADOT Standard Specifications unless modified herein.

108-GC1 TEMPORARY SUSPENSION OF THE WORK:
The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

Section 108-Prosecution and Progress continued…

In the event that the Contractor is ordered by the Owner's Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

108-08 DETERMINATION AND EXTENSION OF CONTRACT TIME:
The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

(a) CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK (104-02(C)).

Section 108-Prosecution and Progress continued…

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 105-20(B).

(5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 102-06.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

(b) CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

Section 108-Prosecution and Progress continued…

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

(c) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner's Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner's Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

108-09 FAILURE TO COMPLETE ON TIME:

For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 108-08 the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

Section 108-Prosecution and Progress continued…

108-10 DEFAULT AND TERMINATION OF CONTRACT:
The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

(a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (108-02)"; or
(b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
(c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
(d) Discontinues the prosecution of the work; or
(e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
(f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
(g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
(h) Makes an assignment for the benefit of creditors; or
(i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner's Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner's Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

Section 108-Prosecution and Progress continued…

108-GC2 TERMINATION OF CONTRACT FOR NATIONAL EMERGENCIES:
The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner's Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

SECTION 109 MEASUREMENT AND PAYMENT:
Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

Section 109-Measurement and Payment continued…

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
B. Removal, salvage and/or re-installation of existing fence lines.
C. Sampling, testing, certification, and other quality control actions.
D. Disposal of surplus, waste or non-salvageable materials.
E. Grading of drainage ditches and drainage excavation not called out on the plans.
F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Owner's Engineer shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

109-01 MEASUREMENT OF QUANTITIES: Per Section 109.01 of the ADOT Standard Specifications unless modified herein.

Section 109-Measurement and Payment continued…

109-02 SCOPE OF PAYMENT:
The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 107-17.

When the "basis of payment" subsection of a specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

109-03 COMPENSATION FOR ALTERED QUANTITIES:
When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

109-04 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK:
Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 104-02(C), will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work requiring that it be done by force account, such force account shall be measured and paid for as follows:

(a) 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.

Section 109-Measurement and Payment continued…

(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.

Section 109-Measurement and Payment continued…

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

109-05 PAYMENT FOR OMITTED ITEMS:

As specified in the subsection titled OMITTED ITEMS of Section 104-02(B), the Owner's Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Owner's Engineer omit to order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Owner's Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the contract or delivered on the work prior to the date of the Owner's Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

109-06 THRU 109-08 BLANK

Section 109-Measurement and Payment continued…

109-09 ACCEPTANCE AND FINAL PAYMENT:
When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 105-20(B), the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 105-21.

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 105-21 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SECTION 201 CLEARING AND GRUBBING:
Clearing and Grubbing shall be in accordance with Section 201 of the ADOT Standard Specifications unless modified herein.

201-3.02 Removal and Disposal of Materials: the second and third paragraphs of the Standard Specifications are revised to read:

In the disposal of all tree trunks, stumps, brush, limbs, roots, vegetation and other debris, the contractor shall comply with the requirements of Title 49, Chapter 3, of the Arizona Revised Statutes, and with the Rules and Regulations for Air Pollution Control, Title 18, Chapter 2, Article 6, adopted by the Arizona Department of Environmental Quality pursuant to the authority granted by the Arizona Administrative Code.

Section 201-Clearing and Grubbing continued…

Burning will be permitted only after the contractor has obtained a permit from the Arizona Department of Environmental Quality and from any other Federal, State, County or City Agency that may be involved.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:
Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

202-5 Basis of Payment: the first paragraph of the Standard Specifications is revised to read:
Payment for the accepted quantities of removal of structures and obstructions will be made by lump sum or by specific removal items or by a combination of both. Payment for removal of structures and obstructions not listed in the bidding schedule, but necessary to perform the construction operations designated on the project plans or specified in the Special Provisions shall be considered as included in the prices of contract items.

When saw cutting is not included as a contract pay item, full compensation for any saw cutting necessary to perform the construction operations designated on the plans shall be considered as included in the price of contract items.

SECTION 205 GRADING ROADWAY FOR PAVEMENT:
Grading roadway for pavement shall be in accordance with Section 205 of the ADOT Standard Specifications unless modified herein.

SECTION 207 DUST PALLIATIVE:
207-1 Description:
The work under this section shall consist of applying all water required for the control of dust as considered necessary for the safety and convenience of the traveling public, and for the reduction of the dust nuisance to adjacent property.

207-2 BLANK

Section 207-Dust Palliative continued…

207-3 Construction Requirements:
The use of pressure pumps and spray bars on all sprinkling equipment used for the application of dust palliative will be required. The use of gravity flow spray bars and splash plates will not be permitted.

Water applied for dust control shall be as approved or directed by the Engineer. The contractor shall provide appropriate equipment for effective control of dust.

207-4 Method of Measurement and Basis of Payment:
No measurement will be made for application of dust palliative, including furnishing water and all necessary equipment and labor, the cost being considered as included in contract items.

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:
Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

SECTION 403 ASPHALTIC CONCRETE HOT PLANT REQUIREMENTS:
Asphaltic Concrete Hot Plant Requirements shall be in accordance with Section 403 of the ADOT Standard Specifications unless modified herein.

403-2 Requirements: the third paragraph of the Standard Specifications is revised to read:
The mineral admixture shall be added and thoroughly mixed with the mineral aggregate by means of a mechanical mixing device prior to the mineral aggregate and mineral admixture entering the dryer. For all asphaltic concrete mixes except ACFC (Specification Sections 407 and 411) and AR-ACFC (Specification Section 414), the moisture content of the combined mineral aggregate shall be a minimum of three percent by weight of the aggregate during the mixing process.

Section 403-Aphaltic Concrete Hot Plant Requirements continued…

403-2 Requirements: the twelfth paragraph of the Standard Specifications is revised to read:
The contractor shall provide daily documentation of the weight and proportion of each individual component (mineral aggregate, mineral admixture, and bituminous material) incorporated into the mix. In addition, when reclaimed asphaltic pavement (RAP) is used, the contractor shall provide daily documentation of the weight, determined by a belt scale, and proportion of material from each individual RAP stockpile incorporated into the mix. The percent moisture content of the RAP material from each stockpile shall also be determined and provided daily by the contractor.

When Warm Mix Asphalt (WMA) technologies are used, the contractor shall provide the percent of water (for WMA water foaming processes) and/or the percent of WMA additive incorporated in the mix. The percent of each WMA technology shall be reported either by weight of total mix or by weight of total binder.

When incorporating WMA technologies, the hot plant shall be modified as required by the WMA technology manufacturer to introduce the WMA technology. Plant modifications may include additional plant instrumentation, the installation of asphalt binder foaming systems and/or WMA additive delivery systems, adjusting the plant burner and/or the mixing drum flights in order to operate at lower production temperatures, and/or reducing the production rate of WMA.

SECTION 404 BITUMINOUS TREATMENTS:
Bituminous Treatments shall be in accordance with Section 404 of the ADOT Standard Specifications unless modified herein.

404-3.12 Tack Coat: of the Standard Specifications is revised to read:
Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between layers of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The bituminous material used for tack coat shall conform to the requirements of Section 1005.

The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Section 404-Bituminous Treatments continued…

Type of Bituminous Material	**Approximate Tack Coat Application Rates: Gallons / Square Yard**		**Payment Factor**
	Prior to Placing ACFC or AR-ACFC	**All Other Tack Coats**	
Emulsified Asphalt (Special Type) – See Note Below.	Not Allowed	0.12	0.7
Emulsified Asphalt (Other than Special Type)	0.08	0.08	1.0
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0
Note: Emulsified Asphalt (Special Type) shall consist of Type SS-1 or CSS-1 emulsified asphalt diluted with water to provide an asphalt content of not less than 26 percent.			

If emulsified asphalt of any type is used, it shall have broken before the bituminous mixture is placed.

If emulsified asphalt of any type is held overnight, it shall be reheated and agitated prior to further application.

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete (asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):
Asphaltic Concrete Pavement shall be in accordance with Section 409 of the ADOT Standard Specifications except as modified herein.

Where new pavement matches existing pavement a thickened edge will be required per MAG Standard Detail 201, Type A (Detail dated 01-01-2014). The cost of constructing each thickened edge shall be considered included in the cost of Bidding Item No. 409.

409-1 Description: of the Standard Specifications is revised to read:
The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the details shown on the project plans and the requirements of these specifications, and as directed by the Engineer.

The contractor shall acquire and make all arrangements for a source or sources of material, furnish a mix design which will meet the design criteria specified hereinafter, and provide all the equipment, materials, and labor necessary to complete the work.

409-2 Materials: of the Standard Specifications is modified to add:
The bidding schedule quantity of asphaltic concrete is based on an estimated unit weight of **145** pounds per cubic foot.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:
Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be **PG 64-22**.

409-2.03 Mineral Admixture: the last paragraph of the Standard Specifications is revised to read:
The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

409-2.04 Mix Design: the third and fourth paragraphs of the Standard Specifications are revised to read:
The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

Section 409-Asphalt Concrete (Miscellaneous Structural) continued…

The mix design shall be prepared by a mix design laboratory that has met the requirements of the Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories".

The contractor may propose the use of a mix design that has been developed for a previous project. The proposed mix design shall meet the requirements of these specifications. The contractor shall provide evidence that the type and source of bituminous material, the type of mineral admixture, and the source and methods of producing mineral aggregate have not changed since the formulation of the previous mix design. The contractor shall also provide current test results for all specified characteristics of the mineral aggregate proposed for use. The Engineer will determine if the previously used mix design is suitable for the intended use and if the previous use of the mix design was satisfactory to the Department. The Engineer will either approve or disapprove the proposed mix design. Should the Engineer disapprove the use of the previously used mix design, the contractor shall prepare and submit a new mix design proposal in accordance with the requirements of these specifications.

A previously used mix design older than two years from the date it was formulated, sealed, signed, and dated shall not be allowed for use. Once approved for use on a project, a previously used mix design may be used for the duration of that project.

409-2.04 Mix Design: the last two paragraphs of the Standard Specifications are revised to read:
The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Criteria	**Requirement**	**Arizona Test Method**
1. Voids in Mineral Aggregate: %, Range	14.5 – 18.5	815
2. Effective Voids: %, Range	5.3 – 5.7	815
3. Absorbed Asphalt: %, Range	0 – 1.0	815

The Engineer reserves the right to adjust the asphalt content during production from the mix design value without additional compensation to the contractor in order to obtain desirable effective voids.

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read:
Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

Section 409-Asphalt Concrete (Miscellaneous Structural) continued…

409-3.01 General: the ninth, tenth, eleventh, and twelfth paragraphs of the Standard Specifications are revised to read:
All wheels and tires of compactors and other equipment surfaces shall be treated when necessary with a release agent approved by the Engineer in order to prevent the sticking of asphaltic concrete. Release agents which degrade, dissolve, or in any way damage the bituminous material shall not be used. Diesel fuel shall not be used as a release agent.

Asphaltic concrete immediately behind the laydown machine shall be in a thoroughly mixed, free-flowing, and workable condition, be free of lumps and crusts, and have a minimum temperature of 275 degrees F.

All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Engineer deems the use of self-propelled paving machines impractical.

The speed of the paving machine shall be coordinated with the production of the plant and an adequate number of trucks for hauling asphaltic concrete shall be available in order to achieve, as far as practical, a continuous operation.

Self-propelled paving machines shall spread the mixture within the specified tolerances, without segregation or tearing, true to the line, grade, and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers which will distribute the mixture uniformly in front of adjustable screeds.

409-3.01 General: the seventeenth paragraph of the Standard Specifications is revised to read:
Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

409-5.02 Reduction for Noncompliance: of the Standard Specifications is revised to read:
A reduction in payment to the contractor for asphaltic concrete will be made for quantities of asphalt cement (bituminous material) that do not meet the requirements of Section 1005 as determined by corresponding test results. Adjustments in payment will be made in accordance with the requirements of Table 1005-1 and the following formula:

$$R = (100 - P) \ x \left[\frac{(CP) \, x \, T}{100} \right]$$

Section 409-Asphalt Concrete (Miscellaneous Structural) continued…

Where:

R = Amount of Reduction in Payment (dollars)
T = Quantity of asphalt cement in failure (tons, rounded to nearest tenth)
P = Percent of Contract Unit Price allowed (Table 1005-1)
CP = Current Price for asphalt cement (bituminous material), as determined by the Department, for the month in which a deficiency was noted. This value will be made known by means of a memorandum issued on the last Wednesday of each month and mailed to those currently receiving copies of the Advertisements for Bids. This information may also be obtained from ADOT Contracts and Specifications Services, (602) 712-7221, or from ADOT's website.

SECTION 501 PIPE CULVERT AND STORM DRAINS:
Pipe culvert shall be in accordance with Section 501 of the ADOT Standard Specifications except as modified herein.

For each of the pipe culverts to be installed as shown in the project plans, bedding material shall be cement-treated slurry as described in Section 501 of the ADOT Standard Specifications. For the details of the limits of the pipe bedding material, reference shall be made to ADOT's Construction Standard drawings C-13.10 and C-13.15 respectively. No separate measurement or payment will be made for cement-treated slurry. The cost of shall be included in the cost of Bidding Item No. 501.

New pipe culverts shall be corrugated steel pipe with a wall thickness of 0.064 inches, a corrugation configuration of 2 2/3 X 1/2 and shall be coated with either aluminum or zinc.

501-1 Description: the first paragraph of the Standard Specifications is revised to read:
The work under this section shall consist of furnishing pipe and all other materials required and the installing of pipe, including excavating, and furnishing, placing and compacting backfill material, all in accordance with the details shown on the plans and the requirements of the specifications.

501-1 Description: the last sentence of the third paragraph of the Standard Specifications is revised to read:
Special sections, fittings, elbows, branch connections, tapered inlets, end sections, connectors, coupling, and other such items shall be of the same material and coating as the pipe to which they are attached unless otherwise stated in the specifications.

Section 501- Pipe Culvert and Storm Drains continued…

501-3.03(A) General: the second paragraph of the Standard Specifications is revised to read:
If the Engineer determines that the end of an existing pipe is damaged to the extent that it cannot be repaired sufficiently to be joined properly to the new pipe, the damaged portion shall be removed.

Pipe shall be installed in reasonably close conformity with the lines, grades and dimensions shown on the project plans or specified by the Engineer.

501-3.03(B)(1) General: the seventh paragraph of the Standard Specifications is hereby deleted:

501-3.03(G) Corrugated High Density Polyethylene Plastic Pipe: the title and text of the Standard Specifications are revised to read:

501-3.03(G) Corrugated High Density Polyethylene Plastic Pipe and Steel Reinforced High Density Thermoplastic Ribbed Pipe:

Corrugated high density polyethylene plastic pipe and steel reinforced high density thermoplastic ribbed pipe shall be assembled and installed in accordance with the manufacturer's instructions.

Watertight joints, unless otherwise specified, will not be required for storm drains, culverts, or other drainage pipes. However, joints for these pipes shall be water resistant. Watertight joints shall be provided for siphon and irrigation pipe installations.

Watertight and water resistant joints shall conform to the requirements of Subsection 1010-8.

Tracer wire for magnetic detection shall be placed in accordance with the requirements of Subsection 104.15.

Special care shall be taken in the handling and installation of corrugated high density polyethylene plastic pipe and fittings and steel reinforced high density thermoplastic ribbed pipe and fittings to prevent damage and to assure that proper line and pipe grade are maintained throughout the backfilling operation.

When end sections for either pipe are called for on the plans, the contractor shall use metal safety end sections unless otherwise specified.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:
Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein**.**

701-4 Method of Measurement: is revised to read:
No measurement shall be made for Maintenance and Protection of Traffic. The contract unit of measurement shall be lump sum.

701-5 Basis of Payment: is revised to read:
Payment for Maintenance and Protection of Traffic shall be lump sum and shall be full compensation for all work necessary to provide Maintenance and Protection of Traffic.

SECTION 810 EROSION CONTROL AND POLLUTION PREVENTION:

810-1 Description:
The Contractor shall be responsible for compliance with any rules and regulations of the Arizona Department of Environmental Quality (ADEQ) that may be applicable as a result of the proposed work of this contract. The contractor shall provide the Owner with a copy of all correspondence from ADEQ demonstrating that all permits for the work have been obtained, all requirements have been met and approval to begin the work has been granted.

The work under this section shall include furnishing, installing, maintaining, removing and disposing of temporary erosion control measures needed to fulfill the requirements of the permits needed under this section.

All work specified in this subsection will be temporary for use during construction, unless designated otherwise.

The Contractor shall be responsible for maintaining all erosion and pollution control devices in proper functioning condition at all times during Construction. After completion and final approval of construction activities the Owner shall be responsible for maintaining all erosion and pollution control devices.

When deficiencies in the erosion control devices or other elements of work listed herein are noted by inspection or other observation, specified corrections shall be made by the contractor by the end of the day or work shift, or as directed by the Engineer.

Section 810-Erosion Control and Pollution Prevention continued…

Work specified herein which is lost, destroyed, or deemed unacceptable by the Engineer as a result of the Contractor's operations shall be replaced. Work specified herein which is lost or destroyed, as a result of natural events, such as excessive rainfall, shall be replaced by the Contractor.

In cases of serious or willful disregard for the protection of the waters of the U.S. and/or natural surroundings by the contractor, the Owner's Engineer will immediately notify the Contractor of such non-compliance.

810-2 Method of Measurement:
No measurement shall be made for Erosion Control and Pollution Prevention. The contract unit of measurement shall be lump sum.

810-3 Basis of Payment:
Payment for Erosion Control and Pollution Prevention shall be lump sum and shall be full compensation for all of the work necessary to complete said Erosion Control and Pollution Prevention including all necessary permit fees, materials, equipment and labor associated with said work.

SECTION 901 MOBILIZATION:
Mobilization shall be in accordance with Section 901 of the ADOT Standard Specifications except as modified herein.

The Contractor shall be responsible for providing a construction yard and/or staging area as needed for this project. The cost of shall be included in the cost of Bid Item No. 901.

901-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for mobilization, measured as provided above, will be made at the contract lump sum price, which shall be full compensation for supplying and furnishing all materials, facilities and services and performing all the work involved as specified herein.

Section 901-Mobilization continued…

Partial payments under this item will be made in accordance with the following provisions. Reference herein to the adjusted contract shall mean the original contract amount exclusive of mobilization:

The first payment of the lump sum price for mobilization will be paid after the Preconstruction Conference provided that all submissions required under ADOT Standard Specifications Subsection 108.03, as applicable to this contract, are submitted by the contractor at the Preconstruction Conference to the satisfaction of the Engineer. The amount paid for the first partial payment will be in accordance with Table 901-1.

The second payment of the lump sum price for mobilization will be made when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the contract work. The amount paid for the second partial payment will be in accordance with Table 901-1.

The third payment of the lump sum price for mobilization will be made on the first estimate following completion of five percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the third payment will be in accordance with Table 901-1.

The fourth payment of the lump sum price for mobilization will be made on the first estimate following completion of 10 percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the fourth payment will be in accordance with Table 901-1.

The total sum of all payment shall not exceed the original contract lump sum price for mobilization, regardless of the fact that the contractor may have, for any reason, shut down its work on the project or moved its equipment away from the project and back again.

TABLE 901-1 AMOUNT ALLOWED FOR MOBILIZATION DURING THE LIFE OF THE CONTRACT		
Contract Amount: $	**% Of Contract**	**Basis Of Payment**
0 - 5,000,000	12% *	25% of the lump sum price for mobilization or 3% of the original contract amount, whichever is less.
5,000,000 +	10% *	25% of the lump sum price for mobilization or 2.5% of the original contract amount, whichever is less.
*If the price bid for mobilization exceeds this percentage, any excess will be paid to the contractor upon completion of the contract.		

Section 901-Mobilzation continued…

The adjustment provisions in Section 104 shall not apply to the item of mobilization.

When other contract items are adjusted as provided in Section 104, and if the costs applicable to such items of work include mobilization costs, such mobilization costs will be considered as recovered by the contractor in the lump sum price paid for mobilization, and will be excluded from consideration in determining compensation under Section 104.

When mobilization is not included as a contract item, full compensation for any necessary mobilization required will be considered as included in the prices paid for the various contract items involved and no additional compensation will be made.

SECTION 924 FORCE ACCOUNT WORK (UNFORESEEN CONDITIONS):

924-1 Description:
The work under this item shall serve as a contingency fund for Change Orders, as directed by the Owner's Engineer, in regards to unforeseen conditions and changes to the Scope of Work required to complete the work originally intended.

924-2 Method of Measurement and Basis of Payment:
Measurement and Payment for the unforeseen conditions will be made on a Force Account basis in accordance with the Section 109-04 of these Special Provisions.

SECTION 925 CONSTRUCTION SURVEYING AND LAYOUT:

Construction Surveying and Layout shall be in accordance with Section 925 of the ADOT Standard Specifications unless modified herein.

925-5 Basis of Payment: the first two sentences of the second paragraph of the Standard Specifications are revised to read:

If additional staking and layout are required as a result of additional work ordered by the Engineer, such work will be paid under ITEM 9250101 - ONE-PERSON SURVEY PARTY at the predetermined rate of $65 per hour, ITEM 9250102 - TWO-PERSON SURVEY PARTY at the predetermined rate of $100 per hour, ITEM 9250103 - THREE-PERSON SURVEY PARTY at the predetermined rate of $135 per hour, ITEM 9250106 – SURVEY MANAGER at the predetermined rate of $100 per hour, and ITEM 9250105 - OFFICE SURVEY TECHNICIAN at the predetermined rate of $70 per hour.

SECTION 1005 BITUMINOUS MATERIALS:
Bituminous Materials shall be in accordance with Section 1005 of the ADOT Standard Specifications unless modified herein.

1005-2 Sampling of Bituminous Material: the first sentence of the first paragraph of the Standard Specifications is revised to read:

Sampling of bituminous material shall conform to the requirements of Arizona Test Method 103.

Contract Forms are a binding part of Informal Bid Documents and Awarded Contract.

CONTRACT FORMS

Proposal	P-1 to P-3
Bidding Schedule	BS-1 to BS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 011516 Mesa Del Caballo Street Improvements Project, Payson, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

_____

_____

_____

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached 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 (60) Calendar Days from the commencement date as specified on the Notice to Proceed,** and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: _____

Corporate Address: _____

Incorporated under the laws of the State of : _____

By (Signature): _____ **Date:**_____

President: _____

Secretary: _____

Treasurer: _____

Proposal continued…

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ **Date:**_____

Name and Address of Each Member: _____

_____

_____

_____

_____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE (BS-1 to BS-2)

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: _____

TOTAL CONTRACT PRICE, for the sum of $ _____

WRITTEN TOTAL CONTRACT PRICE

_____**Dollars**

and _____**Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 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

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L.SUM	1		
202	Removal of Structures and Obstructions	L.SUM	1		
205	Grading Roadway for Pavement	SQ.YD.	5200		
303	Aggregate Base, Class 2	CU.YD.	870		
409	Asphaltic Concrete (Misc. Structural)	Ton	715		
501	Pipe, Corrugated Metal, 21"x15"	L.FT	118		
701	Maintenance and Protection of Traffic	L.SUM	1		
810	Erosion Control and Pollution Prevention	L.SUM	1		
901	Mobilization	L.SUM	1		
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	$20,000.00	$20,000.00
925	Construction Surveying and Layout	L.SUM	1		

Total Base Bid _____

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,

as Principal, hereinafter called the Principal, and _____,

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

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 011516, **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT, PHASE I**

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal	**Surety**
By	**By Attorney-in-Fact**
Title	**Address, Attorney-in-Fact** **Subscribed and sworn to before me** **this ____ day of _____, 20____**
	My commission expires: _____
	Notary Public

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 011516-MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

The applicant submitting this Bid warrants the following:

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

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

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

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

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

d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.

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

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

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

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

7. Current Arizona Contractor License Number: _____

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

GILA COUNTY
REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References
Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

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

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

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

4. **Company:** _____
   Contact: _____
   Phone: _____
   Address: _____

_____
Name of Business

_____
Signature of Authorized Representative

_____
Title

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

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

That he is _____
(Title)
of_____ and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 011516, MESA DEL CABALLO STREET IMROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

_____
(Name of Business)

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

_____
Name of Business

_____
By

_____
Title

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

_____ **My Commission expires:**
Notary Public

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of **Invitation for Bid No. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I,** 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.

_____
Name of Business

_____
Signature of Authorized Representative

_____
Title

BIDDERS CHECKLIST (CK-1)

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 AND 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 and Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of_____, 2016.

_____
CONTRACTOR:

_____
BY:

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, Payson, Arizona, Bid No. 011516**. All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Wednesday, March 23, 2016.**

GILA COUNTY
CONTRACT NO. 011516 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, **2016**, 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. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I**, **PAYSON, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 011516 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "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 Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Contract continued…

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

Contract continued…

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

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

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

B. **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 **Jeannie Sgroi, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Contract continued…

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 **Jeannie Sgroi, Contracts Administrator, 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:

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **60 Calendar Days of the commencement date as specified on the Notice To Proceed**.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM	DAILY CHARGE PER CALENDAR DAY
All work not complete within the above specified time after start of work.	**$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 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before ***thirty (30) days*** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Contract continued…

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act **(Public Law 101-336, 42 U.S.C. 12101-12213)** and applicable Federal regulations under the Act.

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

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

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

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

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

Contract continued…

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

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:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I
CONTRACT NO. 011516

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

CONTRACTOR:

_____
Contractor Signature

_____
Print Name

_____
Witness (If Contractor is Individual)

STATUTORY PERFORMANCE BOND (CPB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal,

and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____

Pri**ncipal** **Seal**

_____ _____

Surety **Seal** **By:**

_____ _____

Agency of Record **By:**

_____ _____

Arizona Countersignature **Agency Address**

_____

Address

_____

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)

PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,
_____

_____, (hereinafter called the Principal), as Principal, and
_____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____
Pri**ncipal** **Seal**

_____ _____
Surety **Seal** **By:**

_____ _____
Agency of Record **By:**

_____ _____
Arizona Countersignature **Agency Address**

_____
Address

_____
Phone Number

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY (CPW-1)

I, _____, representing

_____ (company name)

do hereby warranty the work performed for the:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

_____

(Officer, Partner, Owner) **Date**

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

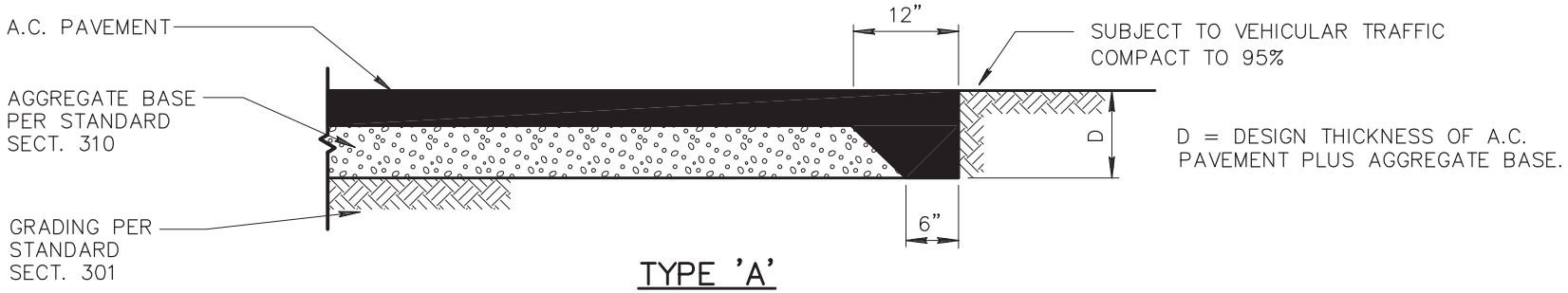
2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

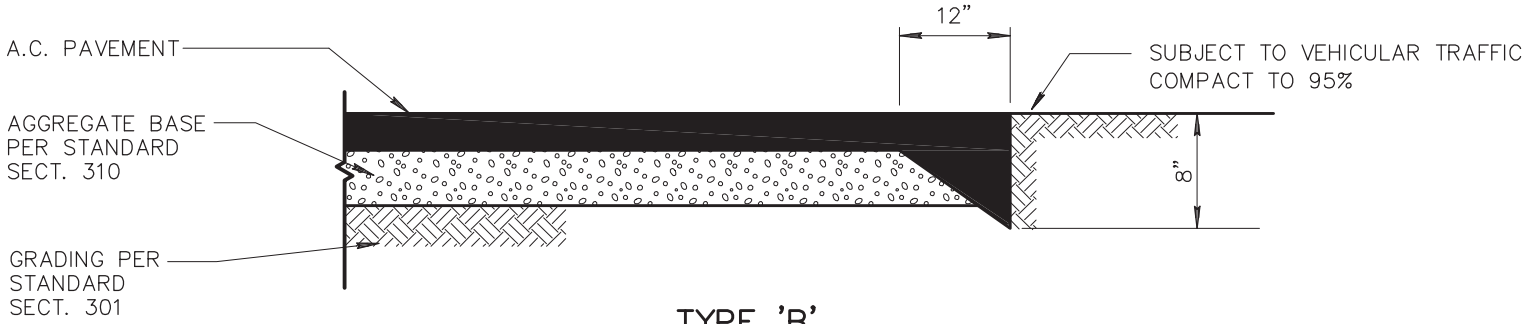
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

APPENDIX A

(REFERENCED STANDARD DETAILS)



TYPE 'A'



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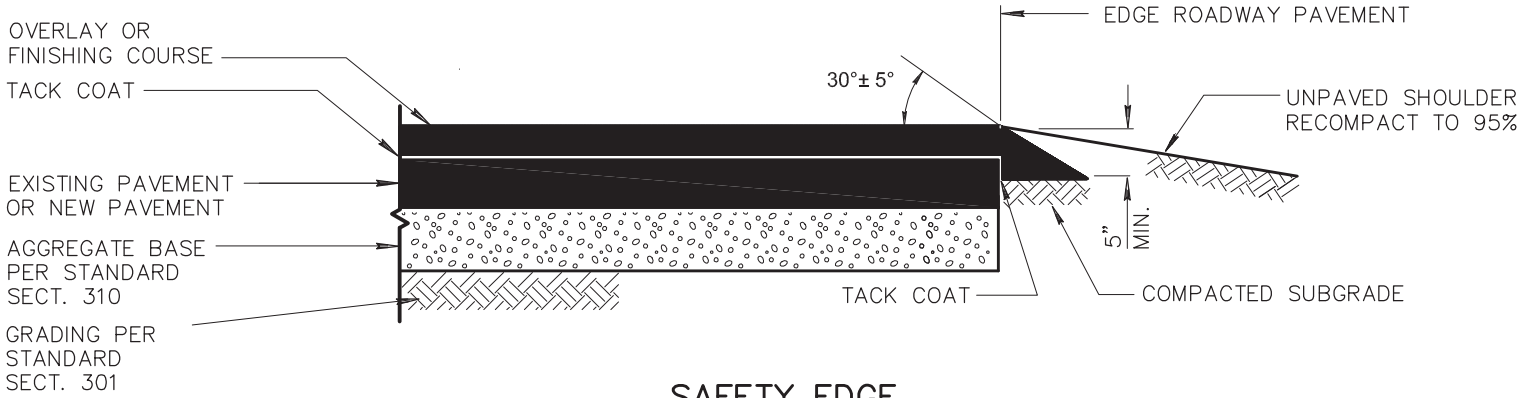
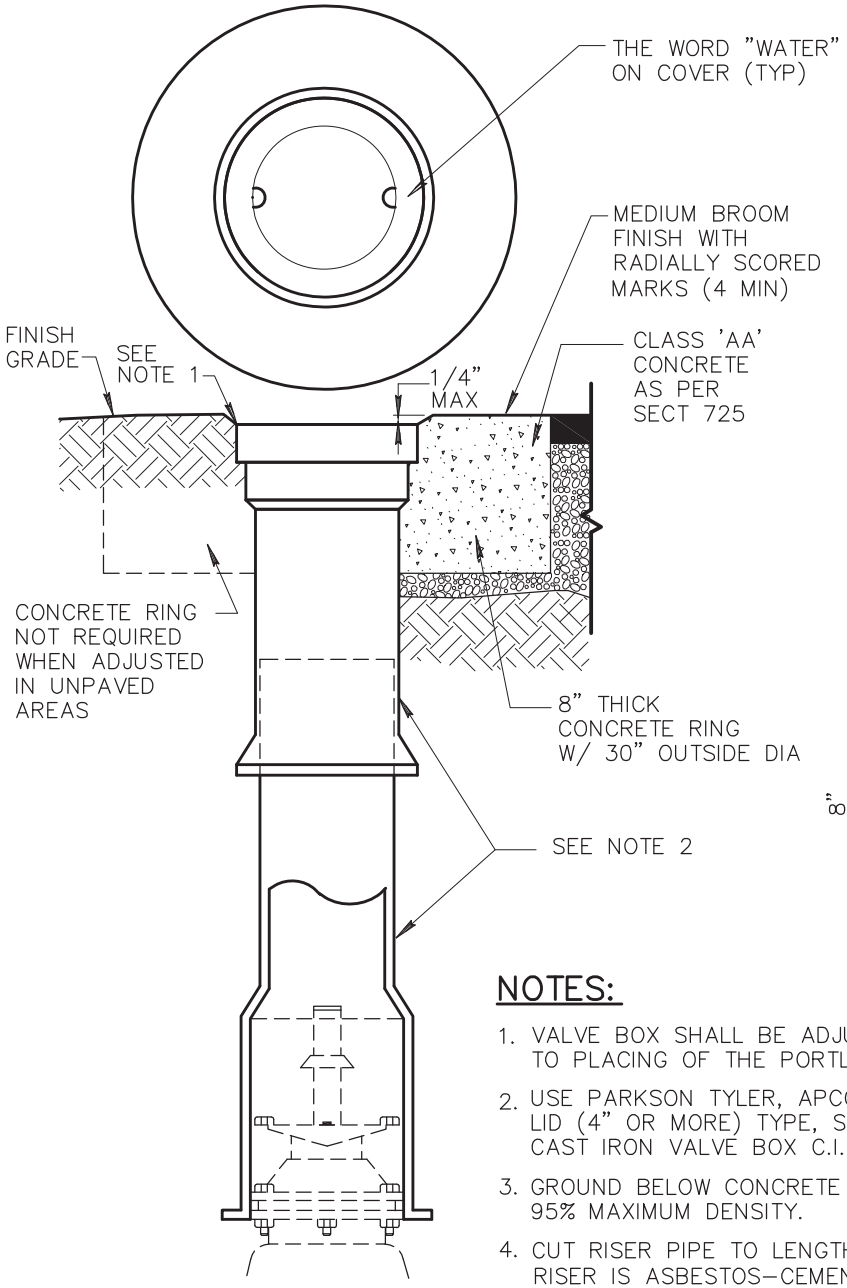
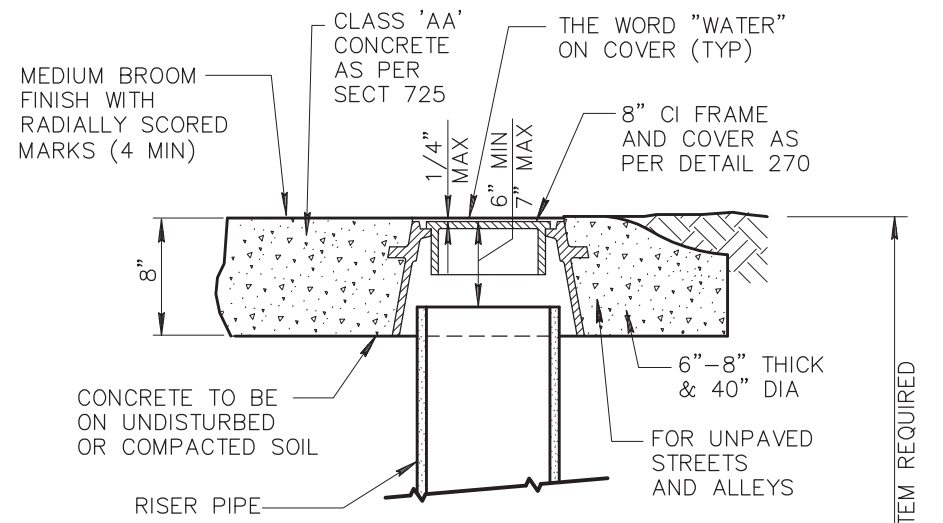


SAFETY EDGE

DETAIL NO.		STANDARD DETAIL		DATE	DETAIL NO.
201	MARICOPA ASSOCIATION of GOVERNMENTS	ENGLISH	ASPHALT PAVEMENT EDGE DETAILS	01–01–2014	201

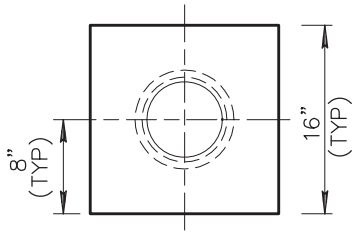


TYPE 'C'

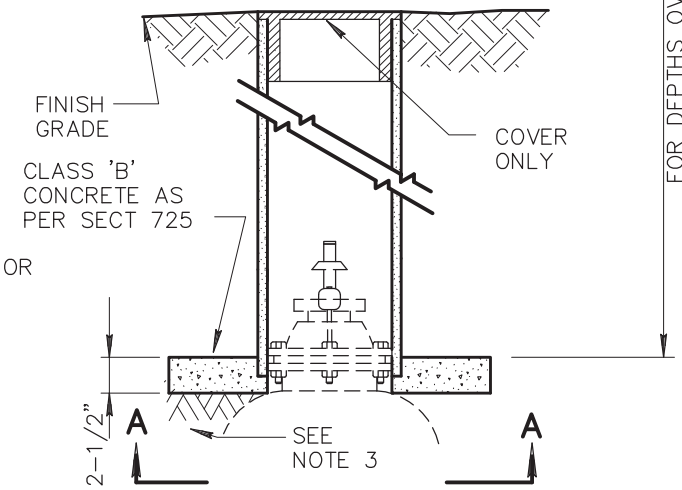


TYPE 'A'

(TO BE USED IN AREAS SUBJECT TO VEHICULAR TRAFFIC)



VIEW A–A



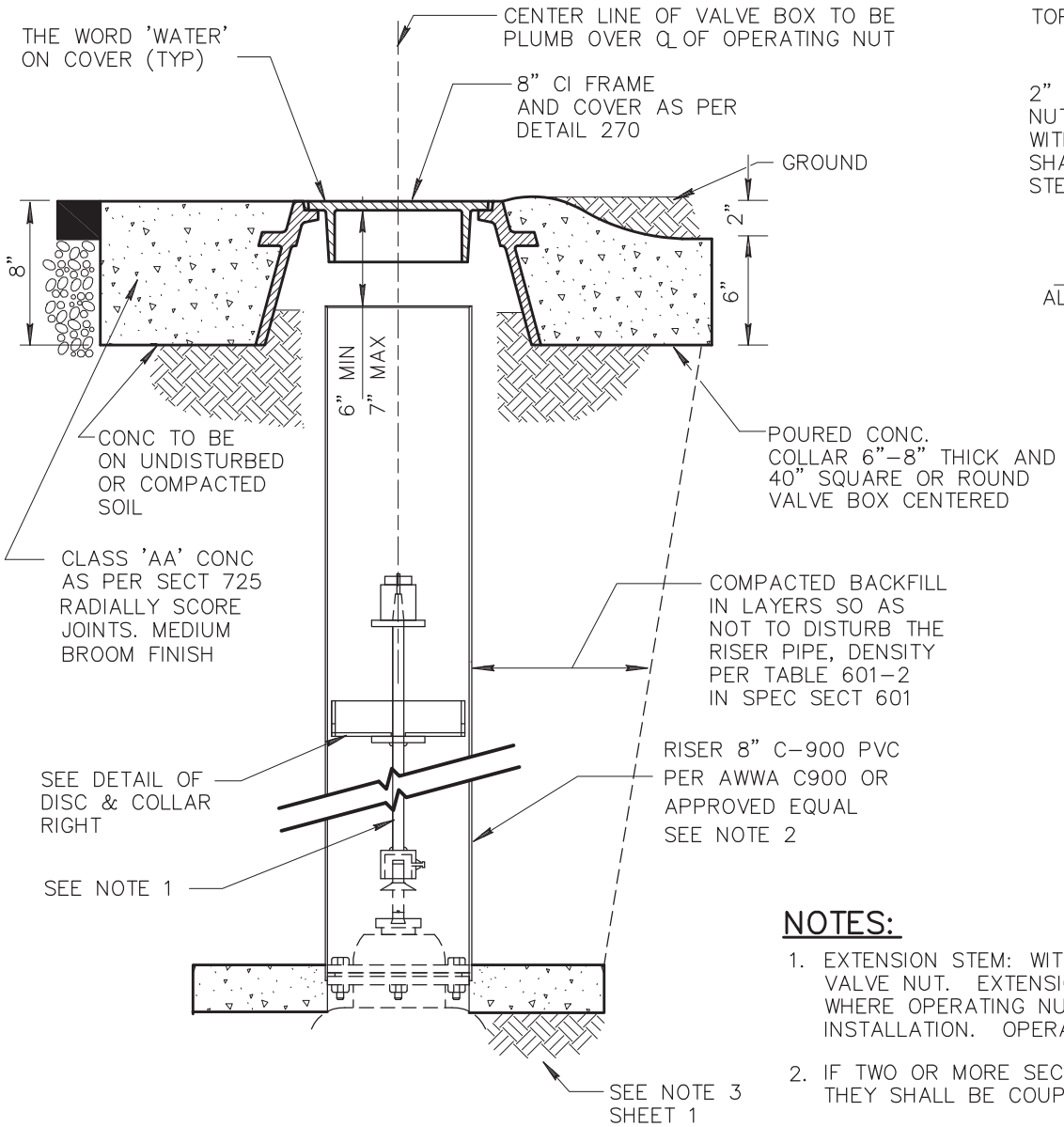
TYPE 'B'

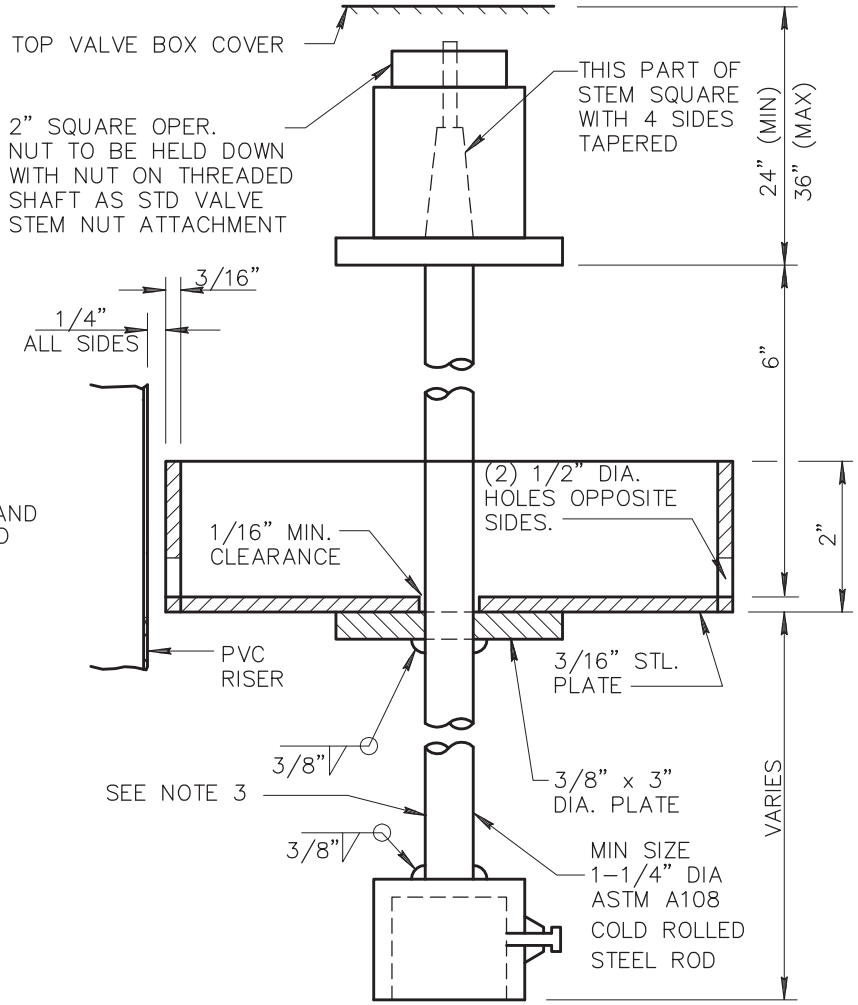
(NOT SUBJECT TO VEHICULAR TRAFFIC)

NOTES:

1. VALVE BOX SHALL BE ADJUSTED TO THE FINISHED GRADE PRIOR TO PLACING OF THE PORTLAND CEMENT CONCRETE SURFACE.
2. USE PARKSON TYLER, APCO OR EQUAL DEEP SKIRTED LID (4" OR MORE) TYPE, SLIDING ADJUSTABLE CAST IRON VALVE BOX C.I. MIN. T.S. 30,000 P.S.I.
3. GROUND BELOW CONCRETE PAD TO BE COMPACTED 95% MAXIMUM DENSITY.
4. CUT RISER PIPE TO LENGTH IN FIELD. **CAUTION:** IF EXISTING RISER IS ASBESTOS–CEMENT PIPE (ACP) FOLLOW OSHA GUIDELINES FOR WORKING WITH ACP.

DETAIL NO.				REVISED	DETAIL NO.
391–1	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	VALVE BOX INSTALLATION AND GRADE ADJUSTMENT	01–01–2015	391–1

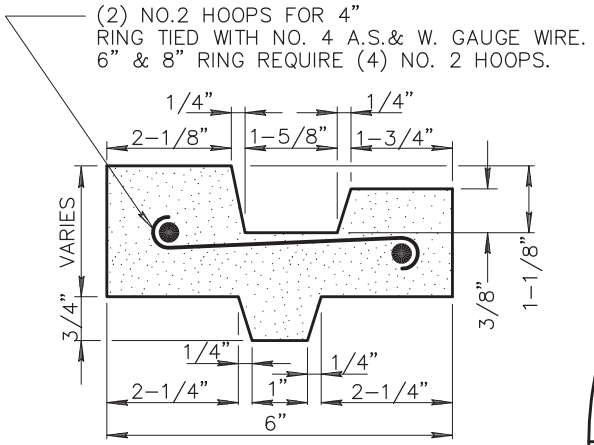




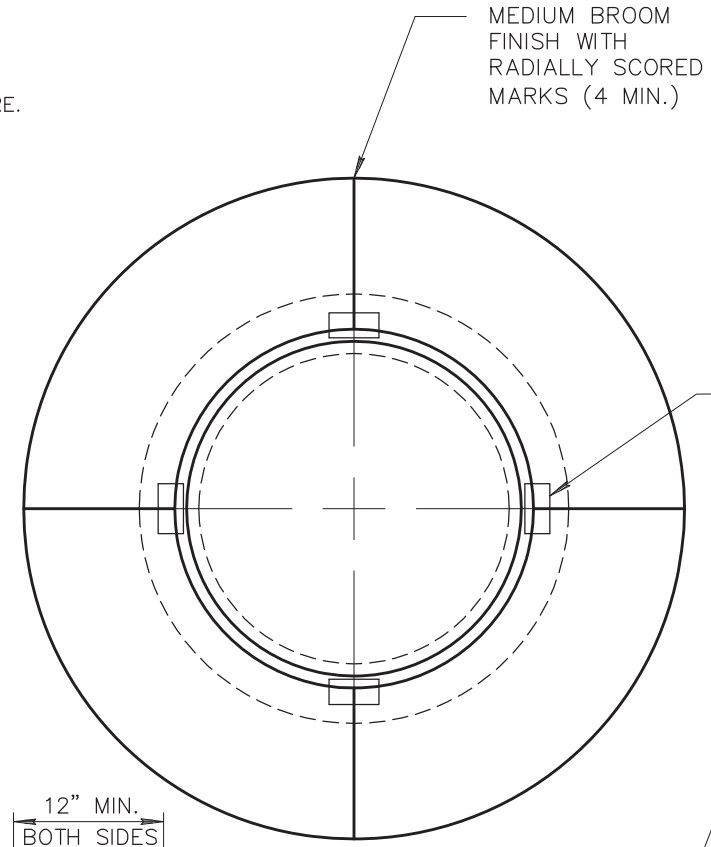
NOTES:

1. EXTENSION STEM: WITH SQUARE SOCKET ON BOTTOM TO FIT 2" SQUARE VALVE NUT. EXTENSION TO VALVE STEMS REQUIRED ON ALL VALVES INSTALLED WHERE OPERATING NUT IS OVER 5' BELOW SURFACE. LENGTH TO FIT EACH INSTALLATION. OPERATING NUT TO BE HELD ON TOP OF EXTENSION WITH STOP NUT.
2. IF TWO OR MORE SECTIONS OF PIPE ARE USED TO MAKE THE VALVE BOX RISER, THEY SHALL BE COUPLED OR BONDED TO FORM DEBRIS–TIGHT JOINTS.
3. STEM PAINTING: ALL STEEL TO HAVE PRIME COAT OF PAINT NO. 1–D AND ONE HEAVY APPLICATION (FINISH COAT) OF PAINT NO. 9 AS PER SECT. 790.

DETAIL NO.				REVISED	DETAIL NO.
391–2	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	VALVE BOX INSTALLATION AND GRADE ADJUSTMENT	01–01–2015	391–2



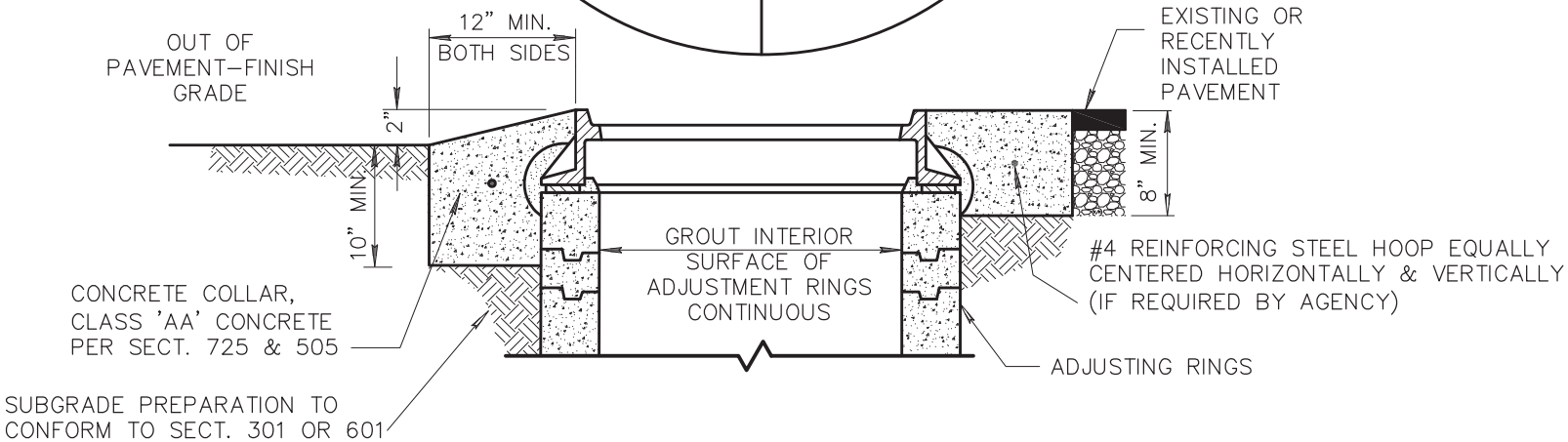
ADJUSTING RING DETAIL



NOTES:

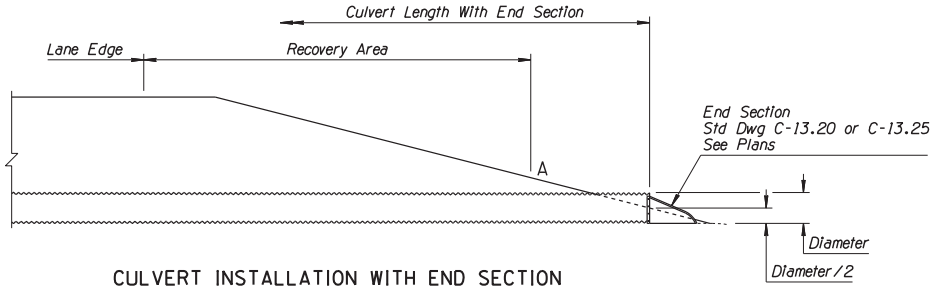
1. CONTRACTORS SHALL ADJUST ALL MANHOLE RINGS AND COVERS, INCLUDING MANHOLES OUTSIDE OF THE PAVEMENT.
2. ADJUSTMENT SHALL BE CONSTRUCTED PER MAG SECTION 345.
3. MANHOLE COATINGS PER AGENCY
4. GROUT SHALL BE USED BETWEEN FRAME AND ADJUSTING RING TO ACHIEVE WATER TIGHTNESS.

SPACER TYPE	REQUIRED THICKNESS
BRICK	GREATER THAN 2"
4"X2" STEEL SPACER	½" TO 2"
GROUT	LESS THAN ½"



DETAIL NO.		STANDARD DETAIL		REVISED	DETAIL NO.
422	MARICOPA ASSOCIATION of GOVERNMENTS	ENGLISH	MANHOLE FRAME AND COVER ADJUSTMENT	01-01-2015	422

NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	REISSUED STANDARD DRAWING	RLF	7/05
2			
3			
4			

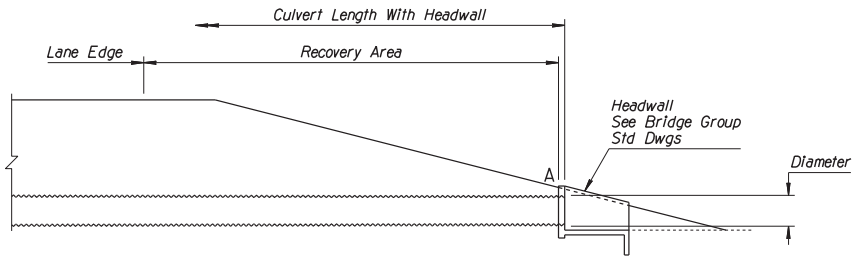


CULVERT INSTALLATION WITH END SECTION

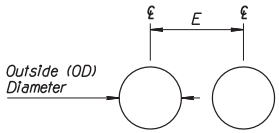
MINIMUM SPACING FOR MULTIPLE PIPES WITH HEADWALL	
Diameter or Span (In)	E (Ft-In)
18	2-6
24	3-0
30	3-9
36	4-6
42	5-3
48 to 66	OD + 3-0
72 and Over	OD + 3-0

GENERAL NOTES

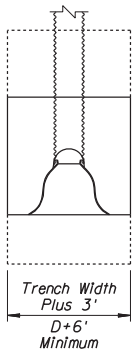
1. See plans for any required inlet and/or outlet protection.
2. E dimension applies to both non-trench and trench conditions.
3. Minimum cover over pipe culverts shall be 1', measured from the top of pipe.
4. See Pipe Berm Requirement Detail for pipe berm requirements and Std Dwg C-03.10 for installation. If Point A is within the recovery area, then a pipe berm is required and Point B is set at the edge of the recovery area.
5. Slope plating shall conform to Std Spec 501.



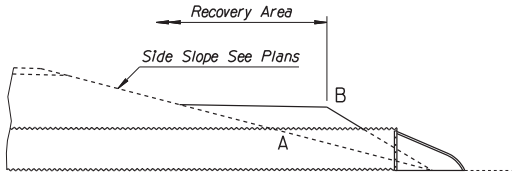
CULVERT INSTALLATION WITH HEADWALL



MINIMUM SPACING FOR
MULTIPLE PIPES WITH HEADWALL

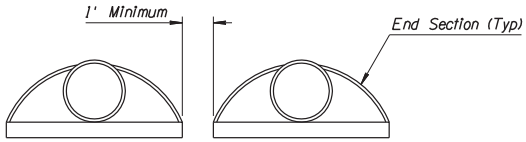


PLAN

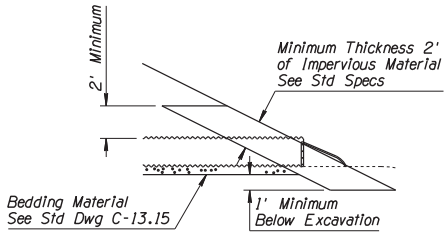


PIPE WITH BERM REQUIREMENT DETAIL

See General Note 4



MINIMUM SPACING FOR
MULTIPLE PIPES WITH END SECTIONS



ELEVATION

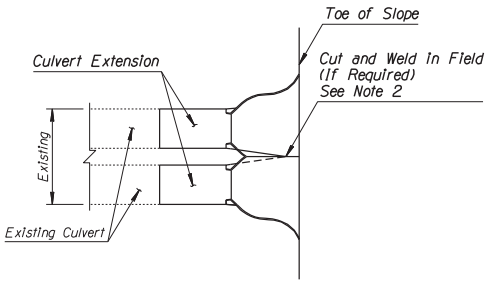
SLOPE PLATING FOR PIPE
WITH END SECTIONS

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 1 5/12
APPROVED FOR DISTRIBUTION	PIPE CULVERT INSTALLATION	DRAWING NO. C-13.10 Sheet 1 of 2

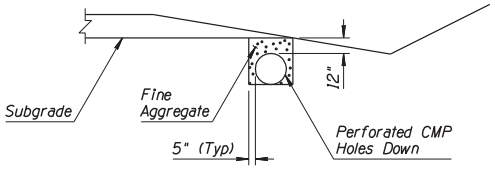
NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	NEW GENERAL NOTE 2	RLF	9/04
2			
3			
4			

GENERAL NOTES

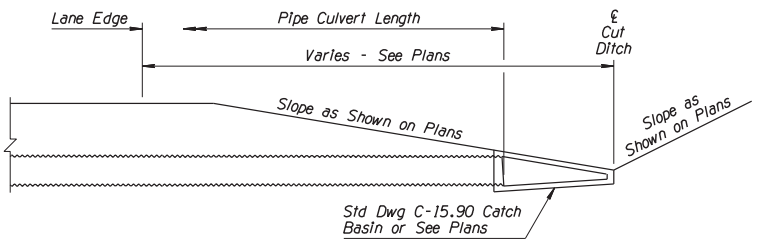
1. Minimum cover over pipe culverts shall be 12", measured from the top of pipe.
2. (1) After welding, the damaged coating shall be cleaned by a wire brush and painted with at least one full coat of Paint Number 4, or given two coats of an approved hot asphalt paint, as directed by the Engineer.



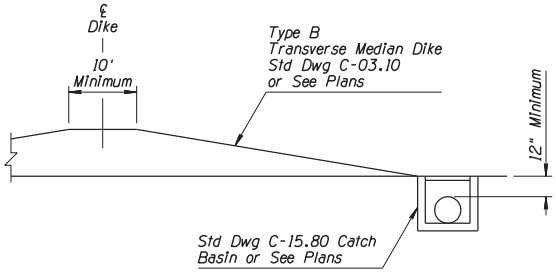
SPECIAL MULTIPLE PIPE END SECTION DETAIL
FOR PIPE CULVERT EXTENSIONS ONLY



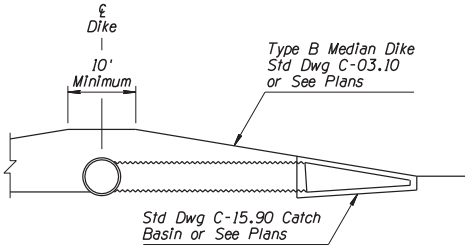
PERFORATED CMP INSTALLATION



PIPE AND CATCH BASIN INSTALLATION
AT SAG CONDITION OF CUT DITCH



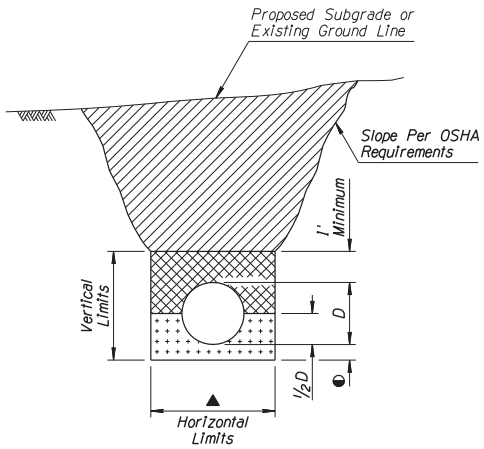
PIPE AND CATCH BASIN INSTALLATION
AT BASE OF TRANSVERSE DIKE



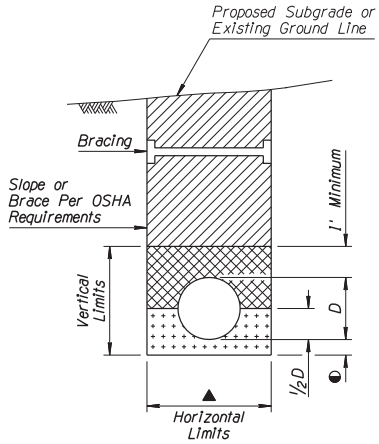
PIPE AND CATCH BASIN INSTALLATION
AT FACE OF TRANSVERSE DIKE

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR DISTRIBUTION	PIPE CULVERT INSTALLATION	DRAWING NO. C-13.10 Sheet 2 of 2

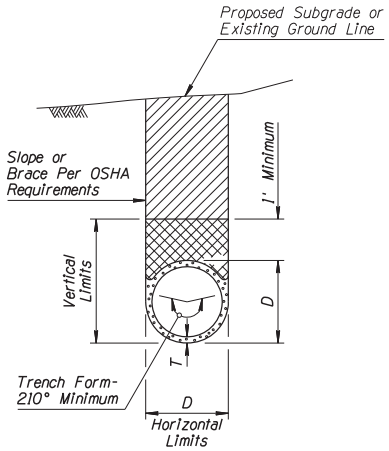
NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	REVISED SPECIFICATIONS	RLF	9/04
2			
3			
4			



TRENCH CONDITION
IN NATURAL GROUND OR IN EMBANKMENT
WITHOUT BRACING



TRENCH CONDITION
IN NATURAL GROUND OR IN EMBANKMENT
WITH BRACING SHOWN



TRENCH CONDITION
NRCIPCP IN NATURAL GROUND
OR IN EMBANKMENT

GENERAL NOTES

1. Pipes shall be installed either in a trench condition or in a non-trench condition in natural ground or in embankment.
2. In a trench condition, the vertical and horizontal limits shall be maintained. If horizontal limits are exceeded or the vertical limits are not maintained, a non-trench condition exists.
3. Bracing and sloping shall conform to OSHA requirements.
4. Pipe backfill may be bedding material.
5. In a non-trench condition, the embankment for pipe stability shall be constructed in lifts to the limits shown in the detail simultaneously with the bedding material and pipe backfill. If the contractor chooses to construct it as a trench condition, the embankment shall be constructed before excavating the trench.

D - Outside diameter of full circle pipe or outside dimension (span or rise) of arch, arch pipe, elliptical pipe.

T - Minimum wall thickness for NRCIPCP: See Plans.

(1) ▲ For D< than 4': D + 6" each side, minimum
D + 2' each side, maximum

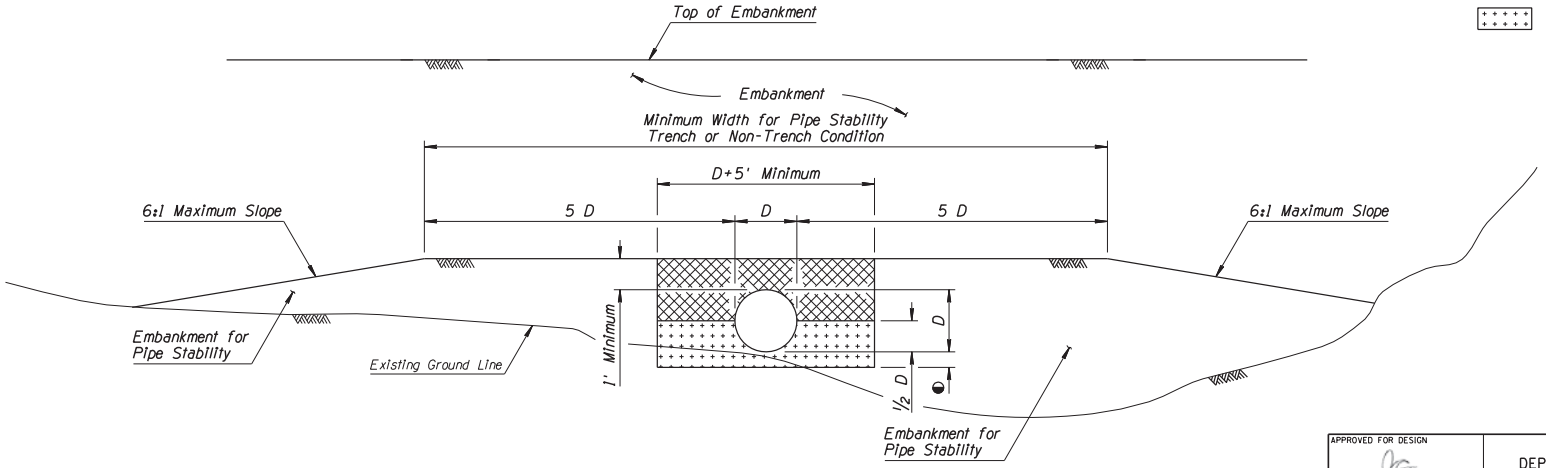
(1) For D≥ than 4': D + 1' each side, minimum
D + 3' each side, maximum

◐ - 6 inches except when on unyielding or unstable material. See Std Specs.

TRENCH BACKFILL

PIPE BACKFILL

BEDDING



NON-TRENCH CONDITION

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR DISTRIBUTION	TYPICAL PIPE INSTALLATION	DRAWING NO. C-13.15

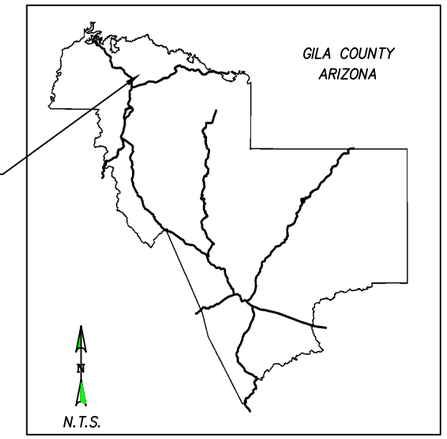
APPENDIX B

(PROJECT PLANS)

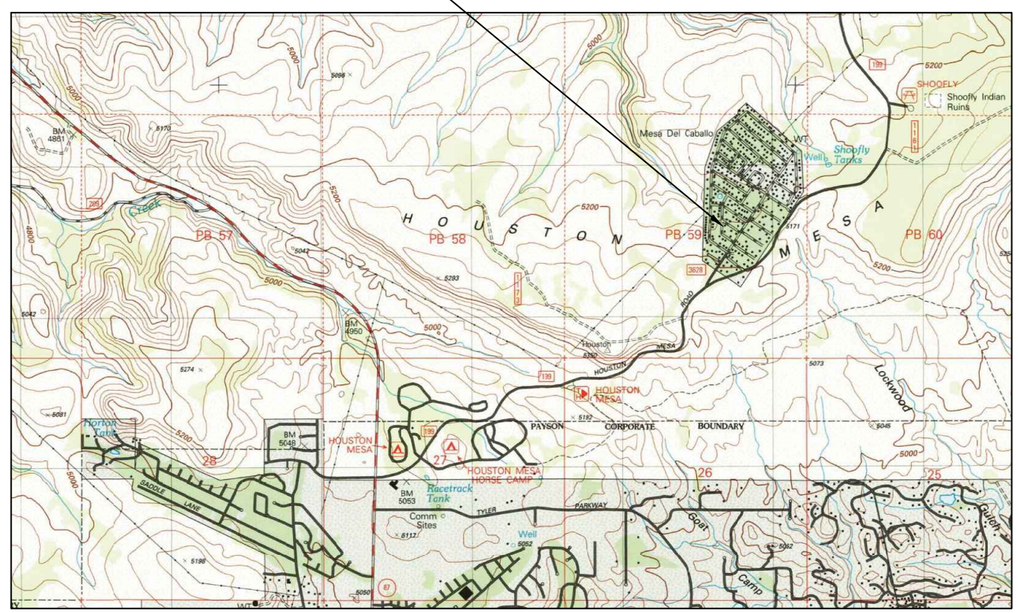
IMPROVEMENT PLANS FOR

MESA DEL CABALLO SUBDIVISION ROADS

PROJECT LOCATION



PROJECT SITE



VICINITY MAP SECTION 23, TOWNSHIP 11N, RANGE 10E N.T.S.

GILA COUNTY BOARD OF SUPERVISORS

CHAIRMAN	MICHAEL A. PASTOR	DISTRICT II
VICE CHAIRMAN	TOMMIE CLINE MARTIN	DISTRICT I
MEMBER	JOHN D. MARCANTI	DISTRICT III

COUNTY MANAGER
DON E. MCDANIEL JR.

PUBLIC WORKS DIVISION DIRECTOR
STEVE SANDERS

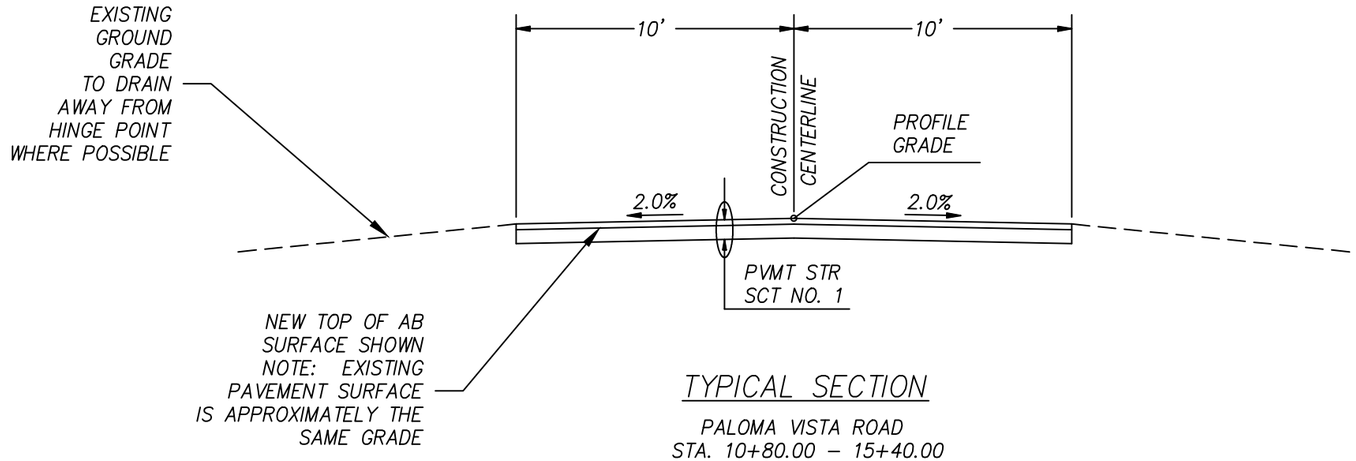
INDEX OF SHEETS

SHEET NO.	SHEET TYPE	DWG NO.
SHEET 1	COVER	C1
SHEET 2	TYPICAL SECT. & DESIGN	T1
SHEET 3	GEOMETRIC SHEET	G1
SHEET 4–6	PLAN SHEETS	P1–P3
SHEET 7–9	PROFILE SHEETS	PR1–PR3
SHEET 10–15	DETAIL SHEETS	D1–D6

GILA COUNTY CONTACT

ATTN: MARK GUERENA, COUNTY ENGINEER
GILA COUNTY PUBLIC WORKS DIVISION
745 NORTH ROSE MOFFORD WAY
GLOBE, ARIZONA 85501
PH: 928-402-8507

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
COVER SHEET		
DRAWN BY: MCG	DATE: 10-22-2015	DWG NO. C1
SCALE: N.T.S.	JOB NO. GC2014-02	

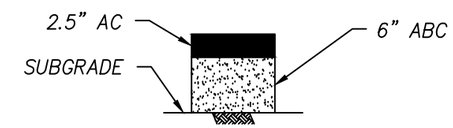


TYPICAL SECTION

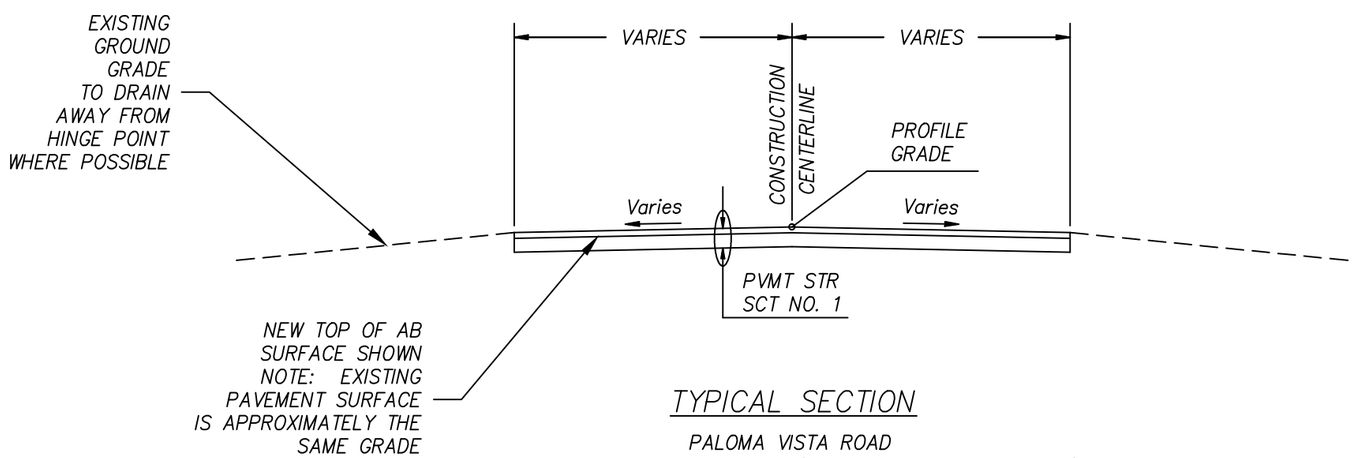
PALOMA VISTA ROAD
STA. 10+80.00 – 15+40.00
STA. 16+50.00 – 18+50.00

SEPIA ROAD
STA. 30+80.00 – 34+00.00

BARRANCA ROAD
STA. 50+80.00 – 55+65.00
STA. 57+05.44 – 58+10.00



PAVEMENT STRUCTURAL SECTION NO. 1



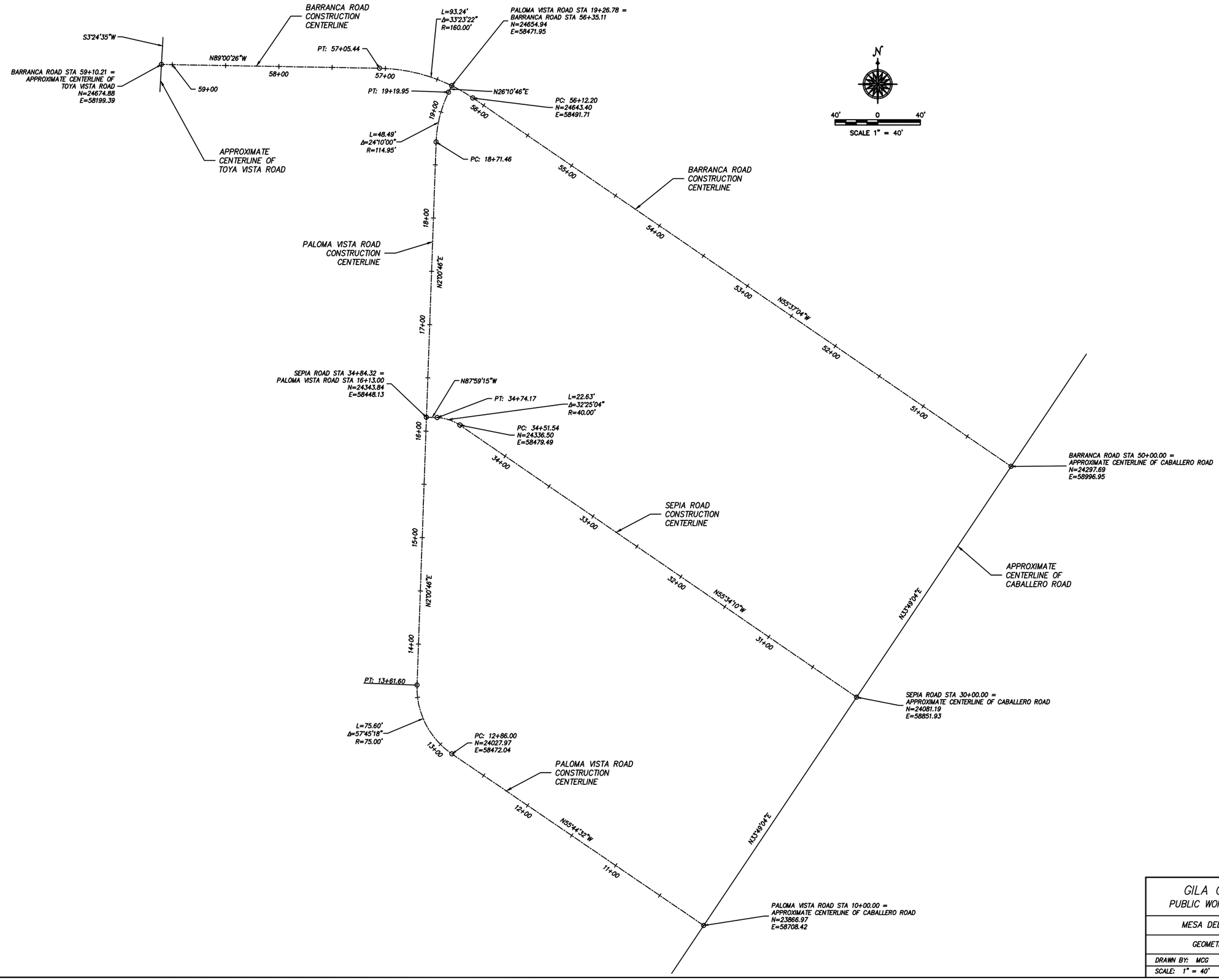
TYPICAL SECTION

PALOMA VISTA ROAD
STA. 10+10.00 – 10+80.00 (SEE DETAIL F, DWG NO. D6)
STA. 15+40.00 – 16+50.00 (SEE DETAIL C, DWG NO. D3)
STA. 18+50.00 – 19+26.78 (SEE DETAIL B, DWG NO. D2)

SEPIA ROAD
STA. 30+10.00 – 30+80.00 (SEE DETAIL E, DWG NO. D5)
STA. 34+00.00 – 34+84.32 (SEE DETAIL C, DWG NO. D3)

BARRANCA ROAD
STA. 50+10.00 – 50+80.00 (SEE DETAIL D, DWG NO. D4)
STA. 55+65.00 – 57+05.44 (SEE DETAIL B, DWG NO. D2)
STA. 58+10.00 – 59+01.51 (SEE DETAIL A, DWG NO. D1)

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
TYPICAL SECTION/DESIGN SHEET		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. T1
SCALE:	JOB NO. GC2014-02	SHEET 1 OF 1



GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
GEOMETRIC SHEET		
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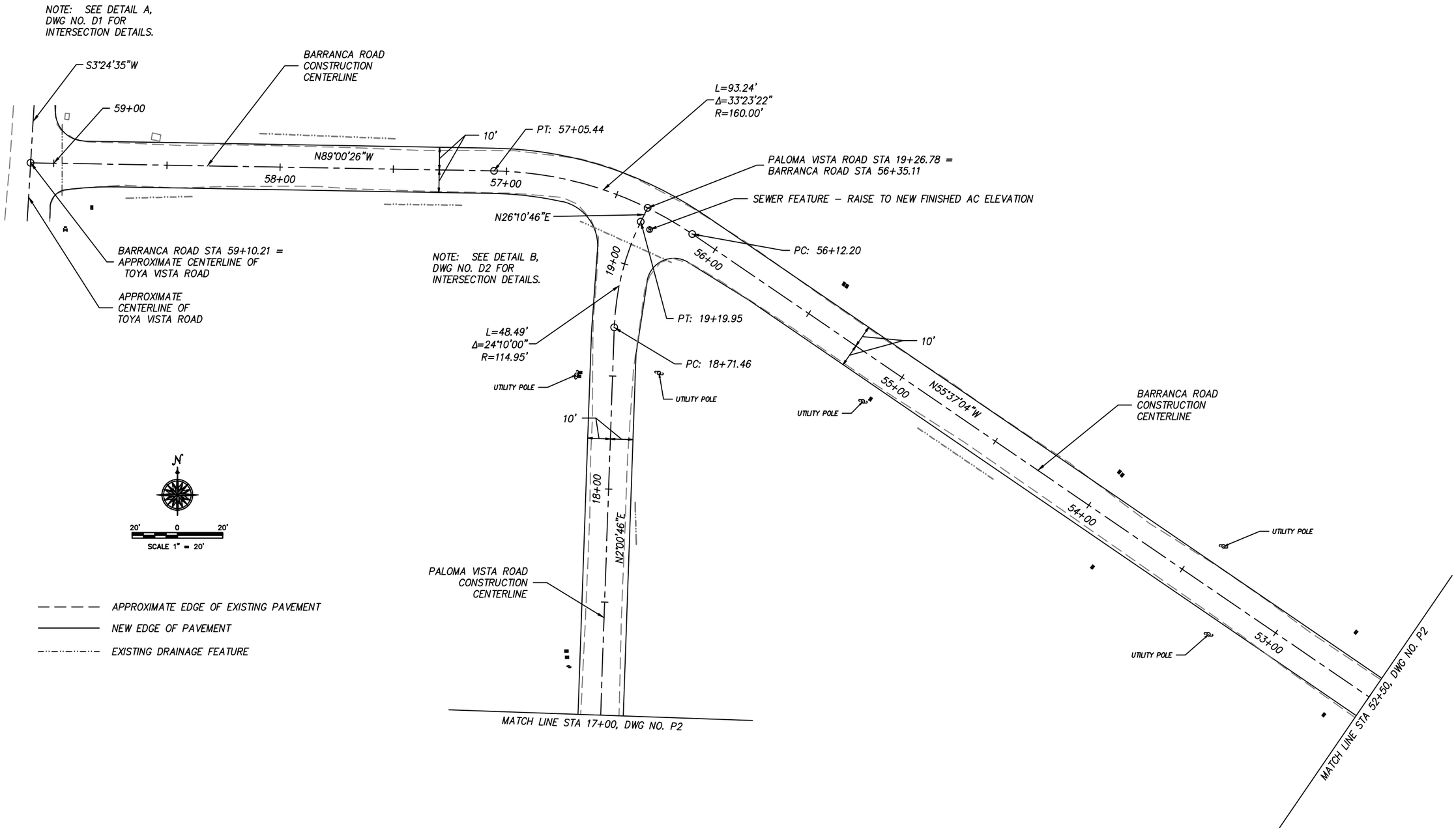
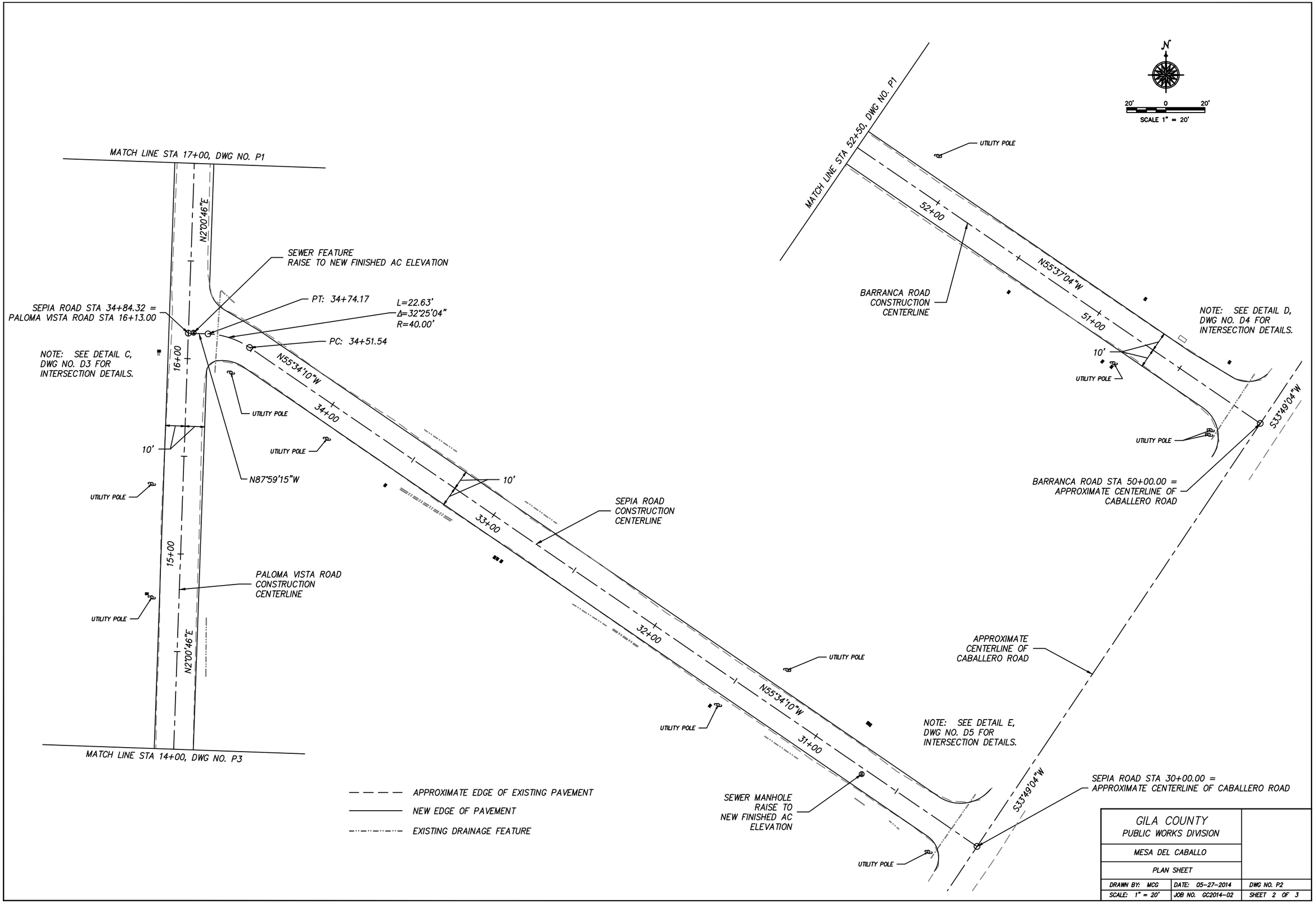
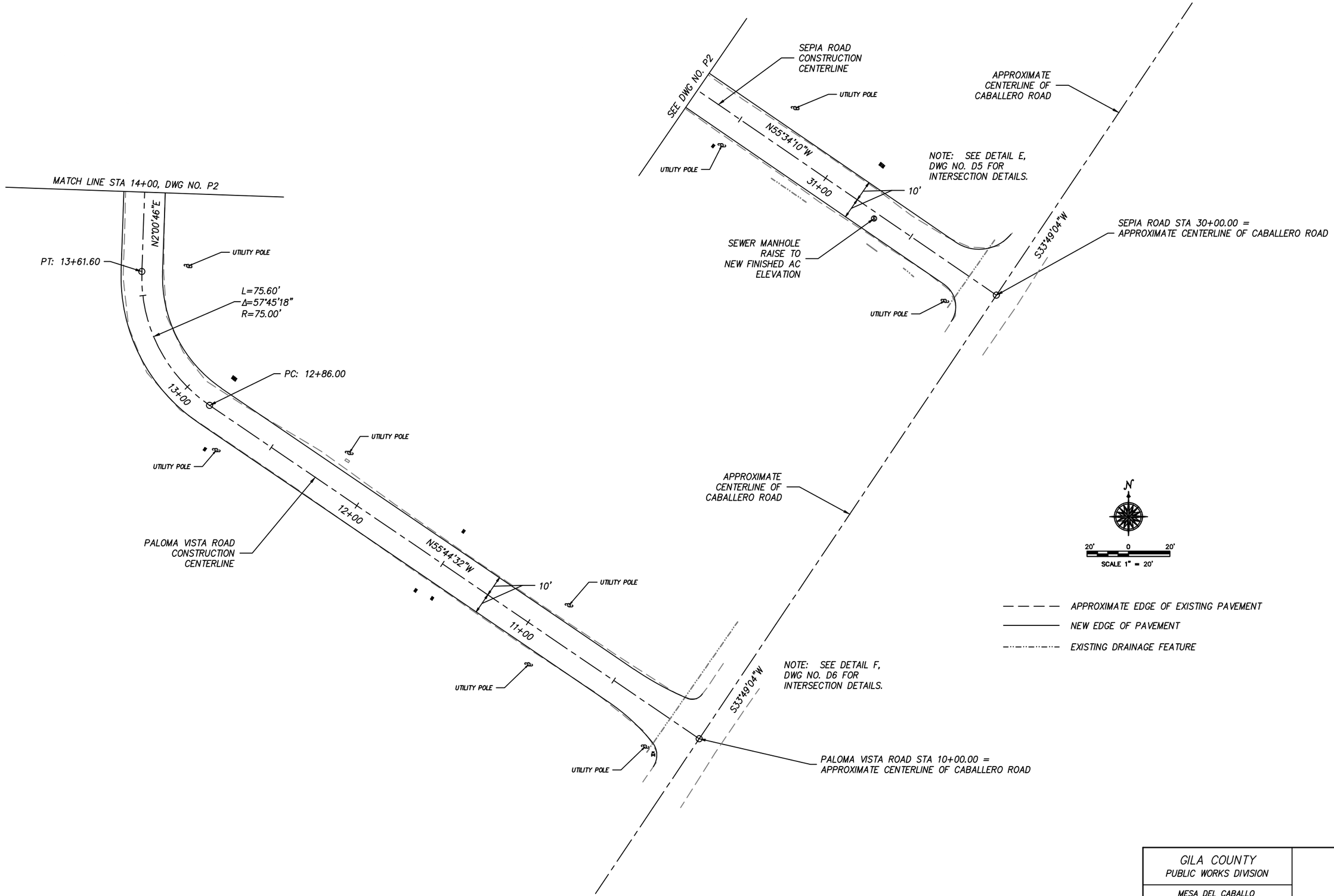
SCALE: 1" = 40'	JOB NO. GC2014-02	SHEET 1 OF 1

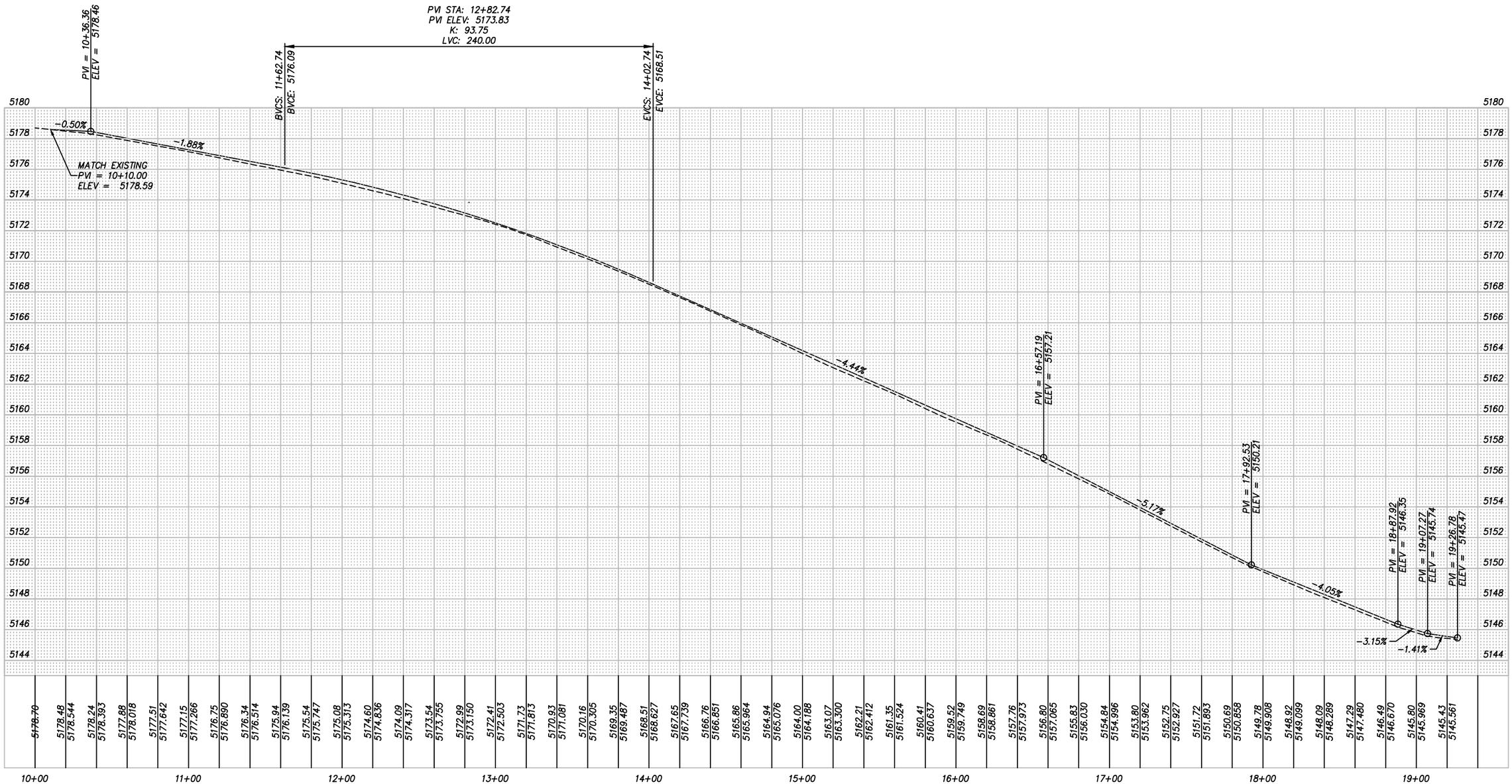


GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
PLAN SHEET		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. P1
SCALE: 1" = 20'	JOB NO. GC2014-02	SHEET 1 OF 3


MATCH LINE STA 17+00, DWG NO. P1
N2°00'46"E
SEWER FEATURE
RAISE TO NEW FINISHED AC ELEVATION
SEPIA ROAD STA 34+84.32 =
PALOMA VISTA ROAD STA 16+13.00
PT: 34+74.17
L=22.63'
Δ=32°25'04"
R=40.00'
PC: 34+51.54
NOTE: SEE DETAIL C,
DWG NO. D3 FOR
INTERSECTION DETAILS.
16+00
N55°34'10"W
34+00
UTILITY POLE
10'
N87°59'15"W
15+00
PALOMA VISTA ROAD
CONSTRUCTION
CENTERLINE
33+00
SEPIA ROAD
CONSTRUCTION
CENTERLINE
32+00
31+00
MATCH LINE STA 14+00, DWG NO. P3
APPROXIMATE EDGE OF EXISTING PAVEMENT
NEW EDGE OF PAVEMENT
EXISTING DRAINAGE FEATURE
SEWER MANHOLE
RAISE TO
NEW FINISHED AC
ELEVATION
MATCH LINE STA 52+50, DWG NO. P1
52+00
51+00
BARRANCA ROAD
CONSTRUCTION
CENTERLINE
NOTE: SEE DETAIL D,
DWG NO. D4 FOR
INTERSECTION DETAILS.
S33°49'04"W
BARRANCA ROAD STA 50+00.00 =
APPROXIMATE CENTERLINE OF
CABALLERO ROAD
APPROXIMATE
CENTERLINE OF
CABALLERO ROAD
NOTE: SEE DETAIL E,
DWG NO. D5 FOR
INTERSECTION DETAILS.
SEPIA ROAD STA 30+00.00 =
APPROXIMATE CENTERLINE OF CABALLERO ROAD
N
20' 0 20'
SCALE 1" = 20'
GILA COUNTY
PUBLIC WORKS DIVISION
MESA DEL CABALLO
PLAN SHEET
DRAWN BY: MCG
DATE: 05-27-2014
DWG NO. P2
SCALE: 1" = 20'
JOB NO. GC2014-02
SHEET 2 OF 3



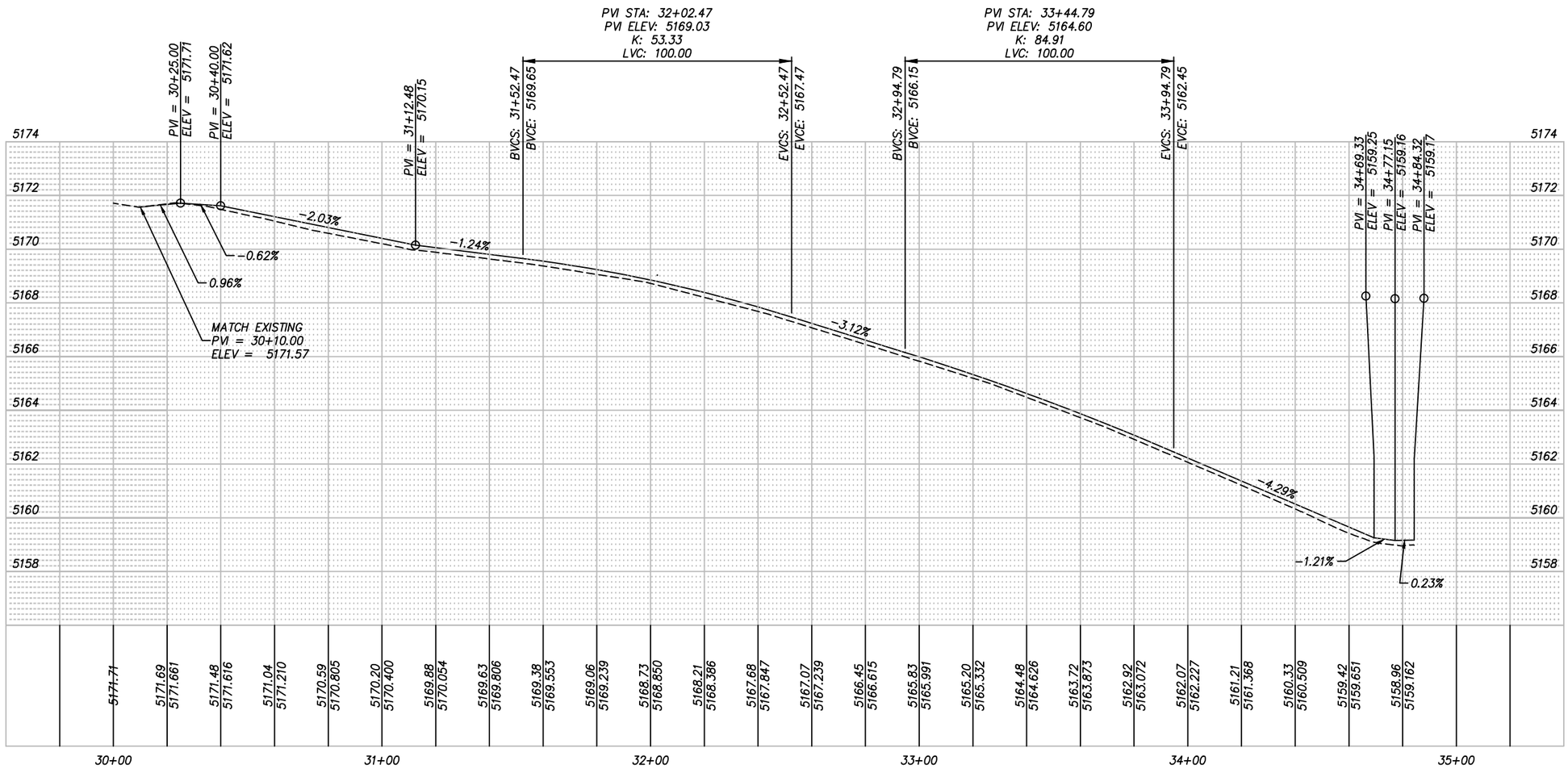
GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
PLAN SHEET		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. P3
SCALE: 1" = 20'	JOB NO. GC2014-02	SHEET 3 OF 3



Alignment – Paloma Vista PROFILE

----- EXISTING GROUND
——— FINISHED GRADE LINE

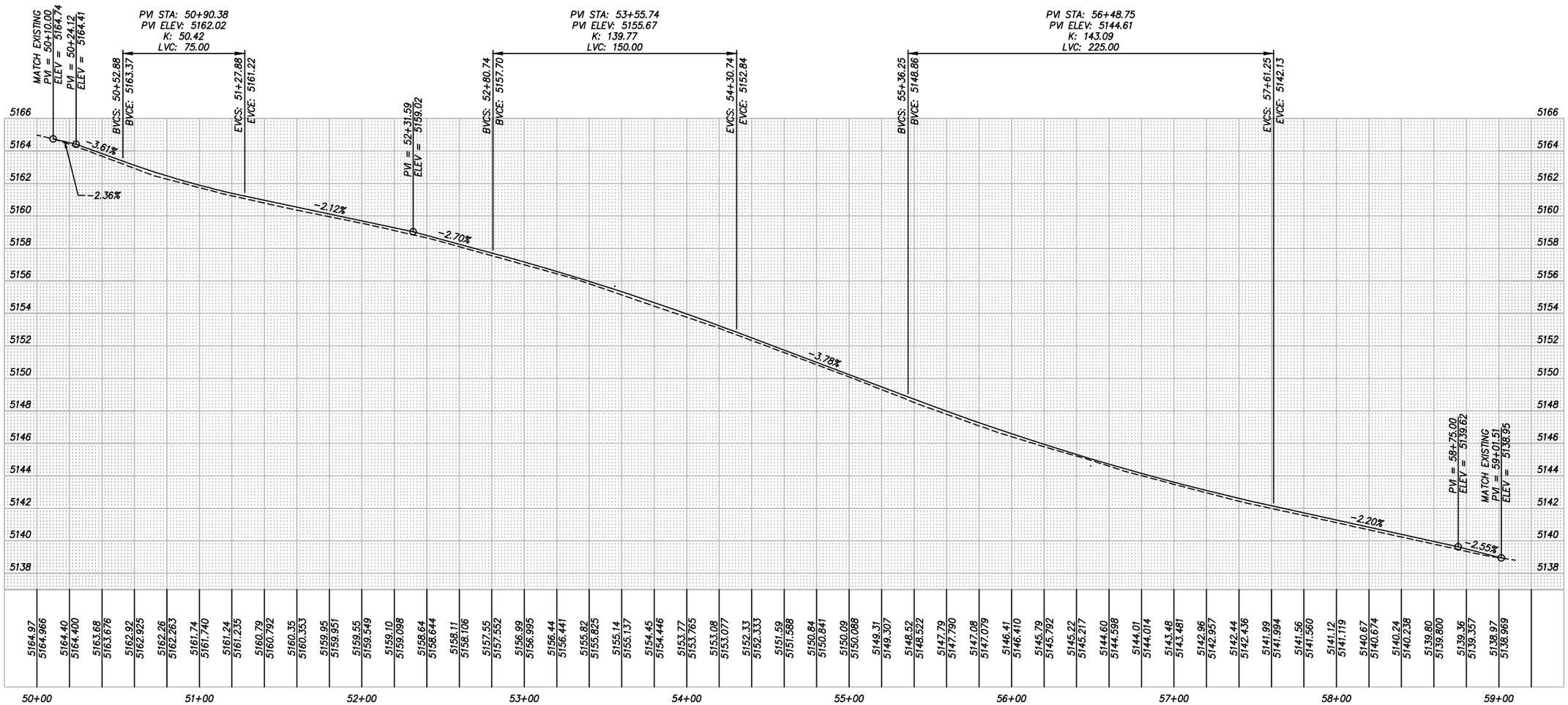
GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
PALOMA VISTA PROFILE		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. PR1
SCALE:	JOB NO. GC2014-02	SHEET 1 OF 3



Alignment – Sepia PROFILE

---- EXISTING GROUND
——— FINISHED GRADE LINE

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
SEPIA PROFILE		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. PR2
SCALE:	JOB NO. GC2014-02	SHEET 2 OF 3



Alignment – Barranca PROFILE

----- EXISTING GROUND
——— FINISHED GRADE LINE

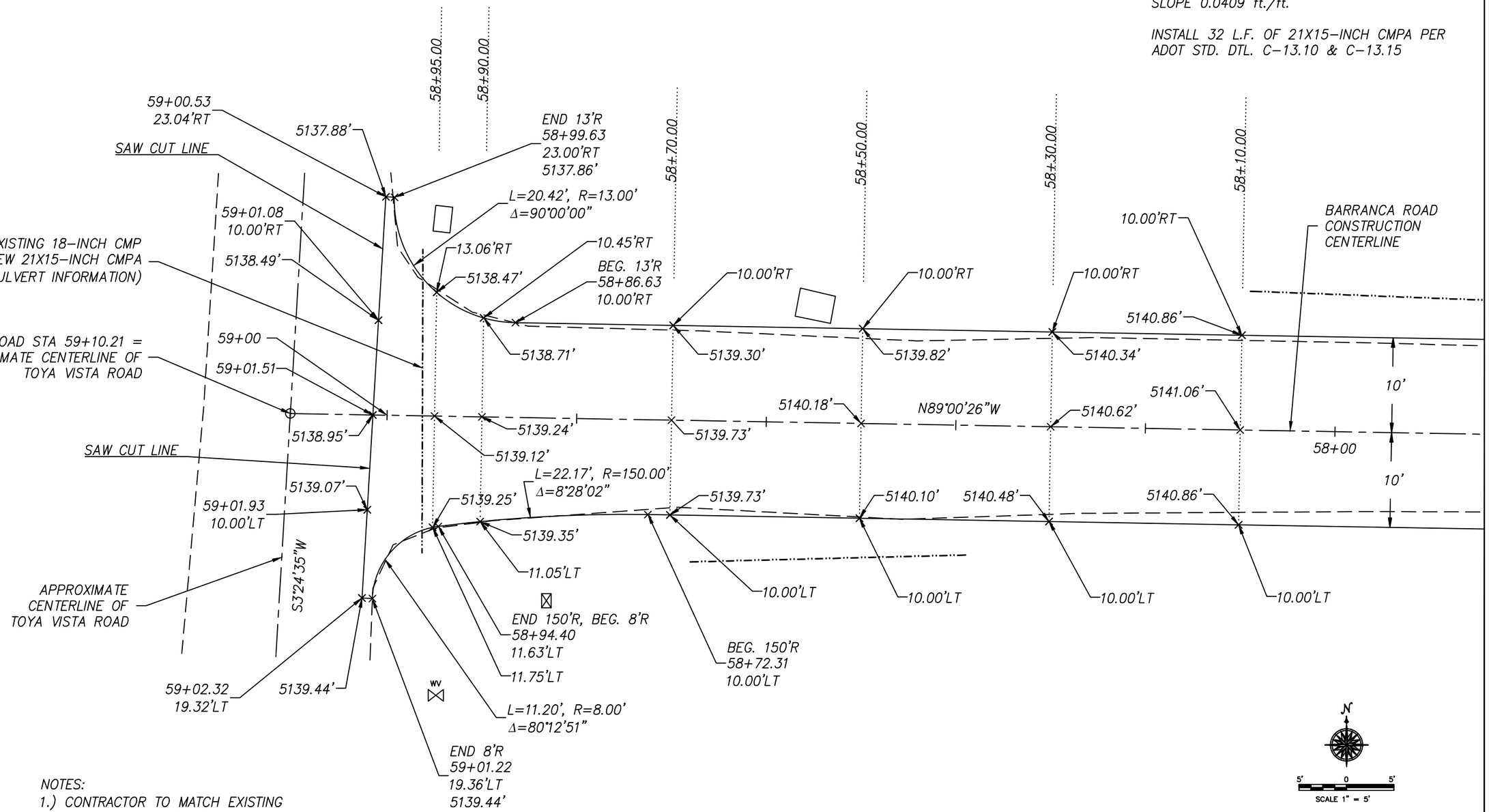
GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
BARRANCA PROFILE		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. PR3
SCALE:	JOB NO. GC2014-02	SHEET 3 OF 3

CULVERT INFORMATION

U/S	D/S
N 24660.198	N 24692.198
E 58213.277	E 58213.377
ELV. 5136.97	ELV. 5135.66

SLOPE 0.0409 ft./ft.

INSTALL 32 L.F. OF 21X15-INCH CMPA PER ADOT STD. DTL. C-13.10 & C-13.15



NOTES:

1.) CONTRACTOR TO MATCH EXISTING PAVEMENT AT THE SAW CUT LINE SHOWN. EXISTING PAVEMENT ELEVATIONS ARE SHOWN AT THIS LOCATION. ALL OTHER ELEVATIONS SHOWN ARE FOR THE FINAL PAVEMENT SURFACE.

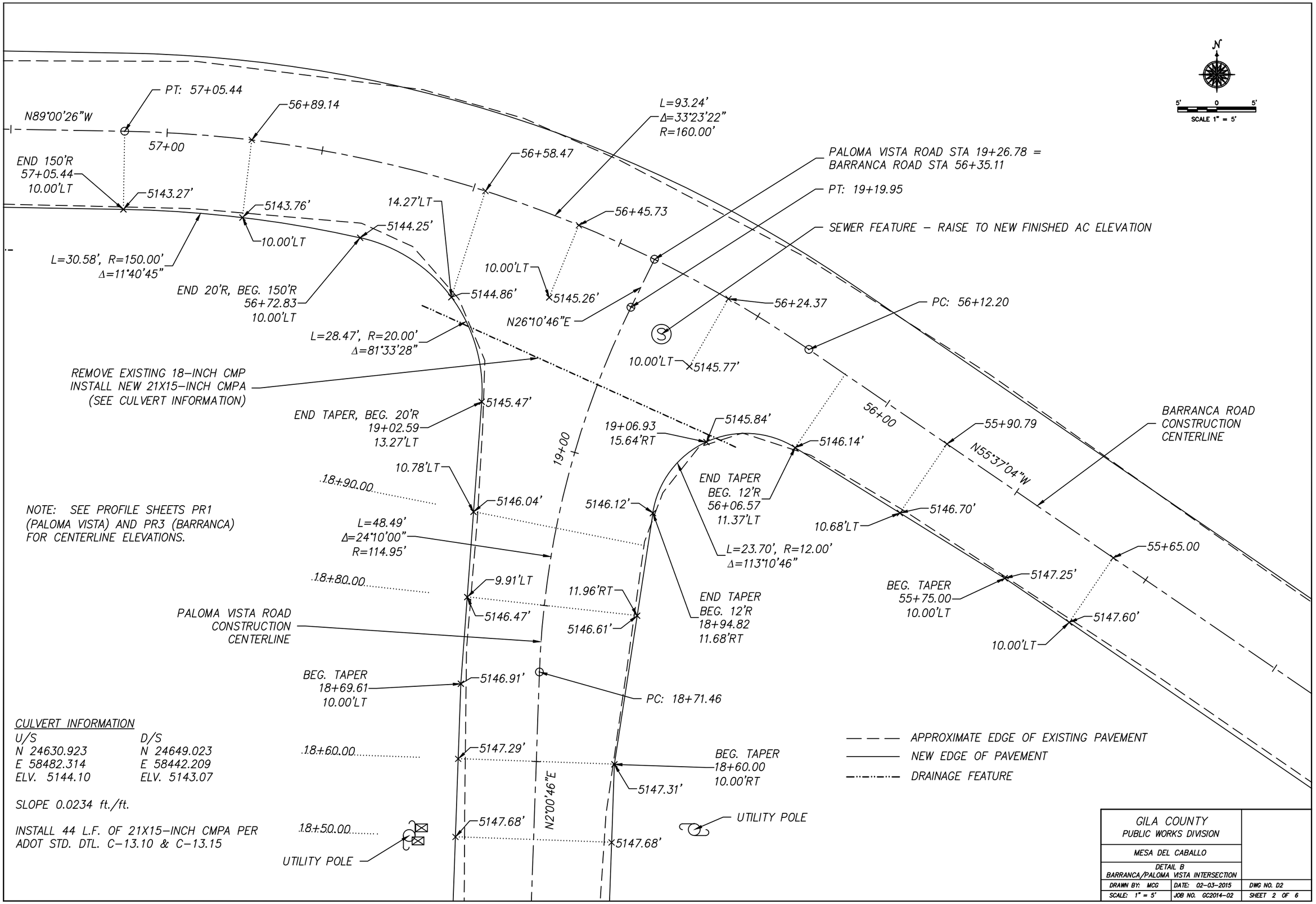
2.) SEE PROFILE SHEET PR3 (BARRANCA) FOR CENTERLINE ELEVATIONS.

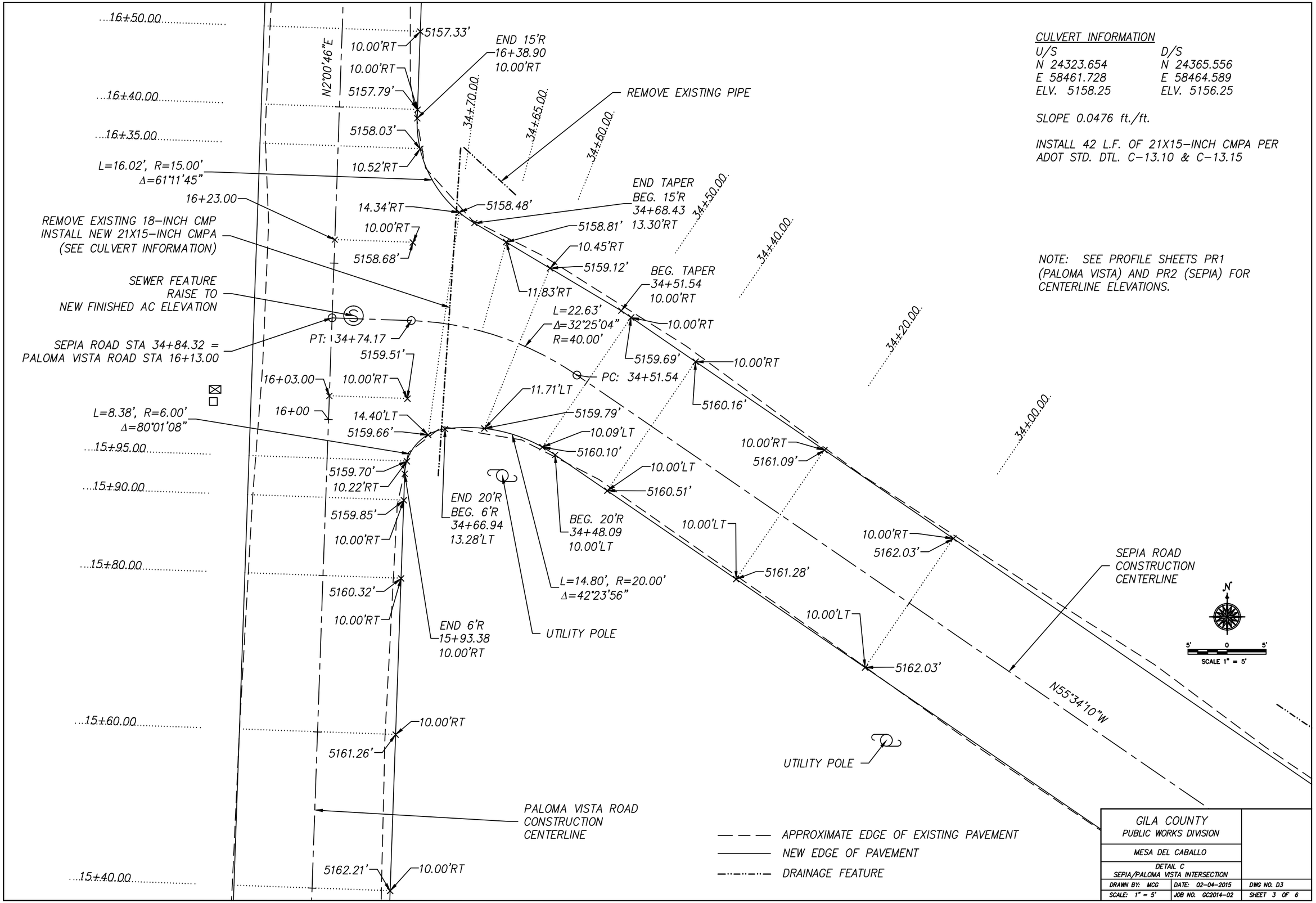
— — — APPROXIMATE EDGE OF EXISTING PAVEMENT

——— NEW EDGE OF PAVEMENT

—·—·— DRAINAGE FEATURE

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL A BARRANCA/TOYA VISTA INTERSECTION		
DRAWN BY: MCG	DATE: 02-03-2015	DWG NO. D1
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 1 OF 6


N
5' 0 5'
SCALE 1" = 5'
PT: 57+05.44
N89°00'26"W
56+89.14
57+00
END 150'R
57+05.44
10.00'LT
5143.27'
5143.76'
10.00'LT
L=30.58', R=150.00'
Δ=11°40'45"
14.27'LT
5144.25'
END 20'R, BEG. 150'R
56+72.83
10.00'LT
5144.86'
L=28.47', R=20.00'
Δ=81°33'28"
REMOVE EXISTING 18-INCH CMP
INSTALL NEW 21X15-INCH CMPA
(SEE CULVERT INFORMATION)
END TAPER, BEG. 20'R
19+02.59
13.27'LT
5145.47'
10.78'LT
18+90.00
5146.04'
L=48.49'
Δ=24°10'00"
R=114.95'
18+80.00
9.91'LT
5146.47'
PALOMA VISTA ROAD
CONSTRUCTION
CENTERLINE
BEG. TAPER
18+69.61
10.00'LT
5146.91'
18+60.00
5147.29'
N2°00'46"E
5147.68'
UTILITY POLE
19+00
56+58.47
10.00'LT
5145.26'
N26°10'46"E
56+45.73
L=93.24'
Δ=33°23'22"
R=160.00'
PALOMA VISTA ROAD STA 19+26.78 =
BARRANCA ROAD STA 56+35.11
PT: 19+19.95
SEWER FEATURE – RAISE TO NEW FINISHED AC ELEVATION
56+24.37
PC: 56+12.20
10.00'LT
5145.77'
19+06.93
15.64'RT
5145.84'
5146.14'
END TAPER
BEG. 12'R
56+06.57
11.37'LT
L=23.70', R=12.00'
Δ=113°10'46"
5146.12'
11.96'RT
5146.61'
END TAPER
BEG. 12'R
18+94.82
11.68'RT
PC: 18+71.46
BEG. TAPER
18+60.00
10.00'RT
5147.31'
5147.68'
UTILITY POLE
56+00
55+90.79
N55°37'04"W
BARRANCA ROAD
CONSTRUCTION
CENTERLINE
10.68'LT
5146.70'
55+65.00
BEG. TAPER
55+75.00
10.00'LT
5147.25'
5147.60'
10.00'LT
NOTE: SEE PROFILE SHEETS PR1
(PALOMA VISTA) AND PR3 (BARRANCA)
FOR CENTERLINE ELEVATIONS.
CULVERT INFORMATION
U/S
N 24630.923
E 58482.314
ELV. 5144.10
D/S
N 24649.023
E 58442.209
ELV. 5143.07
SLOPE 0.0234 ft./ft.
INSTALL 44 L.F. OF 21X15-INCH CMPA PER
ADOT STD. DTL. C-13.10 & C-13.15
APPROXIMATE EDGE OF EXISTING PAVEMENT
NEW EDGE OF PAVEMENT
DRAINAGE FEATURE
GILA COUNTY
PUBLIC WORKS DIVISION
MESA DEL CABALLO
DETAIL B
BARRANCA/PALOMA VISTA INTERSECTION
DRAWN BY: MCG
DATE: 02-03-2015
DWG NO. D2
SCALE: 1" = 5'
JOB NO. GC2014-02
SHEET 2 OF 6



CULVERT INFORMATION

U/S	D/S
N 24323.654	N 24365.556
E 58461.728	E 58464.589
ELV. 5158.25	ELV. 5156.25

SLOPE 0.0476 ft./ft.

INSTALL 42 L.F. OF 21X15-INCH CMPA PER ADOT STD. DTL. C-13.10 & C-13.15

NOTE: SEE PROFILE SHEETS PR1 (PALOMA VISTA) AND PR2 (SEPIA) FOR CENTERLINE ELEVATIONS.

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL C SEPIA/PALOMA VISTA INTERSECTION		
DRAWN BY: MCG	DATE: 02-04-2015	DWG NO. D3
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 3 OF 6

BARRANCA ROAD CONSTRUCTION CENTERLINE

N55°37'04"W

51+00

10'

10'

50±80.00

50±60.00

50±40.00

50±30.00

50±20.00

50±15.00

5162.26'

10.00'RT

5162.91'

10.00'RT

END TAPER
50+50.00
10.00'RT

10.00'LT

5162.26'

5163.24'

BEG. TAPER, END 15'R
50+24.96
11.45'RT

L=19.03', R=15.00'
Δ=72°40'15"

BEG. 15'R
50+11.27
22.79'RT

5164.30'

10.58'RT

11.16'RT

16.04'RT

50+10.23
22.80'RT

5163.54

5163.85

5164.12

5164.32'

UTILITY POLE

10.00'LT

5163.02'

SAW CUT LINE

5163.79'

12.60'RT

5164.23

10.00'RT

5164.21'

5164.38'

10.00'RT

50+10.10
10.00'RT

10.00'LT

5164.17'

S33°49'04"W

5164.54'

10.00'LT

5164.55'

5164.74'

END 18'R
50+28.73
10.00'LT

10.00'LT

5164.57

50+10.00

12.26'LT

5164.74'

10.00'LT

5164.93'

UTILITY POLE

BARRANCA ROAD STA 50+00.00 =
APPROXIMATE CENTERLINE OF
CABALLERO ROAD

16.35'LT

L=28.10', R=18.00'
Δ=89°26'08"

5164.83

BEG. 18'R
50+10.73
27.82'LT

5165.32'

50+09.90
10.00'LT

5165.30'

50+09.73
27.81'LT

SAW CUT LINE

APPROXIMATE
CENTERLINE OF
CABALLERO ROAD

NOTES:

1.) CONTRACTOR TO MATCH EXISTING PAVEMENT AT THE SAW CUT LINE SHOWN. EXISTING PAVEMENT ELEVATIONS ARE SHOWN AT THIS LOCATION. ALL OTHER ELEVATIONS SHOWN ARE FOR THE FINAL PAVEMENT SURFACE.

2.) SEE PROFILE SHEET PR3 (BARRANCA) FOR CENTERLINE ELEVATIONS.

- - - - - APPROXIMATE EDGE OF EXISTING PAVEMENT

——— NEW EDGE OF PAVEMENT

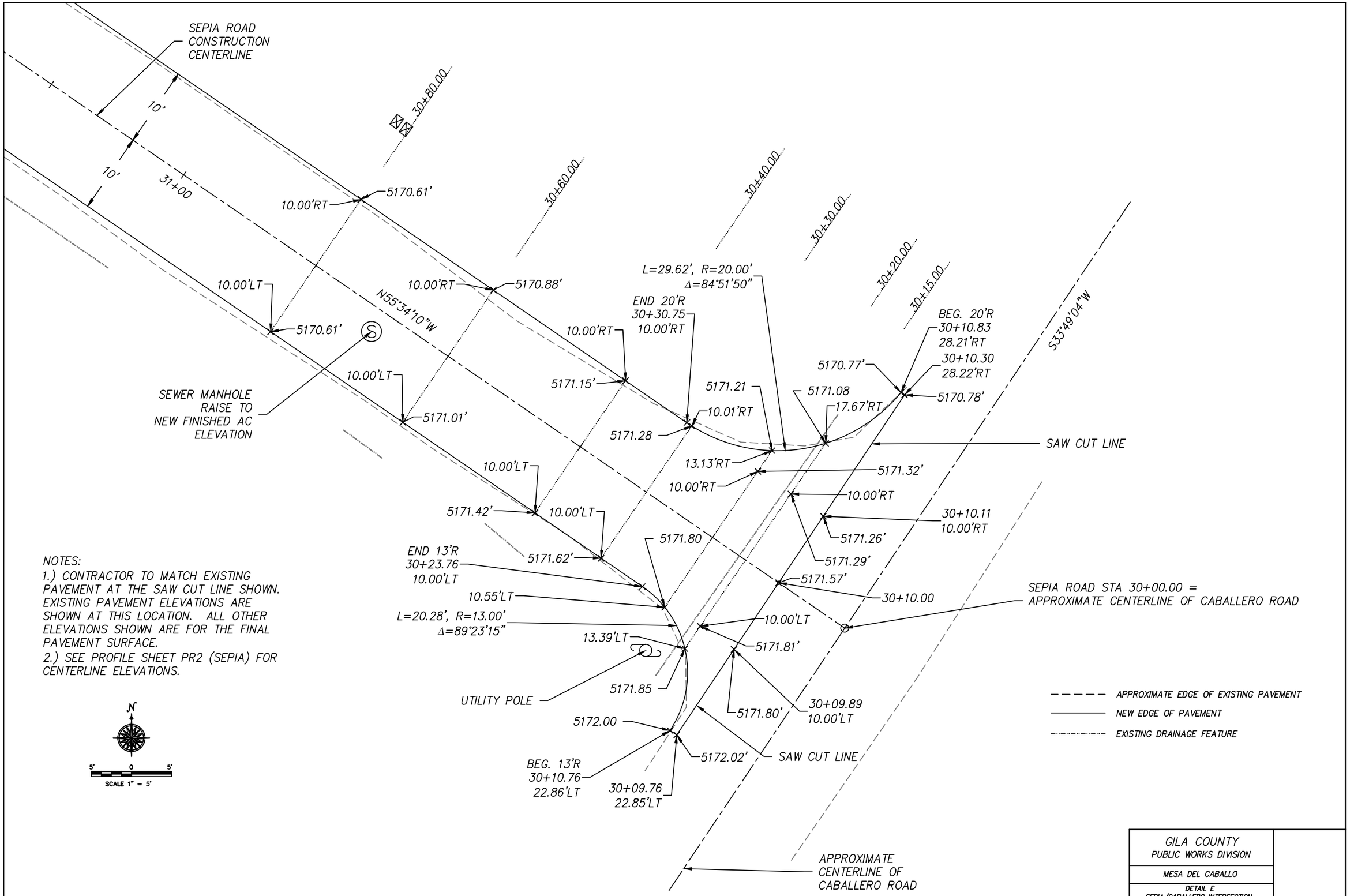
-·-·-·- EXISTING DRAINAGE FEATURE

N

5' 0 5'

SCALE 1" = 5'

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL D BARRANCA/CABALLERO INTERSECTION		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. D4
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 4 OF 6

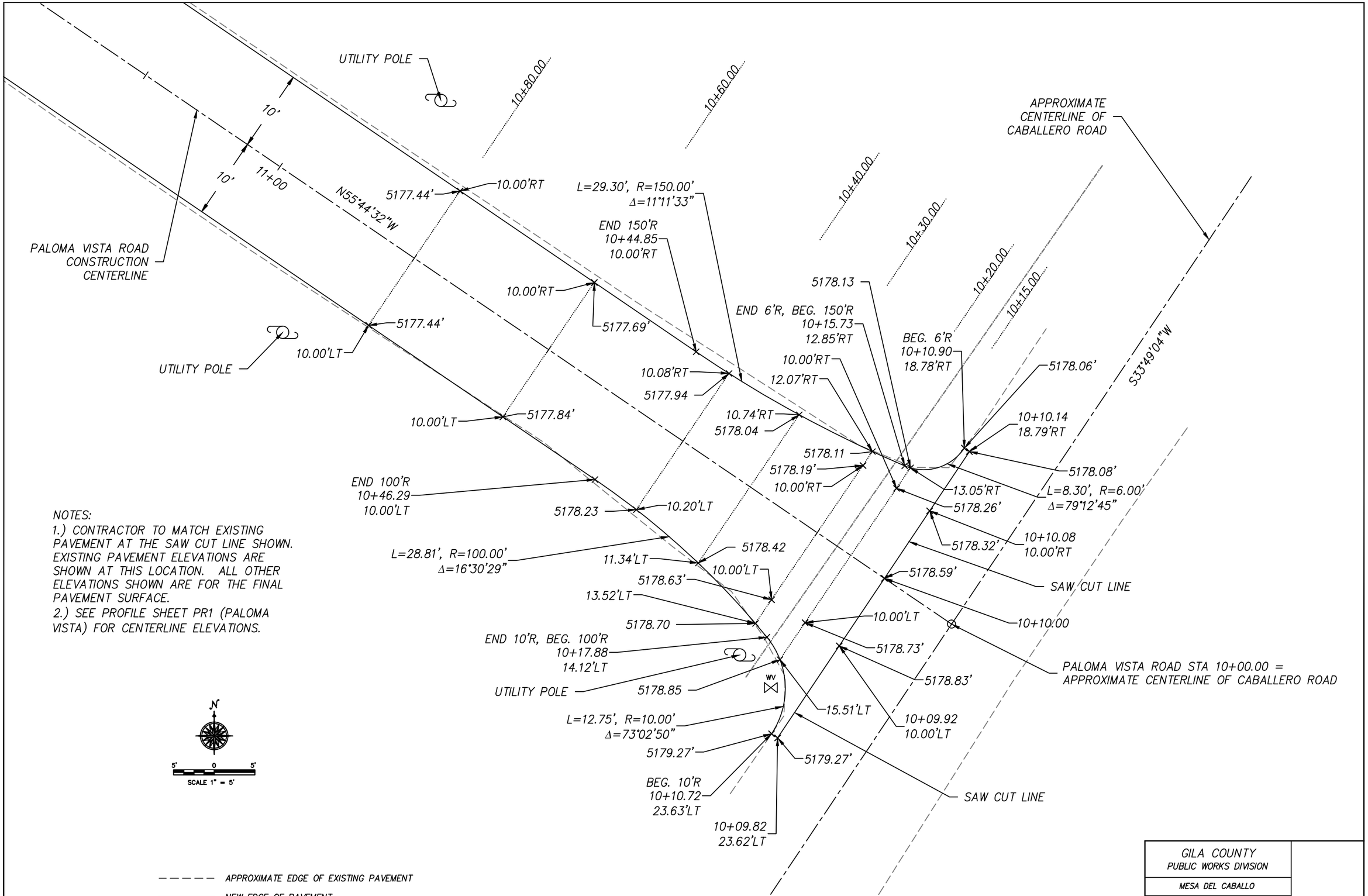


NOTES:

1.) CONTRACTOR TO MATCH EXISTING PAVEMENT AT THE SAW CUT LINE SHOWN. EXISTING PAVEMENT ELEVATIONS ARE SHOWN AT THIS LOCATION. ALL OTHER ELEVATIONS SHOWN ARE FOR THE FINAL PAVEMENT SURFACE.

2.) SEE PROFILE SHEET PR2 (SEPIA) FOR CENTERLINE ELEVATIONS.

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL E SEPIA/CABALLERO INTERSECTION		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. D5
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 5 OF 6



NOTES:

1.) CONTRACTOR TO MATCH EXISTING PAVEMENT AT THE SAW CUT LINE SHOWN. EXISTING PAVEMENT ELEVATIONS ARE SHOWN AT THIS LOCATION. ALL OTHER ELEVATIONS SHOWN ARE FOR THE FINAL PAVEMENT SURFACE.

2.) SEE PROFILE SHEET PR1 (PALOMA VISTA) FOR CENTERLINE ELEVATIONS.

— — — — — APPROXIMATE EDGE OF EXISTING PAVEMENT

———— NEW EDGE OF PAVEMENT

-·-·-·-·-·- EXISTING DRAINAGE FEATURE

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL F PALOMA VISTA/CABALLERO INTERSECTION		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. D6
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 6 OF 6

PLAN HOLDER LIST

GILA COUNTY

Due Date: 03/23/2016

Title Mesa Del Caballo Streets Improvement-Phase I

PLAN HOLDER LIST

Bid No: 011516

03-11-16 Issued Addendum No. 1

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Intermountain West	bids@imwcc.net	480-745-5456	Robert	2/18/2016	IFB	3/11/2016
Sunland Asphalt	sschmucker@sunlandasphalt.com	602-323-2800	Stacie Schmucker	2/18/2016	IFB	
Roy Haught Excavating	haughtroy@yahoo.com	928-474-2454	Debbie	2/18/2016	IFB	
Payson Concrete & Materials	pcmpsn@gmail.com	928-474-2231	Tony McDaniel	2/18/2016	IFB	
Sullivan Paving	sulpave@cableone.net	928-425-4430	Randy Sullivan	2/18/2016	IFB	
Arizona Pavement Profiling	jacks@nesbitts.com	480-966-6094	Jack Sawyer	2/18/2016	IFB	
RD Sanders Construction	rsanders@msn.com	602-920-9304	Randy Sanders	2/18/2016	IFB	
Western States Profiling	bgallimore@wspinc.net	602-809-3152	Bryan Gallimore	2/18/2016	IFB	
Midstate Asphalt Services, LLC	midstateasphalt@yahoo.com	928-978-5728	Paul Randall	2/18/2016	IFB	3/11/2016

GILA COUNTY

Due Date: 03/23/2016

Title **Mesa Del Caballo Streets Improvement-Phase I**

PLAN HOLDER LIST

Bid No: ***011516***

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
State Constructors	brpave1@hotmail.com	928-978-0440	Buddy Randall	2/18/2016	IFB	3/11/2016
Blue Book	aphillips@thebluebook.com	855-805-2560 ext 309	Anglea Phillips	2/18/2016	IFB	
Dodge Data & Analytics	Breanna.treto@construction.com	626-737-7447	Breanna Treto	2/18/2016	IFB	
Waltz Construction	jeff@waltzconstruction.com	480-759-9622	Jeff Baer	2/18/2016	IFB	
Cactus Asphalt	jabram@cactusasphalt.com	602-377-5651	Jeff Abram	2/18/2016	IFB	3/11/2016
Alliance Street Works	ed.alliance@yahoo.com	928-567-8696	Ed Riddell	2/18/2016	IFB	3/11/2016
Hatch Construction & Paving	robin@hatchmaterials.com	928-457-6564	Robin Hargrave	2/18/2016	IFB	
Regional Pavement Maintenance	justin@regionalaz.com	602-677-4870	Justin Kloszewski	2/18/2016	IFB	
NGU Contracting	ngucontracting@gmail.com	602-694-3301	Jimmy Johnson	2/18/2016	IFB	3/11/2016

PLAN HOLDER LIST

GILA COUNTY

Due Date: 03/23/2016

Title Mesa Del Caballo Streets Improvement-Phase I

PLAN HOLDER LIST

Bid No: 011516

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Mangum Civil Constructors	l.plante@mangumgroup.com	928-970-1286	Luke Plante	2/18/2016	IFB	3/11/2016
Gold Horizon Contracting	goldhorizoncontracting@gmail.com	602-413-2013	Steve Green	2/18/2016	IFB	
Dalmolin Excavating	dalmolinexc@cableone.com	928-425-2256		2/18/2016	IFB	
EW Parker Enterpises	wparkerenterprises@hotmail.com	928-978-0902	EW Parker	2/18/2016	IFB	
Stodghill Excavating	office2@stodghilltrucking.com	928-476-3554		2/18/2016	IFB	
5D Mining and Construction	dusty5d@live.com	928-200-8697	Ben Dalmolin	2/18/2016	IFB	3/11/2016
Oddonetto Construction	moddonetto@oddonetto.net	928-425-3605	Michael Oddonetto	2/18/2016	IFB	
Roy Haught Excavating	haughtroy@yahoo.com	928-474-2454	Roy Haught	2/18/2016	IFB	3/11/2016
Black Mountain Excavating	blackmountainexcavating@hotmail.com	928-474-5322	Lori	2/18/2016	IFB	

PLAN HOLDER LIST

GILA COUNTY

Due Date: 03/23/2016

Title Mesa Del Caballo Streets Improvement-Phase I

PLAN HOLDER LIST

Bid No: 011516

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Visus Engineering Construction	jkerr@visusinc.com	480-833-8268	Robert Smith	2/18/2016	IFB	3/11/2016
J4 Excavating	j4excavating@yahoo.com	928-978-8837	Estimating	2/18/2016	IFB	3/11/2016
DD Haught Construction	dd.haught@yahoo.com	928-472-8846	Hooter	2/18/2016	IFB	3/11/2016
Rodriguez Constructions	art@rodriguez-az.com	928-425-7244	Art	2/18/2016	IFB	
D J Company	djsco50@hotmail.com	928-425-0602	Daniel	2/18/2016	IFB	
Perkins Cinders	pci@citlink.net	928-537-2008	Brandon	2/18/2016	IFB	
AUI, Inc.	tiffanyt@auiinc.net	505-242-4848 ext 306	Tiffany	2/26/2016	IFB	
Construction Reporter	jane@constructionreporter.com	505-243-9793	Jane Wood	2/26/2013	IFB	
Combs Construction Company	patrick@combsaz.com	480-381-1747	Patrick Waters	3/1/2016	IFB	3/11/2016

PLAN HOLDER LIST

GILA COUNTY

Due Date: 03/23/2016

Title Mesa Del Caballo Streets Improvement-Phase I

PLAN HOLDER LIST

Bid No: *011516*

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Rummel Construction	agribler@rummelconstruction.com	480-222-9922 ext 222	Amber Gribler	3/2/2016	IFB	
NGU Contracting	john@ngucontracting.com	480-738-9758	John Johnson		IFB	3/11/2016
Ricor, Inc.	bryan@ricorinc.com	602-437-0202	Bryan Normand		IFB	3/11/2016
ACE Asphalt	harraht@aceasphalt.com	602-304-4068	Tim Harrah		IFB	3/11/2016
ABC Asphalt	erica@abcasphalt.com	602-377-1282	Dave McKelvie		IFB	3/11/2016
Tiffany Construction	jtiffany@tiffanyconst.com	928-322-4447	Boomer Schlesever		IFB	3/11/2016
Pima Paving	howie@pimapaving.com	520-404-1323	Howard Stough		IFB	3/11/2016
Meadow Valley Construction	jorci@accbuilt.com	623-330-9352	Jesus Orci		IFB	3/11/2016
					IFB	

GILA COUNTY
MESA DEL CABALLO STREETS IMPROVEMENT PROJECT – PHASE I
INVITATION FOR BID NO. 011516

ADDENDUM #1:
DATE: 03/11/2016

REVISIONS AND CLARIFICATIONS:

1. Insert "ADOT Specification Section 108.05 – Limitation of Operations" into the Specifications Section of Invitation for Bid No. 011516, as well as the Table of Contents.

2. ***QUESTION:*** Does the entire bid packet need to be submitted with the proposal?
   ANSWER: **Submittal of Pages 80-102 and the W-9 form, in triplicate, all with original signatures, will be acceptable.**

3. ***QUESTION:*** Is Contractor Quality Control required for this project?
   ANSWER: **Yes. Contractor Quality Control shall adhere to the requirements of Section 106 Control of Material. Also, certain items of work have specific requirements, such as compaction specifications for aggregate base material and asphalt concrete. The Contractor shall be responsible to provide proof of compliance of all contract specifications for such items and any other item of work as applicable. Such proof will be required for acceptance of said materials by the Owner. No method of measurement or basis of payment will be made for Control of Materials or Contractor Quality Control, the cost being considered as included in contract items. See page 61 - Section 109 Measurement and Payment-Item C.**

4. ***QUESTION:*** What taxes are applicable for this project?
   ANSWER: **Gila County does not advise contractors on tax liabilities. It is the responsibility of the Contractor to ensure that their bid price includes all applicable taxes as stated on Pages 3, 99 and 102 of the Invitation for Bid.**

5. ***QUESTION:*** Is there a separate pay item for adjustment of manholes and valve boxes?
   ANSWER: **No. See Page 10 of 102 - Existing Utility Manholes and Valve Box Adjustments.**

6. ***QUESTION:*** Where does MAG Standard Detail 201 apply?
   ANSWER: **A thickened edge is required where new pavement is placed next to existing pavement only. See Page 70 - Section 409 Asphalt Concrete (Miscellaneous Structural).**

7. ***QUESTION:*** Where can water be acquired for use on the project?
   ANSWER: **Contractor's will need to locate their own source of water for use on the project.**

8. ***QUESTION:*** There are no survey control (monuments) shown on the plans. Will those be provided?
   ANSWER: **Yes. Gila County will provide adequate survey control for the project as well as make available the CAD base file to the Contractor. This information will be provided to the successful bidder once the project is awarded.**

9. ***QUESTION:*** Does the County want the asphalt millings?
   ANSWER: **No. Contractor shall be responsible for disposal of the asphalt millings.**

10. ***QUESTION:*** When will the project be awarded?
    ANSWER: **Refer to Page 20 of 102 - Section 103-04 Award of Contract.**

11. ***QUESTION:*** Will storm water pollution prevention plans be provided by Gila County?
    ANSWER: **No. The Contractor shall be responsible for storm water pollution prevention plans, if needed for this project. See Page 61 of 102 - Section 109 Measurement and Payment – Item F.**

12. ***QUESTION:*** Was an engineer's estimate done for the project and is it available to the Contractors for viewing?
    ANSWER: **For budgetary purposes, Gila County has estimated this project at or around $200,000.00.**

ADDITIONAL INFORMATION ATTACHED:

3. Sign-In Sheets from Pre-Bid Walk Through

This concludes Addendum No. 1 to Invitation for Bid No. 011516

PREBID MEETING: 03-10-15, 10:00 A.M.
Mesa Del Caballo Streets Improvement Project-Phase I
Invitation for Bid No. 011516

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
5D mining & Const.	Dusty Escapule	[signature]	dusty5d@live.com	928-200-8697
5D Mining & Const.	John Speer	[signature]	JSPEER77@Gmail.Com	928-301-4133
Roy Haught Excavating	Paul Randall	[signature]	midstateasphalt@yahoo.com	928-978-5728
Brent Cline	Public Works Roads	[signature]	abcline@gilacountyaz.gov	928-402-8526
Gila County	Public Work Rd	[signature]		(928)-474-2553
" "	Scott Warren	[signature]	swarren@gilacountyaz.gov	928) 468-2808
GILA COUNTY	Jerry Irish	[signature]	jirish@GILACOUNTYAZ.GOV	928-402-8508
D.D. Haught Inc.	Hoote Haught	[signature]	dd.haught@Yahoo.com	928 472 8846
Roy Haught Excavating	[signature]	[signature]	HaughtRoy@yahoo.com	928-474-2454
STATE CONSTRUCTORS INC	[signature] Randal	[signature]	BRPAVE1@Hotmail.com	
Mangum civil Const	Luke Plante	[signature]	l.plante@mangumgroup.com	928 9701286
NGU CONTRACTING	JOHN JOHNSON	[signature]	john@NGUCONTRACTING.COM	480 738 9758

PREBID MEETING: 03-10-15, 10:00 A.M.
Mesa Del Caballo Streets Improvement Project-Phase I
Invitation for Bid No. 011516

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
RICOR INC	BRYAN NORMAND	[signature]	BRYAN@RICORINC.com	602 437-0202
J-4 Excavating	Sterling Thomas	[signature]	j4excavating@yahoo.com	602-525-0326
Combs Construction	Patrick Waters	[signature]	Patrick@combsaz.com	602-237-4029
ALLiance Streetworks	ED REDDELL	[signature]	ed.alliance@yahoo	928 567-8696
Ace Asphalt	Tim Harrah	[signature]	HarrahT@ACEAsphalt.com	602-304-4068
CACTUS Asphalt	Jeff Abram	[signature]	Jabram@cactusasphalt.com	602 377-5651
ABC Asphalt	Dave McKelvie	[signature]	ERICA@ABCAsphalt.com	602 377 1282
VISUS INC	JEFF KERR	[signature]	JKerr@VISUSINC.com	480-833-8268
INTERMOUNT WEST	STAN LANGHAM	[signature]	BIDS@IMWCC.net	928-595-0389
Tiffany Const	Bonnie Schlesewell	[signature]	JTIFFANY@TIFFANYCONST.com	928-322-4447
Pima Paving	Howard Stough	[signature]	Howie@PimaPaving.com	570-404.1323
Meadow Valley	Jesus Orci	[signature]	jorci@accbuilt.com	623-330-9352

BID RESULTS

GILA COUNTY

BID TITLE: Mesa Del Caballo Streets Improvement Project-Phase I

BID NO.: 011516

DUE DATE: 03-23-16/4:00 P.M.

RANKING	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
1	Alliance Streetworks	$ 149,973.72	
2	ABC Asphalt	$ 208,982.00	
3	Intermountain West	$ 209,412.00	
4	Roy Haught Excavating	$ 215,104.00	
5	Pima Paving	$ 222,907.93	
6	Ricor, Inc.	$ 322,666.00	

GILA COUNTY
REQUEST FOR INVITATION FOR BIDS

MESA DEL CABALLO STREETS IMPROVEMENT PROJECT-PHASE I

BID CALL 011516

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

COUNTY MANAGER
Don E. McDaniel Jr.

PUBLIC WORKS DIRECTOR
Steve Sanders

INVITATION FOR BIDS
BID CALL NO. 011516

Sealed bids will be received by **Gila County Procurement, in the Guerrero Conference Room, 1400 East Ash St., Globe, AZ 85501,** until **4:00 P.M. (AZ Time), Wednesday, March 23, 2016** for the **Mesa Del Caballo Streets Improvement Project-Phase I, GILA COUNTY, ARIZONA, BID NO. 011516** 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 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.**

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

There is a mandatory site walk through scheduled for 10:00 A.M. (AZ Time), Thursday, March 10, 2016. The site walk will begin at the Barranca Road location in Payson, 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 **"MESA DEL CABALLO STREETS IMPROVEMENT PROJECT-PHASE I, PAYSON, ARIZONA BID CALL NO. 011516".** All Bids shall be mailed or delivered to the **Gila County Procurement Department, Attention: Jeannie Sgroi, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501.** Gila County Engineering Services and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex.

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 the Arizona Silver Belt: **February 24, 2016** and **March 02, 2016**

Signed: _____ Date: 2 / 16 / 16
Michael A. Pastor, Chairman of the Board of Supervisors

Signed: _____ Date: 2 / 16 / 16
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. No forms shall be detached from the bid packet. The proposal must include the entire bid packet, in triplicate, and the following forms, **all with original signatures**, must accompany the bidders proposal:

   - Bid Proposal (pages 81 to 83)
   - Bid Schedule (pages 84 to 85)
   - Surety (Bid) Bond (page 86)
   - Qualification & Certification Form (pages 87 to 88)
   - Reference List (pages 89)
   - Affidavit of Non-Collusion (page 90)
   - Subcontracting Certification (page 91)
   - Check List & Addenda Acknowledgment (page 92)
   - Contract (pages 93-99)
   - Contract Performance Bond (page 100)
   - Labor and Materials Bond (page 101)
   - Contract Performance Warranty (page 102)
   - 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. 011516 – Mesa Del Caballo Street Improvements Project-Phase I"**, on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Wednesday, March 23, 2016, 4:00 P.M.** on the date specified herein, to the Gila County Procurement Department, Attention: Jeannie Sgroi, Contracts Administrator, at 1400 East Ash, Globe, Arizona 85501. **No bids will be accepted after 4:00 P.M. AZ Time, Wednesday, March 23, 2016. Bids will be opened at 4:00 P.M., Wednesday, March 23, 2016.**

4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, and to waive all or any informalities in the bids.

Notification to Bidders continued...

5. **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 is required, $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
   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** – "As Read" Bid Results will be available, when requested, once the bids have been opened, however, information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids.

8. **Mandatory Pre-Bid Walk Through**
   There is a mandatory site walk through scheduled for **10:00 A.M. (AZ Time), Thursday, March 10, 2016.** The Pre-Bid Walk Through will begin at the Barranca Road location in Payson, 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 Jeannie Sgroi, Contracts Administrator at jsgroi@gilacountyaz.gov in writing (phone: 928-402-8612, fax: 928-402-4386) submitted no later than 3:00 P.M., AZ time, on Thursday, March 17, 2016. A response will be issued to all plan holders no later than 3:00 P.M., AZ time, on Monday, March 21, 2016.

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SPECIAL PROVISIONS

FOR

MESA DEL CABALLO STREETS IMPROVEMENT PROJECT

The proposed work is located in Gila County, within the subdivision known as Mesa Del Caballo, approximately 2 miles north of the Town of Payson. The work will be performed on the following roads within the subdivision: Sepia, Paloma Vista and Barranca. The work consists of the removal of the existing pavement surface and select pipe culverts, and the installation of new pipe culverts, asphaltic concrete pavement, aggregate base course and other work as shown on the plans (see Appendix B for project plans).

SPECIFICATIONS:

The plans and these Special Provisions reference certain Standard Specifications and Standard Details developed by the Maricopa Association of Governments (MAG) and the Arizona Department of Transportation (ADOT). The following separate documents shall be used accordingly:

Arizona Department of Transportation, Standard Specifications for Road and Bridge Construction, Edition of 2008.
Arizona Department of Transportation, Construction Standard Drawings, 2012 edition.
Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, 2015 Edition.
Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, 2015 Edition.

Wherever reference in the above cited Standard Specifications is made to MAG or ADOT it shall refer to Owner as defined in Section 101-02 herein of these Special Provisions.

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.

GENERAL REQUIREMENTS:

EXISTING UTILITY MANHOLES AND VALVE BOX ADJUSTMENTS

The Contractor shall adjust all manholes and valve boxes as needed per MAG Specifications - Section 345 and MAG Details 391-1, Type C, 391-2 and 422. There shall be no separate measurement or direct payment for this work. The cost being considered as included in other contract items.

FIRE PREVENTION

If during the project, fire restrictions are implemented the contractor shall be responsible for compliance with Tonto National Forest and Gila County fire prevention measures.

CONTRACTOR'S YARD

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 the Contractors' yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of Contractors' 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 the Contractors' yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

See Section 901 Mobilization for additional information.

CONTRACT TIME

Contractor shall complete all project work within sixty (60) calendar days from the commencement date as specified on the Notice to Proceed from the County.

SECTION 101 DEFINITIONS AND TERMS:

101-01 BLANK

101-02 DEFINITIONS:

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

MAG. Maricopa Association of Governments.

ADOT. Arizona Department of Transportation

ADOT STANDARD SPECIFICATIONS. Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 2008.

ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

ASTM. The American Society for Testing and Materials.

AASHTO. The American Association of State Highway and Transportation Officials.

AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

BOARD OF SUPERVISORS. The Gila County Board of Supervisors acting under the authority of the laws of the State of Arizona.

CALENDAR DAY. Every day shown on the calendar.

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.

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.

Section 101-Definition and Terms continued...

CONSTRUCTION LIMITS. Construction limits shall be defined as that area of the public right-of-way, easement or area shown on the construction plans to be disturbed as a part of the contract for this project.

CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the Contract form; the Proposal; the Performance Bond; the Payment Bond; any required insurance certificates; the Specifications; the Plans; and any addenda issued to bidders.

CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract. All pay items on this contract will be measured in English units.

CONTRACT TIME. The number of calendar 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 days, the contract shall be completed by that date.

CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted, and for the payment of all legal debts pertaining to the work, who acts directly or through lawful agents or employees to complete the contract work.

CONTRACTOR'S ENGINEER. The Arizona Registered Professional 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.

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.

ENGINEER. See OWNER.

EQUIPMENT. All machinery, together with the necessary fuel and supplies for upkeep and maintenance including, but not limited to, all tools and apparatus necessary for the proper construction and acceptable completion of the work.

EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

Section 101-Definition and Terms continued...

INSPECTOR. An authorized representative of the Owner's Engineer assigned to make all necessary quality assurance inspections and tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's Engineer is intended; and similarly, the words, "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Owner's Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

LABORATORY. A testing laboratory as may be designated or approved by the Owner's Engineer to test construction materials and products.

LABOR AND MATERIALS BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work. Also known as Payment Bond.

MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 10 percent of the total amount of the awarded contract. All other items shall be considered minor contract items.

MATERIALS. Any substance specified for use in the construction of the contract work.

MUTCD. The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration, 2003 Edition, with current revisions.

NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

OWNER. The term Owner shall mean the contracting agency signatory to the contract being Gila County or the "County".

OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.

Section 101-Definition and Terms continued...

PAVEMENT. The combined surface, base course, and sub base course, if any, considered as a single unit.

PERFORMANCE BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

PLANS. The official drawings or exact reproductions, approved by the Owner's Engineer, which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

PROJECT. The agreed scope of work for accomplishing specific tasks.

PROPOSAL (BID, BID PROPOSAL). The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his proposal is accepted by the Owner. Also referred to as a Bid Bond.

SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

STRUCTURES. Facilities such as bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, underdrains, electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

SUBGRADE. The soil that forms the pavement foundation.

SUPERINTENDENT. The Contractor's authorized representative who is present on the work site during progress, and is authorized to receive and fulfill instructions from the Owner's Engineer, and who shall supervise and direct the construction.

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.

Section 101-Definition and Terms continued...

SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

WORK. The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

WORK DAY (WORKING DAY). A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Owners Engineer, which requires the presence of an inspector, will be considered and applied as working days.

WORK WEEK. A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday. Should the Contractor engage in work exceeding the forty (40) hour work week which requires the presence of an inspector, as determined by the Owners Engineer, the Contractor shall reimburse the County for all overtime hours.

OVERTIME HOURS. Any and all hours worked which are other than a normal work week. Contractor must give prior written notification to the Owners Engineer, for any and all overtime hours to be worked. It shall be at the Owner's discretion to provide an inspector at the worksite to ensure compliance during any and all overtime hours worked.

OVERTIME PAY. Any and all pay resulting from overtime hours worked.

OWNER'S INSPECTOR'S OVERTIME PAY. Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having received approval for overtime hours. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

SUBSTANTIAL COMPLETION. Per Section 105.19 of the ADOT Standard Specifications unless modified herein.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS:

102-01 THRU 102-03 BLANK

102-04 CONTENTS OF PROPOSAL FORMS:

The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder must include the entire bid packet.

The plans, specifications, and other documents designated in the proposal, whether attached or not to the proposal, are considered as a part of, and included with, the proposal.

102-05 ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

(a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
(b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
(c) Contractor default under previous contracts with the Owner.
(d) Unsatisfactory work on previous contracts with the Owner.

102-06 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES:

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. **Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.** It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) without in any way invalidating the unit bid prices.

102-07 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:
The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Owner's Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be made or delivered to each person having received a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

Any addenda or bulletins issued during the time of bid preparations, forming a part of the contract documents furnished to the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the contract.

102-08 PREPARATION OF PROPOSAL:
The bidder shall submit his proposal on the forms furnished by the Owner. No forms shall be detached from the bid packet. The proposal must include the entire bid packet. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. A minimum of one (1) original and two (2) copies **all with original signatures** shall be submitted.

The bidder shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

102-09 BLANK

Section 102-Bidding Requirements and Conditions continued...

102-10 IRREGULAR PROPOSALS:
Proposals shall be considered irregular for the following reasons:

(a) If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
(c) If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
(d) If the proposal contains unit prices that are obviously unbalanced.
(e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

102-11 DELIVERY OF PROPOSAL:
Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

102-12 PROPOSAL GUARANTY:
Each proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

102-13 WITHDRAWAL OR REVISION OF PROPOSALS:
A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal, provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the advertisement before the time specified for receipt of bids.

102-14 BLANK

Section 102-Bidding Requirements and Conditions continued...

102-15 PUBLIC OPENING OF PROPOSALS:
Proposals shall be opened and read publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend.

Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified shall be returned to the bidder unopened.

102-GC1 DISQUALIFICATION OF BIDDERS:
A bidder shall be considered disqualified for any of the following reasons:

(a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
(c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 102-05.
(d) Failure to submit all required official bid forms.

102-GC2 PROTESTS:
Only other bidders have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

(a) Name, address and telephone number of the protester.
(b) Signature of the protester or its representative, and evidence of authority to sign.
(c) Identification of the contract and the solicitation or contract number.
(d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
(e) The form of relief requested.

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

SECTION 103 AWARD AND EXECUTION OF CONTRACT:

103-01 CONSIDERATION OF PROPOSALS:

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words, unless obviously incorrect, shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

(a) If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 102-10.
(b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 102-GC1.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

103-02 THRU 103-03 BLANK

103-04 AWARD OF CONTRACT:

The award of contract, if it is to be awarded, shall be made within forty-five (45) calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

This contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the Owner concerning price, conformity to the specifications and other factors.

103-05 CANCELLATION OF AWARD:

The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of Section 103-GC1.

Section 103-Award and Execution of Contract continued...

103-06 RETURN OF PROPOSAL GUARANTY:
All proposal guaranties, except those of the two (2) lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of Section 103-01. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time the unsuccessful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 103-07.

103-07 REQUIREMENTS OF CONTRACT BONDS:
At the time of the execution of the contract, the successful bidder shall furnish the Owner surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. §

103-08 EXECUTION OF CONTRACT:
The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 103-07, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 107-14, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

103-GC1 APPROVAL OF CONTRACT:
Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return a fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract. **This agreement is subject to cancellation pursuant to A.R.S. §38-511.**

103-09 FAILURE TO EXECUTE CONTRACT:
Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 103-08 and furnish an acceptable surety bond or bonds within the 10 calendar day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 103-07 shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

SECTION 104 SCOPE OF WORK:

104-01 INTENT OF CONTRACT:

The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

104-02(A) ALTERATION OF WORK AND QUANTITIES:

The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner's Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than twenty-five percent (25%) (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations which do not exceed the twenty-five percent (25%) limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner's Engineer. Change order for altered work shall include extensions of contract time where, in the Owner's Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the twenty-five percent (25%) limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

104-02(B) OMITTED ITEMS:

The Owner's Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 109-05.

Section 104-Scope of Work continued...

104-02(C) EXTRA WORK:

Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called EXTRA WORK. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's Engineer's opinion, is necessary for completion of such extra work.

When determined by the Owner's Engineer to be in the Owner's best interest, he may order the Contractor to proceed with extra work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 109-04.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract, shall be covered by an agreement as hereinbefore defined as a SUPPLEMENTAL AGREEMENT.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

104-03 DISPUTE & RESOLUTION:

- **Initial Notification & Dispute of Resolution:** As required by these Specifications or any time the Contractor believes the action or decision of the County, lack of action by the County, or for some other reason will result in or necessitate the revision of the Contract, the County Engineer must be notified immediately. If within two (2) working days the identified issue has not been resolved between the Contractor and the County, the Contractor shall provide a written notice. At a minimum, the written notice shall provide a description of the nature of the issue, the time and date the problem was discovered, and if appropriate, the location of the issue. After initial written notice has been provided, the County Engineer will proceed in accordance with *MAG Uniform Standard Specifications Subsection 104.2.* In addition to proceeding in accordance with *Subsection 104.2,* the Contractor and the County must make every effort to resolve the issue identified in the initial notice. Only if the issue cannot be quickly resolved will it be necessary to proceed to the next step in accordance with *MAG Specs Subsection 110.2.2 Dispute Resolution.*

Section 104-Scope of Work continued...

- **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 104-Scope of Work continued...

104-04 MAINTENANCE OF TRAFFIC:
It is the explicit intention of the contract that the safety of all traffic, vehicular and pedestrian, as well as the Contractor's equipment and personnel, is the most important consideration.

With respect to his own operations and the operations of all his subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of all traffic, vehicular and pedestrian.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the MUTCD, unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of pedestrian and vehicular traffic as specified in this subsection.

104-05 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK:
Should the Contractor encounter any materials such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his option either:

(a) Use such material in another contract item, providing such use is approved by the Owner's Engineer and is in conformance with the contract specifications applicable to such use; or,
(b) Remove such material from the site, upon written approval of the Owner's Engineer; or,
(c) Use such material for his own temporary construction on site; or,
(d) Use such material as intended by the terms of the contract.

Section 104-Scope of Work continued...

Should the Contractor wish to exercise option (a), (b), or (c), he shall request the Owner's Engineer's approval in advance of such use. Should the Owner's Engineer approve the Contractor's request to exercise option (a), (b), or (c), the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his use of such material so used in the work or removed from the site.

Should the Owner's Engineer approve the Contractor's exercise of option (a), the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his exercise of option (a), (b), or (c).

The Contractor shall not excavate, remove, or otherwise disturb any materials, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

104-06 THRU 104-07 BLANK

104-08 PREVENTION OF AIR AND NOISE POLLUTION: Per Section 104.08 of the ADOT Standard Specifications unless modified herein.

104-09 PROTECTION OF LANDSCAPE DEFACEMENT; PROTECTION OF STREAMS, LAKES AND RESERVOIRS: Per Section 104.09 of the ADOT Standard Specifications unless modified herein.

104-10 CONTRACTOR'S RESPONSIBILITY FOR WORK:
Until the Owner's Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 105-20(A), the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

Section 104-Scope of Work continued...

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his expense.

104-11 thru 104-13 BLANK

104-14 FINAL CLEAN UP:
Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Owner's Engineer.

SECTION 105 CONTROL OF WORK:

105-01 AUTHORITY OF THE OWNER'S ENGINEER:
The Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, based upon the Contractor's Engineer's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different contractors on the project. The Owner shall review and determine, based upon the Contractor's Engineer's certifications on amounts, quality of work and materials furnished, the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under contract.

105-02 THRU 105-03 BLANK

105-04 CONFORMITY WITH PLANS AND SPECIFICATIONS:
All work and materials furnished shall be the full responsibility of the Contractor and shall be in reasonably close conformity with the lines, grades, grading section, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications, and shall be certified by the Contractor's Engineer.

Section 105-Control of Work continued...

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.

105-05 BLANK

Section 105-Control of Work continued...

105-06 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS:
The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy or conflict, the order in which they govern shall be as follows:

(A) Supplemental Agreements
(B) Special Provisions
(C) Project Plans
(D) Standard Drawings
(E) Standard Specifications

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Owner for his interpretation and decision, and such decision shall be final.

105-07 COOPERATION OF CONTRACTOR: Per Section 105.07 of the ADOT Standard Specifications unless modified herein.

105-08 COOPERATION WITH UTILITY COMPANIES: Per Section 105.08 of the ADOT Standard Specifications unless modified herein.

105-09 COOPERATION BETWEEN CONTRACTORS: Per Section 105.09 of the ADOT Standard Specifications unless modified herein.

105-10 CONSTRUCTION STAKES, LINES AND GRADES: Per Section 105.10 of the ADOT Standard Specifications unless modified herein.

105-11 AUTHORITY AND DUTIES OF INSPECTORS:
Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his representative of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner's Engineer for his decision.

105-12 INSPECTION OF WORK: Per Section 105.12 of the ADOT Standard Specifications unless modified herein.

Section 105-Control of Work continued...

105-13 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:
All work which does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Owner as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of Section 105-04.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 104-10.

No work shall be done without lines and grades having been given by the Contractor's Engineer and authorized by the Owner. Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply as soon as possible with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

105-14 LOAD RESTRICTIONS: Per Section 105.14 of the ADOT Standard Specifications unless modified herein.

105-15 MAINTENANCE DURING CONSTRUCTION:
The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

Section 105-Control of Work continued...

105-16 FAILURE TO MAINTAIN THE WORK:
Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of Section 105-15, the Owner shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance conditions. The time specified will give due consideration to the emergency that exists.

Should the Contractor fail to respond to the Owner notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the emergency that exists. Any maintenance cost incurred by the Owner shall be deducted from monies due or to become due the Contractor.

105-17 BLANK

105-18 OPENING SECTIONS OF THE WORK TO TRAFFIC:
Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his own estimate of the difficulties involved in arranging his work to permit such beneficial occupancy by the Owner as described below:

Upon completion of any portion of the work listed above, with certification of the work by the Contractor's Engineer, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 105-20(A).

No portion of the work may be opened by the Contractor for public use until ordered by the Owner's Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner's Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his expense.

The Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

105-19 BLANK

Section 105-Control of Work continued...

105-20 ACCEPTANCE:

(A) PARTIAL ACCEPTANCE:

If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, and certified to be in compliance by the Contractor's Engineer, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

(B) FINAL ACCEPTANCE:

Upon due notice from the Contractor of presumptive completion of the entire project, and certification of completion and compliance to the approved plans by the Contractor's Engineer, Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, and recertification by the Contractor's Engineer, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

105-GC1 CONSTRUCTION SCHEDULE:

Prior to commencement of the work the Contractor shall prepare and submit to the Owner for review, a written schedule covering the general sequence of the work to be performed on a 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.

Section 105-Control of Work continued...

105-GC2 NEGOTIATIONS:
It is the intent of the County to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents, is judged reasonable, and does not exceed the funds available.

(a) The County shall have the authority to negotiate with the lowest bidder to reduce the scope of the Project in the event that all responsive bids exceed the Project budget.

Bids shall be made available for public inspection by appointment only after the award has been made by the Board of Supervisors. The Board of Supervisors has the sole authority to award bids and any statement by any employee of the County is not binding on the Board.

The following criteria will be considered a part of the evaluation process:

(a) Competence and responsibility of Bidder.
(b) Qualifications and experience of Bidder.
(c) Past performance of Bidder.
(d) Conformity with bidding requirements and general considerations.
(e) Record of timely completion of punch lists on past projects.

Negotiations With Individual Contractors: Gila County Public Works Division shall establish procedures and schedules for conducting Negotiations. Disclosure of one (1) Contractor's Price or any information derived from competing Bid Prices or any information derived from competing Bids is prohibited.

(a) Any response to a request for clarification of a bid shall be in writing.
(b) The Public Works Division shall keep a record of all negotiations.

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

(a) Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and/or Contract Award.
(b) Exclusive Negotiations: A determination may be made by the Public Works Director to enter into exclusive negotiations with the responsible Contractor whose bid is determined in the selection process to be the most Advantageous to Gila County.

Section 105-Control of Work continued...

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

(a) A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful bidder.

If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest ranked Contractor without the need to repeat the formal Solicitation process.

105-21 CLAIMS FOR ADJUSTMENT AND DISPUTES:
If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Owner in writing of his intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his written claim, along with certification by the Contractor's Engineer, to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

SECTION 106 CONTROL OF MATERIAL: Per Section 106 of the ADOT Standard Specifications unless modified herein.

106.04(A) General: the fourth and fifth paragraphs of the Standard Specifications are revised to read:
The sampling, testing, and acceptance of materials shall be in accordance with the requirements of the specifications, in conjunction with the following:

- The ADOT Materials Testing Manual.
- The ADOT Materials Policy and Procedure Directives Manual.
- Applicable Federal, AASHTO, or ASTM specifications or test designations.
- Applicable specifications or test designations of other nationally recognized organizations.

Unless otherwise specified, whenever a reference is made to an Arizona Test Method or an ADOT Materials Policy and Procedure Directive, it shall mean the test method or policy and procedure directive in effect on the bid opening date.

Section 106-Control of Material continued...

106.04(C)(2) Quality Control Laboratory: the first paragraph is revised to read:
All field and laboratory sampling and testing shall be performed by a laboratory or laboratories approved by the Department. The requirements for approval of laboratories are specified in ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories". Approved laboratories, and the test methods for which they are approved to perform, are listed in the "ADOT Directory of Approved Materials Testing Laboratories". Approved test methods listed in the "ADOT Directory of Approved Materials Testing Laboratories" do not include field sampling and testing procedures. When field sampling and testing procedures are performed, the appropriate valid Arizona Technical Testing Institute (ATTI) and/or American Concrete Institute (ACI) certification(s) are required. ADOT Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories" and the "ADOT Directory of Approved Materials Testing Laboratories" may be obtained on the internet from the ADOT Materials Quality Assurance Section website.

106.04(C)(6) Weekly Quality Control Reports: of the Standard Specifications is revised to read:
The contractor shall submit Weekly Quality Control Reports to the Engineer. The weekly reports shall be complete and accurate, and shall state the types of work which have been performed during the report period. The report shall also include the process control measures taken to assure quality. The report shall provide sample identification information for materials tested during the report period, including sample number, date sampled, sample location, first and last name of person obtaining sample, and original source of material. The report shall also provide the results for all required tests and any retests, corrective actions, and other information relevant to quality control. The report shall include daily diaries for each day of testing, a weekly summary, the ADOT TRACS number, and the testing laboratory's project identification number.

Except as stated in the following paragraph, the weekly quality control report shall be prepared using standard forms provided by the Department. The standard forms are available on the Department's website at www.azdot.gov. After accessing the Department's website, select "Business", "Engineering and Construction", "Construction", "Contractors' Information", "Forms and Documents", and then "Weekly Quality Control Forms". Except for the daily diaries, all documentation and information required on the forms shall be typed. Daily diaries may be hand-written if acceptable to the Engineer. The weekly report shall be submitted to the Engineer in paper form with a transmittal letter signed by the contractor's quality control manager.

Section 106-Control of Material continued...

In lieu of using the standard weekly quality control forms available on the Department's website, the contractor or testing laboratory may prepare the weekly report using proprietary or other software, if acceptable to the Engineer, provided that all required information is included, the format is comparable to the Department's standard format, and the report is submitted in paper form with the required transmittal letter.

The report period shall end at midnight of each Friday, and the report shall be submitted to the Engineer no later than 5:00 p.m. of the following Wednesday. The Engineer will verify that the report is timely, complete and accurate.

Reports that are not submitted by the above-referenced deadline shall be considered delinquent. Reports that are submitted by the above-referenced deadline, but are not complete and accurate, shall also be considered delinquent. In either case monies shall be deducted from the contractor's monthly estimate in accordance with the requirements for Contractor Quality Control, as specified in these special provisions.

106.05 Certificates: of the Standard Specifications is revised to read:

(A) General:

The contractor shall submit to the Engineer an original or copy of either a Certificate of Compliance or a Certificate of Analysis, as required, prior to the use of any materials or manufactured assemblies for which the specifications require that such a certificate be furnished.

Certificates shall be specifically identified as either a "Certificate of Compliance" or a "Certificate of Analysis".

The Engineer may permit the use of certain materials or manufactured assemblies prior to, or without, sampling and testing if accompanied by a Certificate of Compliance or Certificate of Analysis, as herein specified. Materials or manufactured assemblies for which a certificate is furnished may be sampled and tested at any time, and, if found not in conformity with the requirements of the plans and the specifications, will be subject to rejection, whether in place or not.

Certificates of Compliance and Certificates of Analysis shall comply with the requirements specified herein, the ADOT Materials Testing Manual, and applicable ADOT Materials Policy and Procedure Directives.

Section 106-Control of Material continued...

(B) Certificate of Compliance:
A Certificate of Compliance shall be submitted on the manufacturer's or supplier's official letterhead, and shall contain the following information:

(1) The current name, address, and phone number of the manufacturer or supplier of the material.
(2) A description of the material supplied.
(3) Quantity of material represented by the certificate.
(4) Means of material identification, such as label, lot number, or marking.
(5) A statement that the material complies in all respects with the requirements of the cited specifications. Certificates shall state compliance with the cited specification, such as AASHTO M 320, ASTM C 494; or specific table or subsection of the Arizona Department of Transportation Standard Specifications or Special Provisions. Certificates may cite both, if applicable.
(6) A statement that the individual identified in item seven below has the legal authority to bind the manufacturer or the supplier of the material.
(7) The name, title, and signature of the responsible individual. The date of the signature shall also be given.

Each of the first six items specified above shall be completed prior to the signing of the certificate as defined in item seven. No certificate will be accepted that has been altered, added to, or changed in any way after the authorized signature has been affixed to the original certificate. However, notations of a clarifying nature, such as project number, contractor, or quantity shipped are acceptable, provided the basic requirements of the certificate are not affected.

A copy or facsimile reproduction of the original certificate will be acceptable; however, the original certificate shall be made available upon request.

(C) Certificate of Analysis:
A Certificate of Analysis shall include all the information required for a Certificate of Compliance and, in addition, shall include the results of all tests required by the specifications.

106.15 Domestic Materials and Products:
Steel and iron materials and products used on all projects shall comply with the current "Buy America" requirements of 23 CFR 635.410.

All manufacturing processes to produce steel and iron products used on this project shall occur in the United States. Raw materials used in manufacturing the steel and iron products may be foreign or domestic. Steel or iron not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either one-tenth of one percent of the total (final) contract cost or $2,500, whichever is greater.

Section 106-Control of Material continued...

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

The requirements specified herein shall only apply to steel and iron products permanently incorporated into the project. "Buy America" provisions do not apply to temporary steel items, such as sheet piling, temporary bridges, steel scaffolding and falsework, or to materials which remain in place at the contractor's convenience.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel or iron products incorporated in the project meet the requirements specified. Certificates of Compliance shall also certify that all manufacturing processes to produce steel or iron products, and any application of a coating to iron or steel, occurred in the United States.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

107-01 LAWS TO BE OBSERVED:

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

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

Section 107-Legal Relations and Responsibility to Public continued...

107-02 PERMITS, LICENSES, AND TAXES: Per Section 107.02 of the ADOT Standard Specifications unless modified herein.

Before the Contractor or any subcontractor begins work the Contractor must apply for and obtain a Right of Way (ROW) use permit from the Gila County Public Works Engineering Department. A ROW permit application can be obtained at either the Globe or Payson Public Works office or from the Gila County website at the following link http://www.gilacountyaz.gov/government/public_works/engineering/index.php. A traffic control plan applicable to the work being performed and in accordance with MUTCD standards must be attached to the permit application when submitted. Gila County will waive the fee for the ROW permit.

107-03 PATENTED DEVICES, MATERIALS, AND PROCESSES: Per Section 107.03 of the ADOT Standard Specifications unless modified herein.

107-04 THRU 107-06 BLANK

107-07 SANITARY, HEALTH, AND SAFETY PROVISIONS:
The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction. Contractor is responsible for supplying toilet and hand washing facilities at work site.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in A.R.S. §23-410.

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement.

Contractor Safety Tailgate Meetings: Contractor shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.

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.

Section 107-Legal Relations and Responsibility to Public continued...

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.

107-08 PUBLIC CONVENIENCE AND SAFETY:
The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

Before the Contractor or any subcontractor begins work on the project they must read the Gila County Public Works Division Safety & Loss Control booklet and sign an acknowledgement form. All work shall be performed by Federal OSHA Standards.

The Contractor shall maintain the free and unobstructed movement of vehicular traffic with respect to his own operations and those of his subcontractor and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 104-04 hereinbefore specified.

107-09 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS:
The Contractor shall furnish, erect and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the MUTCD.

The Contractor shall furnish and erect all barricades, warning signs and markings for hazards prior to commencing work which required such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner's Engineer.

107-10 BLANK

107-11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE: Per Section 107.11 of the ADOT Standard Specifications unless modified herein.

107-12 BLANK

Section 107-Legal Relations and Responsibility to Public continued...

107-13 RESPONSIBILITY FOR DAMAGE CLAIMS:

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Gila County and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including the loss of use resulting thereon, caused by any act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for whose acts they may be liable. The amount and type of insurance coverage requirements set forth in the Contract shall in no way be construed as limiting the scope of this indemnity.

107-14 CONTRACTOR'S INSURANCE:

Prior to the execution of the contract, the Contractor shall file with the Owner's Engineer a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner's Engineer. The certificate of insurance shall state that, with respect to the contract awarded the Contractor; the Contractor carries insurance in accordance with the requirements of this subsection.

On all policies Gila County shall be named as an additional insured.

INDEMNIFICATION CLAUSE:

The Contractor agrees to indemnify, defend, save and hold harmless the County of Gila, its officers, officials, agents, and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, (hereinafter referred to as Indemnitee), from and against any and all suits and claims, (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") and cost of litigation, liabilities, actions, loss, damage, losses or 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.

Section 107-Legal Relations and Responsibility to Public continued...

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".**

Section 107-Legal Relations and Responsibility to Public continued...

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 **(County of Gila, Finance Department, Attention Jeannie Sgroi, 1400 E. Ash Street, Globe, AZ 85501)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers 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 Lessee from potential insurer insolvency.

Section 107-Legal Relations and Responsibility to Public continued...

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 **(County Department Representative's Name and Address)**. 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 coverages for subcontractors shall be subject to the minimum requirements identified above.

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

107-GC1 THIRD PARTY BENEFICIARY CLAUSE:
It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

Section 107-Legal Relations and Responsibility to Public continued...

107-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(A) General:

The contractor's attention is directed to the requirements of Arizona Revised Statutes Section 40-360.21 through 40-360.29 requiring all parties excavating in public streets, alleys or utility easements to first secure the location of all underground facilities in the vicinity of the excavation.

The contractor shall contact the owners of the various utilities prior to the start of construction and shall obtain from them any information pertaining to existing utilities that will either supplement information shown on the project plans or will correct any such information that may be incorrect. The contractor shall furnish the Engineer with evidence that the contractor has contacted the utility companies. Such evidence shall be submitted at the preconstruction conference, and shall include a copy of the information received from each utility as a result of such contacts.

If the contractor learns from either the owner of the utility or from any other source of the existence and location of properties of railway, telegraph, telephone, fiber optics cable, water, sewer, septic tanks or systems, electric, gas and cable television companies either omitted from or shown incorrectly on the project plans, the contractor shall immediately notify the Engineer and shall not disturb the utilities. Relocation or adjustment of such utilities, if deemed necessary, will be either performed by others or shall be performed by the contractor in accordance with the provisions of Subsection 104-02(C).

The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum and that services rendered by these parties will not be unnecessarily interrupted.

Temporary or permanent relocation or adjustment of any utility line or service connection desired by the contractor for its convenience shall be its responsibility. The contractor shall obtain the approval of both the Engineer and the utility company and upon approval shall make all necessary arrangements with the utility company and shall bear all costs in connection with such relocation or adjustment. The contractor shall also submit a Sewer Discharge Prevention Plan, as specified in Subsection 107-15(C)(1), describing each anticipated relocation or adjustment involving existing sanitary sewer lines. No work on a particular facility shall begin until all approvals for that facility have been received.

Section 107-Legal Relations and Responsibility to Public continued...

(B) Contractor Qualifications for Water and Sewer Lines:
Breakage of active sanitary sewer lines may result in the potential spread of disease, contamination of the site and any adjacent bodies of water, and other hazards to the public. Substantial cleanup costs may be associated with such breakage, as well as possible major civil or criminal penalties. Therefore, the Engineer will closely consider the qualifications of any personnel proposed by the contractor to oversee or perform work involving active sanitary sewer lines. The contractor shall not assume that the personnel assigned to perform such work will be acceptable to the Department merely because they meet the experience requirements listed herein.

The contractor, or the subcontracting firm assigned to perform the water and sewer work, shall have a minimum of five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements.

In addition, the key personnel assigned by the contractor to perform any work on water or sewer lines, whether from the prime contractor or a subcontracting firm, shall also have at least five years of experience in the installation and construction of underground large diameter (18-inch or above) water and sewer improvements. A minimum of two such people shall be designated by the contractor. The designated personnel may have the title of foreman or superintendent; however, at least one of these people shall be present at all times at the location of any work being performed at or near an active sanitary sewer line.

For both the firm and the key personnel, the experience shall include working with and around water and sewer utility lines that are in service. The contractor shall submit the following documentation to the Engineer for review and approval:

(1) A list indicating that the designated key project personnel have at least five years of applicable experience, as specified above. The list shall be accompanied with resumes for each of the key people. The resumes shall include the following information, and demonstrate compliance with the specified requirements:

(a) Detailed relevant experience for a minimum of two projects, including project description, date of work, actual work performed by the individual, and references (a minimum of one for each project).

(b) Level of applicable formal training.

(c) Number of years of relevant experience in performing like construction.

Section 107-Legal Relations and Responsibility to Public continued...

(2) A list of water and sewer construction projects completed by the firm performing the water or sewer work, as specified above, indicating a minimum of five years of applicable experience. Include the dates of work, type of work, description of the project, amount of work performed by the contractor/subcontractor, and the name and phone number of a contact with the owning company or agency for which the work was completed.

(3) List of equipment that will be used for this project. The list shall include, as a minimum, equipment type, date of manufacture, and if contractor-owned or rented.

(4) A list of all violations and citations in the past five years of applicable water and wastewater laws and statutes for both the prime contractor and the subcontractor responsible for the utility work.

The contractor shall submit this documentation to the Engineer for approval at least 21 calendar days prior to any anticipated work involving active sanitary sewer lines, whether new or existing.

(C) Protection of Existing Utility Lines:
At points where the contractor's operations are adjacent to right-of-way properties or easements for railway, telegraph, telephone, water, sewer, electric, gas and cable television companies, hereinafter referred to as utilities, or are adjacent to other facilities and property, damage to which might result in considerable expense, loss, inconvenience, injury or death, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The exact locations and depths of all utilities that are underground or the location of those on or near the surface of the ground which are not readily visible shall be determined. Such locations shall be marked in such a manner so that all workmen or equipment operators will be thoroughly apprised of their existence and location. It will be the contractor's responsibility to see that every effort possible has been made to acquaint those actually involved in working near utilities not only with the type, size, location and depth, but with the consequences that might follow any disturbance. No trenching or similar operation shall be commenced until the Engineer is satisfied that every possible effort has been taken by the contractor to protect utilities.

The contractor shall coordinate with others working near new or existing sewer lines or other utilities on the procedures to be followed to prevent damaging of these utilities.

Section 107-Legal Relations and Responsibility to Public continued...

(1) Sewage Discharge Prevention Plan (SDPP):
For any work which may impact active sanitary sewer pipes, whether new or existing, the contractor shall prepare a Sewage Discharge Prevention Plan (SDPP) which shall describe the contractor's procedures and work plan for such lines. The Sewage Discharge Prevention Plan shall also describe the precautions that the contractor shall take to prevent unplanned breakage or spills, and the procedure which the contractor shall follow if breakage or a spill occurs.

The contractor's method of work described in the SDPP shall ensure that any work done in or near any active sewer line is performed in a safe and controlled manner resulting in no accidental discharges. As a minimum, the contractor's equipment and procedures shall be appropriate for the intended work, and shall conform to standard industry practices.

The SDPP shall include information, as specified below, for all portions of the project which involve the following work activities, and for any other element of work which may involve contact with an active sanitary sewer line:

- Interrupt, divert, relocate, plug, or abandon a sewer line or service connection, or
- Brace, or tie into a sewer line or service connection.

Construction activities in the vicinity of active sanitary sewer lines or service connections shall also be included in the SDPP if any of the following conditions exist:

(1) Any work crossing beneath the pipe, at any angle, regardless of vertical separation.

(2) Any work crossing over the pipe, at any angle, within two feet of the top of pipe.

(3) Work located parallel to the pipe within the following areas:

(a) For the area from the bottom of the pipe to two feet above the top of the pipe, any work within two feet horizontally of the pipe wall.

(b) For the area below the bottom of the pipe, any work located below an imaginary line beginning at the pipe spring line and progressing downward at a slope of 1.5 feet vertically to 1.0 feet horizontally.

The contractor's Sewage Discharge Prevention Plan shall address each of the items tabulated below, as applicable, for every location where construction activity will involve an active sanitary sewer line.

Section 107-Legal Relations and Responsibility to Public continued...

(2) Required Elements of the Sewage Discharge Prevention Plan:
The following elements shall be addressed in the SDPP:

(a) Describe the proposed work in general, including the reasons for the work, scope, objectives, locations, dates, and estimated times the work will be conducted. Include project plan sheets detailing the proposed work, and indicating the peak flowrates of active sewer lines, determined as specified.

(b) For all existing sanitary sewer pipes, determine whether the lines are active or abandoned, and the peak flowrates of lines in service, as provided by the owner of the utility.

(c) List the key personnel (crew foreman, superintendent, and manager) and field office that are proposed to perform the work (include phone numbers).

(d) Describe the work in step-by-step detail for each location, including excavation plans and how both the new and existing structures and utilities will be identified and protected.

(e) Provide a detailed listing of any hardware, fittings, pipe plugs, flex couplings, tools, and materials needed to accomplish the work, and note the status of these items (on-hand, to-be-fabricated, on-order with expected delivery date, etc.). Include any manufacturer's specifications or recommendations, especially for any pipe plugs, sewer line fittings, and patching materials.

(f) List all major equipment to be used to perform the work. Include in this item any pumps that will be used to perform the work and the rated capacity of the pumps at the anticipated suction head.

(g) List all equipment to be used in the event of an unplanned release and specify how the equipment will be used. The locations of standby pumps shall be specified in this item. The plan shall indicate that all standby equipment to be used in the event of an unplanned discharge can be delivered to the site and put into service within two hours of identification of any unplanned flow.

(h) List the safety equipment to be used, and describe any unique safety procedures. Cite the applicable OSHA standards covering the work.

(i) Describe any contingency plans the contractor will implement in the event of unplanned releases and/or damage to existing facilities. List all personnel and subcontractors that will be responsible for responding to unplanned releases or damaged lines. Provide qualifications for all such personnel and subcontractors, including education, formal training, and relevant experience.

Section 107-Legal Relations and Responsibility to Public continued...

(j) Describe how the public will be protected during the work, and include or cite any applicable traffic control plans.

(k) Describe the quality control procedures that will be used in the field.

(l) Discuss how temporary plugs or flow control devices will be secured, monitored, and removed.

The SDPP shall be in written form, and shall include any diagrams or sketches necessary for clarity. When possible, diagrams and sketches should be shown using the applicable project plan sheets.

The contractor shall modify the SDPP as necessary throughout the project to include any new or revised information relevant to the items listed above. The contractor shall resubmit the revised SDPP to the Engineer for approval in each case.

(3) Sewage Discharge Prevention Plan Approval:
The SDPP shall be submitted to the Engineer at least 21 calendar days before any work involving an active sewer line is to be done. The Engineer will review the plan, solicit comments from the owner/operator of the sewer line, and return the plan to the contractor within 14 calendar days from original submittal.

No work involving active sanitary sewer lines shall be done until a final SDPP meeting all the requirements specified in Subsection 107-15(C)(2) has been approved by the Engineer.

Approval of the contractor's Sewage Discharge Prevention Plans, personnel, or construction methods and operation shall not relieve the contractor from its responsibility to safely perform the work included in this contract, nor from its liability for damage resulting, either directly or indirectly, from its work performed under this contract.

(D) Service Connections:

(1) General:
In the event of interruption to water, sewer, or utility services as a result of accidental breakage or as a result of lines being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. When service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

Section 107-Legal Relations and Responsibility to Public continued...

(2) Unidentified Water and Sewer Connections:
The contractor shall protect unidentified, undamaged water or sewer service connections encountered during excavation. The contractor shall immediately notify the Engineer when an unidentified service connection is encountered.

The contractor shall immediately repair unidentified water or sewer service connections that are damaged during excavation. Any damaged service connections shall be reported to the Engineer, including all remedial actions taken.

(E) Repairing Damaged Lines:
When the operations of the contractor result in damage to any utility line or service connection, the location of which has been brought to the contractor's attention, the contractor shall assume full responsibility for such damage.

Should an unplanned breakage occur in an active sewer line as a result of the contractor's operations, the contractor shall immediately notify the Engineer, and begin repairs to halt any flows and restore normal service, in accordance with the procedures described in the approved Sewage Discharge Prevention Plan. The contractor shall also immediately notify the affected utility company and the appropriate regulatory agencies. The contractor shall be responsible for repairing the damaged pipe, restoring any interruptions in service, and cleaning up the affected areas within 24 hours of the beginning of the spill. Sewage discharge damage assessments, as specified in Subsection 107-15(F), will be charged to the contractor for any unplanned breakage which results in a discharge.

The contractor shall be responsible to repair any breakage, in accordance with requirements of the broken line's owner/operator, and clean up the site per applicable codes and regulations of the Environmental Protection Agency, OSHA, Arizona Department of Environmental Quality (ADEQ), and all other agencies' specifications, at no additional cost to the Department.

(F) Sewage Discharge Damage Assessments:
The Department will assess liquidated damages in accordance with the Table 1 below for each 24-hour period, or portion thereof, for each unplanned breakage that occurs in an active sanitary sewer line as a result of the contractor's operation. The rate of liquidated damages assessed is based on the type and quantity of effluent discharged as determined by the Engineer.

These liquidated damages do not relieve the contractor from any of its responsibilities under the contract, including any liquidated damages that may be assessed under Subsection 108.09 for late completion of the project.

Section 107-Legal Relations and Responsibility to Public continued...

Liquidated damages assessed by the Department will be independent of any penalties imposed by others.

The contractor acknowledges that Regulatory agencies may assess or impose civil or criminal penalties on the contractor resulting from sewer discharges.

The Department will not be responsible for any civil or criminal penalties, fines, damages, or other charges imposed on the contractor by any regulatory agency or court for sewage discharges that are a result, directly or indirectly, of the contractor's work performed under this contract.

Table 1		
Liquidated Damages (each 24 hour period, or portion thereof)		
Volume of Discharge	Raw Sewage or Industrial Wastewater	Treated Effluent
Less than 10,000 gallons	$5,000.00	$1,000.00
10,000-99,999 gallons	$10,000.00	$2,000.00
100,000-1 million gallons	$25,000.00	$3,000.00
Greater than 1 million gallons	$40,000.00	$5,000.00

Liquidated damages shall be assessed for each 24 hour period, or portion thereof, until the contractor has completed all of the following tasks:

(A) Stopped the discharge.

(B) Repaired the damaged pipe.

(C) Restored normal service.

(D) Fully cleaned and disinfected the site to the satisfaction of the Engineer.

Section 107-Legal Relations and Responsibility to Public continued...

REDUCTION OF LIQUIDATED DAMAGES: Upon completion of tasks A, B, and C above, and prior to completion of Task D, the liquidated damages assessed for the current 24-hour period shall be at the rate shown in Table 1. However, for each subsequent 24-hour period, the assessment will be one half of the rate shown in Table 1.

Damages will continue at the reduced rate until the site has been fully cleaned and disinfected to the satisfaction of the Engineer.

As an example, the amounts assessed each 24-hour period for an unplanned discharge of 20,000 gallons of raw sewage, in which the contractor completes tasks A, B, and C within the second 24-hour period but does not complete full cleanup until the third 24-hour period, will be as follows:

First 24-hour period: $10,000.00

Second 24-hour period: $10,000.00

Third 24-hour period: $5,000.00

For this example, the total liquidated damage assessment will be $25,000.00 ($10,000 + $10,000 + $5,000).

107-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner's Engineer, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

107-17 NO WAIVER OF LEGAL RIGHTS:

Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

SECTION 108 PROSECUTION AND PROGRESS:

108-01 SUBLETTING OF CONTRACT:

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner's Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, bidding schedule, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner's Engineer.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner's Engineer

Section 108-Prosecution and Progress continued...

108-02 NOTICE TO PROCEED:
The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) calendar days of the date set by the Owner's Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Owner's Engineer at least two (2) work days in advance of the time actual construction operations will begin.

108-03 BLANK

108-04 PROSECUTION AND PROGRESS:
The Contractor shall submit his progress schedule for the Owner's Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Owner's Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner's Engineer at least twenty-four (24) hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

108-05 BLANK

108-06 CHARACTER OF WORKERS: Per Section 108.06 of the ADOT Standard Specifications unless modified herein.

108-07 METHODS AND EQUIPMENT: Per Section 108.07 of the ADOT Standard Specifications unless modified herein.

108-GC1 TEMPORARY SUSPENSION OF THE WORK:
The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

Section 108-Prosecution and Progress continued...

In the event that the Contractor is ordered by the Owner's Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

108-08 DETERMINATION AND EXTENSION OF CONTRACT TIME:
The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

(a) CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK (104-02(C)).

Section 108-Prosecution and Progress continued...

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 105-20(B).

(5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 102-06.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

(b) CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

Section 108-Prosecution and Progress continued...

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

(c) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner's Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner's Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

108-09 FAILURE TO COMPLETE ON TIME:

For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 108-08 the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

Section 108-Prosecution and Progress continued...

108-10 DEFAULT AND TERMINATION OF CONTRACT:
The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

(a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (108-02)"; or
(b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
(c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
(d) Discontinues the prosecution of the work; or
(e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
(f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
(g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
(h) Makes an assignment for the benefit of creditors; or
(i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner's Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner's Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

Section 108-Prosecution and Progress continued...

108-GC2 TERMINATION OF CONTRACT FOR NATIONAL EMERGENCIES:
The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner's Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

SECTION 109 MEASUREMENT AND PAYMENT:
Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

Section 109-Measurement and Payment continued...

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
B. Removal, salvage and/or re-installation of existing fence lines.
C. Sampling, testing, certification, and other quality control actions.
D. Disposal of surplus, waste or non-salvageable materials.
E. Grading of drainage ditches and drainage excavation not called out on the plans.
F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Owner's Engineer shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

109-01 MEASUREMENT OF QUANTITIES: Per Section 109.01 of the ADOT Standard Specifications unless modified herein.

Section 109-Measurement and Payment continued...

109-02 SCOPE OF PAYMENT:
The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 107-17.

When the "basis of payment" subsection of a specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

109-03 COMPENSATION FOR ALTERED QUANTITIES:
When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

109-04 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK:
Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 104-02(C), will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work requiring that it be done by force account, such force account shall be measured and paid for as follows:

(a) 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.

Section 109-Measurement and Payment continued...

(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.

Section 109-Measurement and Payment continued...

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

109-05 PAYMENT FOR OMITTED ITEMS:

As specified in the subsection titled OMITTED ITEMS of Section 104-02(B), the Owner's Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Owner's Engineer omit to order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Owner's Engineer's order to omit or non-perform such contract item.

Acceptable materials ordered by the contract or delivered on the work prior to the date of the Owner's Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

109-06 THRU 109-08 BLANK

Section 109-Measurement and Payment continued...

109-09 ACCEPTANCE AND FINAL PAYMENT:
When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 105-20(B), the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 105-21.

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 105-21 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SECTION 201 CLEARING AND GRUBBING:
Clearing and Grubbing shall be in accordance with Section 201 of the ADOT Standard Specifications unless modified herein.

201-3.02 Removal and Disposal of Materials: the second and third paragraphs of the Standard Specifications are revised to read:

In the disposal of all tree trunks, stumps, brush, limbs, roots, vegetation and other debris, the contractor shall comply with the requirements of Title 49, Chapter 3, of the Arizona Revised Statutes, and with the Rules and Regulations for Air Pollution Control, Title 18, Chapter 2, Article 6, adopted by the Arizona Department of Environmental Quality pursuant to the authority granted by the Arizona Administrative Code.

Section 201-Clearing and Grubbing continued...

Burning will be permitted only after the contractor has obtained a permit from the Arizona Department of Environmental Quality and from any other Federal, State, County or City Agency that may be involved.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:
Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

202-5 Basis of Payment: the first paragraph of the Standard Specifications is revised to read: Payment for the accepted quantities of removal of structures and obstructions will be made by lump sum or by specific removal items or by a combination of both. Payment for removal of structures and obstructions not listed in the bidding schedule, but necessary to perform the construction operations designated on the project plans or specified in the Special Provisions shall be considered as included in the prices of contract items.

When saw cutting is not included as a contract pay item, full compensation for any saw cutting necessary to perform the construction operations designated on the plans shall be considered as included in the price of contract items.

SECTION 205 GRADING ROADWAY FOR PAVEMENT:
Grading roadway for pavement shall be in accordance with Section 205 of the ADOT Standard Specifications unless modified herein.

SECTION 207 DUST PALLIATIVE:
207-1 Description:
The work under this section shall consist of applying all water required for the control of dust as considered necessary for the safety and convenience of the traveling public, and for the reduction of the dust nuisance to adjacent property.

207-2 BLANK

Section 207-Dust Palliative continued...

207-3 Construction Requirements:
The use of pressure pumps and spray bars on all sprinkling equipment used for the application of dust palliative will be required. The use of gravity flow spray bars and splash plates will not be permitted.

Water applied for dust control shall be as approved or directed by the Engineer. The contractor shall provide appropriate equipment for effective control of dust.

207-4 Method of Measurement and Basis of Payment:
No measurement will be made for application of dust palliative, including furnishing water and all necessary equipment and labor, the cost being considered as included in contract items.

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:
Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

SECTION 403 ASPHALTIC CONCRETE HOT PLANT REQUIREMENTS:
Asphaltic Concrete Hot Plant Requirements shall be in accordance with Section 403 of the ADOT Standard Specifications unless modified herein.

403-2 Requirements: the third paragraph of the Standard Specifications is revised to read:
The mineral admixture shall be added and thoroughly mixed with the mineral aggregate by means of a mechanical mixing device prior to the mineral aggregate and mineral admixture entering the dryer. For all asphaltic concrete mixes except ACFC (Specification Sections 407 and 411) and AR-ACFC (Specification Section 414), the moisture content of the combined mineral aggregate shall be a minimum of three percent by weight of the aggregate during the mixing process.

Section 403-Aphaltic Concrete Hot Plant Requirements continued...

403-2 Requirements: the twelfth paragraph of the Standard Specifications is revised to read:
The contractor shall provide daily documentation of the weight and proportion of each individual component (mineral aggregate, mineral admixture, and bituminous material) incorporated into the mix. In addition, when reclaimed asphaltic pavement (RAP) is used, the contractor shall provide daily documentation of the weight, determined by a belt scale, and proportion of material from each individual RAP stockpile incorporated into the mix. The percent moisture content of the RAP material from each stockpile shall also be determined and provided daily by the contractor.

When Warm Mix Asphalt (WMA) technologies are used, the contractor shall provide the percent of water (for WMA water foaming processes) and/or the percent of WMA additive incorporated in the mix. The percent of each WMA technology shall be reported either by weight of total mix or by weight of total binder.

When incorporating WMA technologies, the hot plant shall be modified as required by the WMA technology manufacturer to introduce the WMA technology. Plant modifications may include additional plant instrumentation, the installation of asphalt binder foaming systems and/or WMA additive delivery systems, adjusting the plant burner and/or the mixing drum flights in order to operate at lower production temperatures, and/or reducing the production rate of WMA.

SECTION 404 BITUMINOUS TREATMENTS:
Bituminous Treatments shall be in accordance with Section 404 of the ADOT Standard Specifications unless modified herein.

404-3.12 Tack Coat: of the Standard Specifications is revised to read:
Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between layers of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The bituminous material used for tack coat shall conform to the requirements of Section 1005.

The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Section 404-Bituminous Treatments continued...

Type of Bituminous Material	Approximate Tack Coat Application Rates: Gallons / Square Yard		Payment Factor
	Prior to Placing ACFC or AR-ACFC	All Other Tack Coats	
Emulsified Asphalt (Special Type) – See Note Below.	Not Allowed	0.12	0.7
Emulsified Asphalt (Other than Special Type)	0.08	0.08	1.0
Asphalt Cement	0.06 to 0.08	0.06 to 0.08	1.0
Note: Emulsified Asphalt (Special Type) shall consist of Type SS-1 or CSS-1 emulsified asphalt diluted with water to provide an asphalt content of not less than 26 percent.			

If emulsified asphalt of any type is used, it shall have broken before the bituminous mixture is placed.

If emulsified asphalt of any type is held overnight, it shall be reheated and agitated prior to further application.

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete (asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):
Asphaltic Concrete Pavement shall be in accordance with Section 409 of the ADOT Standard Specifications except as modified herein.

Where new pavement matches existing pavement a thickened edge will be required per MAG Standard Detail 201, Type A (Detail dated 01-01-2014). The cost of constructing each thickened edge shall be considered included in the cost of Bidding Item No. 409.

409-1 Description: of the Standard Specifications is revised to read:
The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the details shown on the project plans and the requirements of these specifications, and as directed by the Engineer.

The contractor shall acquire and make all arrangements for a source or sources of material, furnish a mix design which will meet the design criteria specified hereinafter, and provide all the equipment, materials, and labor necessary to complete the work.

409-2 Materials: of the Standard Specifications is modified to add:
The bidding schedule quantity of asphaltic concrete is based on an estimated unit weight of **145** pounds per cubic foot.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:
Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be **PG 64-22**.

409-2.03 Mineral Admixture: the last paragraph of the Standard Specifications is revised to read:
The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

409-2.04 Mix Design: the third and fourth paragraphs of the Standard Specifications are revised to read:
The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

The mix design shall be prepared by a mix design laboratory that has met the requirements of the Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories".

The contractor may propose the use of a mix design that has been developed for a previous project. The proposed mix design shall meet the requirements of these specifications. The contractor shall provide evidence that the type and source of bituminous material, the type of mineral admixture, and the source and methods of producing mineral aggregate have not changed since the formulation of the previous mix design. The contractor shall also provide current test results for all specified characteristics of the mineral aggregate proposed for use. The Engineer will determine if the previously used mix design is suitable for the intended use and if the previous use of the mix design was satisfactory to the Department. The Engineer will either approve or disapprove the proposed mix design. Should the Engineer disapprove the use of the previously used mix design, the contractor shall prepare and submit a new mix design proposal in accordance with the requirements of these specifications.

A previously used mix design older than two years from the date it was formulated, sealed, signed, and dated shall not be allowed for use. Once approved for use on a project, a previously used mix design may be used for the duration of that project.

409-2.04 Mix Design: the last two paragraphs of the Standard Specifications are revised to read:
The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Criteria	Requirement	Arizona Test Method
1. Voids in Mineral Aggregate: %, Range	14.5 – 18.5	815
2. Effective Voids: %, Range	5.3 – 5.7	815
3. Absorbed Asphalt: %, Range	0 – 1.0	815

The Engineer reserves the right to adjust the asphalt content during production from the mix design value without additional compensation to the contractor in order to obtain desirable effective voids.

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read:
Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

409-3.01 General: the ninth, tenth, eleventh, and twelfth paragraphs of the Standard Specifications are revised to read:
All wheels and tires of compactors and other equipment surfaces shall be treated when necessary with a release agent approved by the Engineer in order to prevent the sticking of asphaltic concrete. Release agents which degrade, dissolve, or in any way damage the bituminous material shall not be used. Diesel fuel shall not be used as a release agent.

Asphaltic concrete immediately behind the laydown machine shall be in a thoroughly mixed, free-flowing, and workable condition, be free of lumps and crusts, and have a minimum temperature of 275 degrees F.

All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Engineer deems the use of self-propelled paving machines impractical.

The speed of the paving machine shall be coordinated with the production of the plant and an adequate number of trucks for hauling asphaltic concrete shall be available in order to achieve, as far as practical, a continuous operation.

Self-propelled paving machines shall spread the mixture within the specified tolerances, without segregation or tearing, true to the line, grade, and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers which will distribute the mixture uniformly in front of adjustable screeds.

409-3.01 General: the seventeenth paragraph of the Standard Specifications is revised to read:
Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

409-5.02 Reduction for Noncompliance: of the Standard Specifications is revised to read:
A reduction in payment to the contractor for asphaltic concrete will be made for quantities of asphalt cement (bituminous material) that do not meet the requirements of Section 1005 as determined by corresponding test results. Adjustments in payment will be made in accordance with the requirements of Table 1005-1 and the following formula:

$$R = (100 - P) \times \left[\frac{(CP) \times T}{100} \right]$$

Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

Where:

R = Amount of Reduction in Payment (dollars)
T = Quantity of asphalt cement in failure (tons, rounded to nearest tenth)
P = Percent of Contract Unit Price allowed (Table 1005-1)
CP = Current Price for asphalt cement (bituminous material), as determined by the Department, for the month in which a deficiency was noted. This value will be made known by means of a memorandum issued on the last Wednesday of each month and mailed to those currently receiving copies of the Advertisements for Bids. This information may also be obtained from ADOT Contracts and Specifications Services, (602) 712-7221, or from ADOT's website.

SECTION 501 PIPE CULVERT AND STORM DRAINS:
Pipe culvert shall be in accordance with Section 501 of the ADOT Standard Specifications except as modified herein.

For each of the pipe culverts to be installed as shown in the project plans, bedding material shall be cement-treated slurry as described in Section 501 of the ADOT Standard Specifications. For the details of the limits of the pipe bedding material, reference shall be made to ADOT's Construction Standard drawings C-13.10 and C-13.15 respectively. No separate measurement or payment will be made for cement-treated slurry. The cost of shall be included in the cost of Bidding Item No. 501.

New pipe culverts shall be corrugated steel pipe with a wall thickness of 0.064 inches, a corrugation configuration of 2 2/3 X 1/2 and shall be coated with either aluminum or zinc.

501-1 Description: the first paragraph of the Standard Specifications is revised to read:
The work under this section shall consist of furnishing pipe and all other materials required and the installing of pipe, including excavating, and furnishing, placing and compacting backfill material, all in accordance with the details shown on the plans and the requirements of the specifications.

501-1 Description: the last sentence of the third paragraph of the Standard Specifications is revised to read:
Special sections, fittings, elbows, branch connections, tapered inlets, end sections, connectors, coupling, and other such items shall be of the same material and coating as the pipe to which they are attached unless otherwise stated in the specifications.

Section 501- Pipe Culvert and Storm Drains continued...

501-3.03(A) General: the second paragraph of the Standard Specifications is revised to read: If the Engineer determines that the end of an existing pipe is damaged to the extent that it cannot be repaired sufficiently to be joined properly to the new pipe, the damaged portion shall be removed.

Pipe shall be installed in reasonably close conformity with the lines, grades and dimensions shown on the project plans or specified by the Engineer.

501-3.03(B)(1) General: the seventh paragraph of the Standard Specifications is hereby deleted:

501-3.03(G) Corrugated High Density Polyethylene Plastic Pipe: the title and text of the Standard Specifications are revised to read:

501-3.03(G) Corrugated High Density Polyethylene Plastic Pipe and Steel Reinforced High Density Thermoplastic Ribbed Pipe:

Corrugated high density polyethylene plastic pipe and steel reinforced high density thermoplastic ribbed pipe shall be assembled and installed in accordance with the manufacturer's instructions.

Watertight joints, unless otherwise specified, will not be required for storm drains, culverts, or other drainage pipes. However, joints for these pipes shall be water resistant. Watertight joints shall be provided for siphon and irrigation pipe installations.

Watertight and water resistant joints shall conform to the requirements of Subsection 1010-8.

Tracer wire for magnetic detection shall be placed in accordance with the requirements of Subsection 104.15.

Special care shall be taken in the handling and installation of corrugated high density polyethylene plastic pipe and fittings and steel reinforced high density thermoplastic ribbed pipe and fittings to prevent damage and to assure that proper line and pipe grade are maintained throughout the backfilling operation.

When end sections for either pipe are called for on the plans, the contractor shall use metal safety end sections unless otherwise specified.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:
Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-4 Method of Measurement: is revised to read:
No measurement shall be made for Maintenance and Protection of Traffic. The contract unit of measurement shall be lump sum.

701-5 Basis of Payment: is revised to read:
Payment for Maintenance and Protection of Traffic shall be lump sum and shall be full compensation for all work necessary to provide Maintenance and Protection of Traffic.

SECTION 810 EROSION CONTROL AND POLLUTION PREVENTION:

810-1 Description:
The Contractor shall be responsible for compliance with any rules and regulations of the Arizona Department of Environmental Quality (ADEQ) that may be applicable as a result of the proposed work of this contract. The contractor shall provide the Owner with a copy of all correspondence from ADEQ demonstrating that all permits for the work have been obtained, all requirements have been met and approval to begin the work has been granted.

The work under this section shall include furnishing, installing, maintaining, removing and disposing of temporary erosion control measures needed to fulfill the requirements of the permits needed under this section.

All work specified in this subsection will be temporary for use during construction, unless designated otherwise.

The Contractor shall be responsible for maintaining all erosion and pollution control devices in proper functioning condition at all times during Construction. After completion and final approval of construction activities the Owner shall be responsible for maintaining all erosion and pollution control devices.

When deficiencies in the erosion control devices or other elements of work listed herein are noted by inspection or other observation, specified corrections shall be made by the contractor by the end of the day or work shift, or as directed by the Engineer.

Section 810-Erosion Control and Pollution Prevention continued...

Work specified herein which is lost, destroyed, or deemed unacceptable by the Engineer as a result of the Contractor's operations shall be replaced. Work specified herein which is lost or destroyed, as a result of natural events, such as excessive rainfall, shall be replaced by the Contractor.

In cases of serious or willful disregard for the protection of the waters of the U.S. and/or natural surroundings by the contractor, the Owner's Engineer will immediately notify the Contractor of such non-compliance.

810-2 Method of Measurement:
No measurement shall be made for Erosion Control and Pollution Prevention. The contract unit of measurement shall be lump sum.

810-3 Basis of Payment:
Payment for Erosion Control and Pollution Prevention shall be lump sum and shall be full compensation for all of the work necessary to complete said Erosion Control and Pollution Prevention including all necessary permit fees, materials, equipment and labor associated with said work.

SECTION 901 MOBILIZATION:
Mobilization shall be in accordance with Section 901 of the ADOT Standard Specifications except as modified herein.

The Contractor shall be responsible for providing a construction yard and/or staging area as needed for this project. The cost of shall be included in the cost of Bid Item No. 901.

901-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for mobilization, measured as provided above, will be made at the contract lump sum price, which shall be full compensation for supplying and furnishing all materials, facilities and services and performing all the work involved as specified herein.

Section 901-Mobilization continued...

Partial payments under this item will be made in accordance with the following provisions. Reference herein to the adjusted contract shall mean the original contract amount exclusive of mobilization:

The first payment of the lump sum price for mobilization will be paid after the Preconstruction Conference provided that all submissions required under ADOT Standard Specifications Subsection 108.03, as applicable to this contract, are submitted by the contractor at the Preconstruction Conference to the satisfaction of the Engineer. The amount paid for the first partial payment will be in accordance with Table 901-1.

The second payment of the lump sum price for mobilization will be made when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the contract work. The amount paid for the second partial payment will be in accordance with Table 901-1.

The third payment of the lump sum price for mobilization will be made on the first estimate following completion of five percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the third payment will be in accordance with Table 901-1.

The fourth payment of the lump sum price for mobilization will be made on the first estimate following completion of 10 percent of the adjusted contract. Such percentage determination will not include partial payments for material on hand. The amount paid for the fourth payment will be in accordance with Table 901-1.

The total sum of all payment shall not exceed the original contract lump sum price for mobilization, regardless of the fact that the contractor may have, for any reason, shut down its work on the project or moved its equipment away from the project and back again.

TABLE 901-1 AMOUNT ALLOWED FOR MOBILIZATION DURING THE LIFE OF THE CONTRACT		
Contract Amount: $	**% Of Contract**	**Basis Of Payment**
0 - 5,000,000	12% *	25% of the lump sum price for mobilization or 3% of the original contract amount, whichever is less.
5,000,000 +	10% *	25% of the lump sum price for mobilization or 2.5% of the original contract amount, whichever is less.
*If the price bid for mobilization exceeds this percentage, any excess will be paid to the contractor upon completion of the contract.		

Section 901-Mobilzation continued...

The adjustment provisions in Section 104 shall not apply to the item of mobilization.

When other contract items are adjusted as provided in Section 104, and if the costs applicable to such items of work include mobilization costs, such mobilization costs will be considered as recovered by the contractor in the lump sum price paid for mobilization, and will be excluded from consideration in determining compensation under Section 104.

When mobilization is not included as a contract item, full compensation for any necessary mobilization required will be considered as included in the prices paid for the various contract items involved and no additional compensation will be made.

SECTION 924 FORCE ACCOUNT WORK (UNFORESEEN CONDITIONS):

924-1 Description:
The work under this item shall serve as a contingency fund for Change Orders, as directed by the Owner's Engineer, in regards to unforeseen conditions and changes to the Scope of Work required to complete the work originally intended.

924-2 Method of Measurement and Basis of Payment:
Measurement and Payment for the unforeseen conditions will be made on a Force Account basis in accordance with the Section 109-04 of these Special Provisions.

SECTION 925 CONSTRUCTION SURVEYING AND LAYOUT:

Construction Surveying and Layout shall be in accordance with Section 925 of the ADOT Standard Specifications unless modified herein.

925-5 Basis of Payment: the first two sentences of the second paragraph of the Standard Specifications are revised to read:

If additional staking and layout are required as a result of additional work ordered by the Engineer, such work will be paid under ITEM 9250101 - ONE-PERSON SURVEY PARTY at the predetermined rate of $65 per hour, ITEM 9250102 - TWO-PERSON SURVEY PARTY at the predetermined rate of $100 per hour, ITEM 9250103 - THREE-PERSON SURVEY PARTY at the predetermined rate of $135 per hour, ITEM 9250106 – SURVEY MANAGER at the predetermined rate of $100 per hour, and ITEM 9250105 - OFFICE SURVEY TECHNICIAN at the predetermined rate of $70 per hour.

SECTION 1005 BITUMINOUS MATERIALS:
Bituminous Materials shall be in accordance with Section 1005 of the ADOT Standard Specifications unless modified herein.

1005-2 Sampling of Bituminous Material: the first sentence of the first paragraph of the Standard Specifications is revised to read:

Sampling of bituminous material shall conform to the requirements of Arizona Test Method 103.

*Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.*

CONTRACT FORMS

Proposal	P-1 to P-3
Bidding Schedule	BS-1 to BS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 011516 Mesa Del Caballo Street Improvements Project, Payson, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of Alliance Streetworks, 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 (60) Calendar Days from the commencement date as specified on the Notice to Proceed,** and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: Alliance Streetworks, Inc.

Corporate Address: 3905 Old hwy. 279 Camp Verde, Az 86322

Incorporated under the laws of the State of : California

By (Signature): Ronald P. Gardner **Date:** 3/21/16

President: Ronald P. Gardner

Secretary: Ronald P. Gardner

Treasurer: George Boydajieff

Proposal continued...

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

_____

_____

_____

_____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE (BS-1 to BS-2)

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: Alliance Streetworks, Inc.

TOTAL CONTRACT PRICE, for the sum of $ 149,973.72

WRITTEN TOTAL CONTRACT PRICE

One hundred fourty nine thousand, nine hundred Seventy three dollars **Dollars**
and 72/100 **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 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.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L.SUM	1	2,950.00	2,950.00
202	Removal of Structures and Obstructions	L.SUM	1	8,142.26	8,142.26
205	Grading Roadway for Pavement	SQ.YD.	5200	2.36	12,272.00
303	Aggregate Base, Class 2	CU.YD.	870	25.96	22,585.20
409	Asphaltic Concrete (Misc. Structural)	Ton	715	86.14	61,590.10
501	Pipe, Corrugated Metal, 21"x15"	L.FT	118	40.12	4,734.16
701	Maintenance and Protection of Traffic	L.SUM	1	4130.00	4,130.00
810	Erosion Control and Pollution Prevention	L.SUM	1	3,540.00	3,540.00
901	Mobilization	L.SUM	1	5,900.00	5,900.00
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	$20,000.00	$20,000.00
925	Construction Surveying and Layout	L.SUM	1	4130.00	4,130.00

Total Base Bid 149,973.72

GILA COUNTY

Bond No. CSBA-1577

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Alliance Streetworks, Inc.

as Principal, hereinafter called the Principal, and North American Specialty Insurance Company

a corporation duly organized under the laws of the State of New Hampshire

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. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT, PHASE I

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: March 14th, 2016

Principal Alliance Streetworks, Inc.

By Rudd P Ayala

Title President

Surety North American Specialty Insurance Company

By Attorney-in-Fact Arturo Ayala
1411 N. Batavia St., Suite 201
Orange, CA 92867
Address, Attorney-in-Fact
Subscribed and sworn to before me this ____ day of _____, 20____

My commission expires: _____

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On 3/14/16 (Date) before me, Susan Pugh (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Arturo Ayala (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Susan Pugh
Signature of Notary Public

SUSAN PUGH
COMM. #2105405
Notary Public-California
ORANGE COUNTY
My Comm. Expires Apr 29, 2019
FRS3

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 3/14/16 Number of Pages: One

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Arturo Ayala
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Bond No. CSBA-1577

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

DANIEL HUCKABAY, ARTURO AYALA, ANDREW WATERBURY, DWIGHT REILLY, SHAUNNA BURCHFIEL, and MICHAEL CASTANEDA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By _____
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this this 11th day of March, 20 16.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 11th day of March, 20 16, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M KENNY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/04/2017

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of March, 20 16.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 011516-MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
   Alliance Streetworks, Inc.
   3905 Old hwy. 279
   Camp Verde, Az 86322 Ph: 928-567-8696

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

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

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

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Bid Schedule, 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:** 87%
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 256751A

Ronald P. Gardner
Signature of Authorized Representative

Ronald P. Gardner
Printed Name

President
Title

GILA COUNTY
REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References
Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Yavapai County
   Contact: Bert Miller
   Phone: 928.713.5784 / 928.771.3183
   Address: 1100 Commerce, Prescott Az
2. **Company:** Yavapai Apache Nation
   Contact: David Schriener.
   Phone: 1500 E. Cherry Creek Rd.
   Address: 970.989.5537 Camp Verde, Az 86322
3. **Company:** Maricopa County
   Contact: Bill Grimmes
   Phone: 602.506.8666 7
   Address: 2919 W. Durango St. Phoenix Az 85009
4. **Company:** Town of Prescott Valley
   Contact: Ron Pine
   Phone: 928.759.3035
   Address: 7501 E. Civic Circle Prescott Valley Az 86314

Alliance Streetworks, Inc.
Name of Business

Signature of Authorized Representative

President
Title

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: Yavapai)

Ronald P. Gardner
(Name of Individual)
being first duly sworn, deposes and says:

That he is President
(Title)
of Alliance Streetworks, Inc. and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 011516, MESA DEL CABALLO STREET IMROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said Alliance Streetworks, 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.

Alliance Streetworks, Inc.
Name of Business

Ronald P. Gardner
By RONALD P. GARDNER

PRESIDENT
Title

STEPHANIE OSTLER
Notary Public - Arizona
Yavapai County
My Commission Expires
January 17, 2020

Subscribed and sworn to before me this 21st **day of** March, **20** 16.

Stephanie Ostler
Notary Public

My Commission expires: 01.17.2020

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of **Invitation for Bid No. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I,** 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.

Alliance Streetworks, Inc.
Name of Business

Ronald P. Gardner
Signature of Authorized Representative

RONALD P. GARDNER
PRESIDENT
Title

BIDDERS CHECKLIST (CK-1)

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 AND 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 and Date	RP				

Signed and dated this 21st day of March, 2016.

Alliance Streetworks Inc

CONTRACTOR:

Ruld P [signature]

BY: PRESIDENT

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, Payson, Arizona, Bid No. 011516.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501,** on or before **Wednesday, March 23, 2016.**

GILA COUNTY
CONTRACT NO. 011516 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, **2016**, 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. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 011516 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "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 Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Contract continued...

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

Contract continued...

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

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

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

B. **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 **Jeannie Sgroi, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Contract continued...

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 **Jeannie Sgroi, Contracts Administrator, 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:

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **60 Calendar Days of the commencement date as specified on the Notice To Proceed**.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM	DAILY CHARGE PER CALENDAR DAY
All work not complete within the above specified time after start of work.	**$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 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before ***thirty (30) days*** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Contract continued...

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act **(Public Law 101-336, 42 U.S.C. 12101-12213)** and applicable Federal regulations under the Act.

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

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

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

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

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

Contract continued...

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

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 $ 149,973.72 **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:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I
CONTRACT NO. 011516

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman, Board of Supervisors

CONTRACTOR:

_____
Contractor Signature

RONALD P. GARDNER
Print Name

_____
Witness (If Contractor is Individual)

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

STATUTORY PERFORMANCE BOND (CPB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal,

and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____

Principal **Seal**

_____ _____

Surety **Seal** **By:**

_____ _____

Agency of Record **By:**

_____ _____

Arizona Countersignature **Agency Address**

_____

Address

_____

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)

PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal,

and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____
Principal **Seal**

_____ _____
Surety **Seal** **By:**

_____ _____
Agency of Record **By:**

_____ _____
Arizona Countersignature **Agency Address**

_____
Address

_____
Phone Number

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY (CPW-1)

I, RONALD P. GARDNER, representing
ALLIANCE STREETWORKS, INC. (company name)

do hereby warranty the work performed for the:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

3/21/14

(Officer, Partner, Owner) **Date**

Ronald P. Gardner, President

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Alliance Streetworks, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3905 Old Highway 279

Requester's name and address (optional)

6 City, state, and ZIP code
Camp Verde, Az 86322

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
4 8 - 1 2 7 0 1 7 3

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

GILA COUNTY
MESA DEL CABALLO STREETS IMPROVEMENT PROJECT – PHASE I
INVITATION FOR BID NO. 011516

ADDENDUM #1:
DATE: 03/11/2016

REVISIONS AND CLARIFICATIONS:

1. Insert "ADOT Specification Section 108.05 – Limitation of Operations" into the Specifications Section of Invitation for Bid No. 011516, as well as the Table of Contents.

2. ***QUESTION:*** Does the entire bid packet need to be submitted with the proposal?
   ANSWER: **Submittal of Pages 80-102 and the W-9 form, in triplicate, all with original signatures, will be acceptable.**

3. ***QUESTION:*** Is Contractor Quality Control required for this project?
   ANSWER: **Yes. Contractor Quality Control shall adhere to the requirements of Section 106 Control of Material. Also, certain items of work have specific requirements, such as compaction specifications for aggregate base material and asphalt concrete. The Contractor shall be responsible to provide proof of compliance of all contract specifications for such items and any other item of work as applicable. Such proof will be required for acceptance of said materials by the Owner. No method of measurement or basis of payment will be made for Control of Materials or Contractor Quality Control, the cost being considered as included in contract items. See page 61 - Section 109 Measurement and Payment-Item C.**

4. ***QUESTION:*** What taxes are applicable for this project?
   ANSWER: **Gila County does not advise contractors on tax liabilities. It is the responsibility of the Contractor to ensure that their bid price includes all applicable taxes as stated on Pages 3, 99 and 102 of the Invitation for Bid.**

5. ***QUESTION:*** Is there a separate pay item for adjustment of manholes and valve boxes?
   ANSWER: **No. See Page 10 of 102 - Existing Utility Manholes and Valve Box Adjustments.**

6. ***QUESTION:*** Where does MAG Standard Detail 201 apply?
   ANSWER: **A thickened edge is required where new pavement is placed next to existing pavement only. See Page 70 - Section 409 Asphalt Concrete (Miscellaneous Structural).**

7. ***QUESTION:*** Where can water be acquired for use on the project?
   ANSWER: **Contractor's will need to locate their own source of water for use on the project.**

8. ***QUESTION:*** There are no survey control (monuments) shown on the plans. Will those be provided?
   ANSWER: **Yes. Gila County will provide adequate survey control for the project as well as make available the CAD base file to the Contractor. This information will be provided to the successful bidder once the project is awarded.**

9. ***QUESTION:*** Does the County want the asphalt millings?
   ANSWER: **No. Contractor shall be responsible for disposal of the asphalt millings.**

10. ***QUESTION:*** When will the project be awarded?
    ANSWER: **Refer to Page 20 of 102 - Section 103-04 Award of Contract.**

11. ***QUESTION:*** Will storm water pollution prevention plans be provided by Gila County?
    ANSWER: **No. The Contractor shall be responsible for storm water pollution prevention plans, if needed for this project. See Page 61 of 102 - Section 109 Measurement and Payment – Item F.**

12. ***QUESTION:*** Was an engineer's estimate done for the project and is it available to the Contractors for viewing?
    ANSWER: **For budgetary purposes, Gila County has estimated this project at or around $200,000.00.**

ADDITIONAL INFORMATION ATTACHED:

3. Sign-In Sheets from Pre-Bid Walk Through

This concludes Addendum No. 1 to Invitation for Bid No. 011516

PREBID MEETING: 03-10-15, 10:00 A.M.
Mesa Del Caballo Streets Improvement Project-Phase I
Invitation for Bid No. 011516

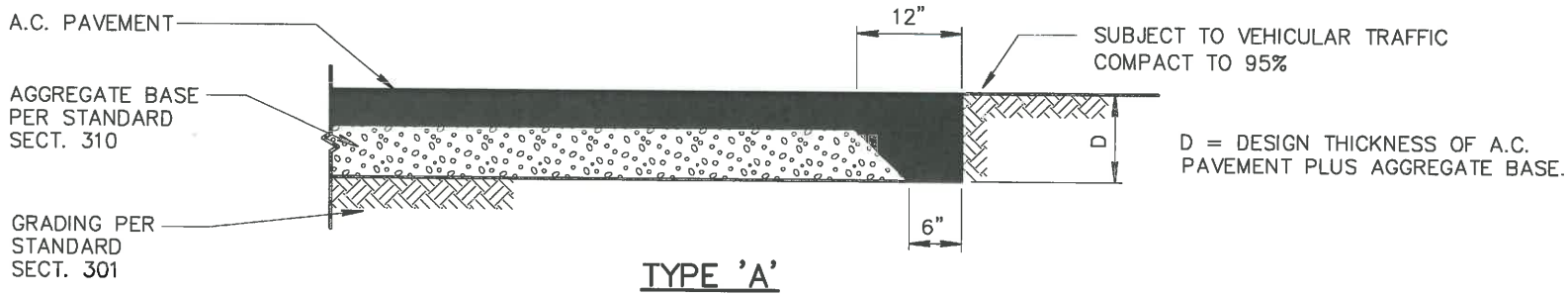
COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
5D mining & Const.	Dusty Escapule	[signature]	dusty5d@live.com	928-200-8697
5D Mining & Const.	John Speer	[signature]	JSPEER77@Gmail.Com	928-301-4133
Roy Haught Excavating	Paul Randall	[signature]	midstateasphalt@yahoo.com	928-978-5728
Brent Cline	Public Works Roads	[signature]	ztcline@gilacountyaz.gov	928-402-8526
Gila County	Public Work Bd	[signature]		(928)-474-2553
" "	Scott Warren	[signature]	swarren@gilacountyaz.gov	928) 468-2808
GILA COUNTY	Jerry Irish	[signature]	jirish@GILACOUNTYAZ.GOV	928-402-8508
D.D. Haught Inc.	Hunter Haught	[signature]	ddhaught@yahoo.com	928 472 8846
Roy Haught Excavating	[signature]	[signature]	HaughtRoy@yahoo.com	928-474-2454
STATE CONSTRUCTORS INC	[signature] Randal	[signature]	BRPAVE1@Hotmail.com	
Mangum Civil Const	Luke Plante	[signature]	l.plante@mangumgroup.com	928 9701286
NGU CONTRACTING	John Johnson	[signature]	john@nguconTractin.com	6180 738 9758

PREBID MEETING: 03-10-15, 10:00 A.M.
Mesa Del Caballo Streets Improvement Project-Phase I
Invitation for Bid No. 011516

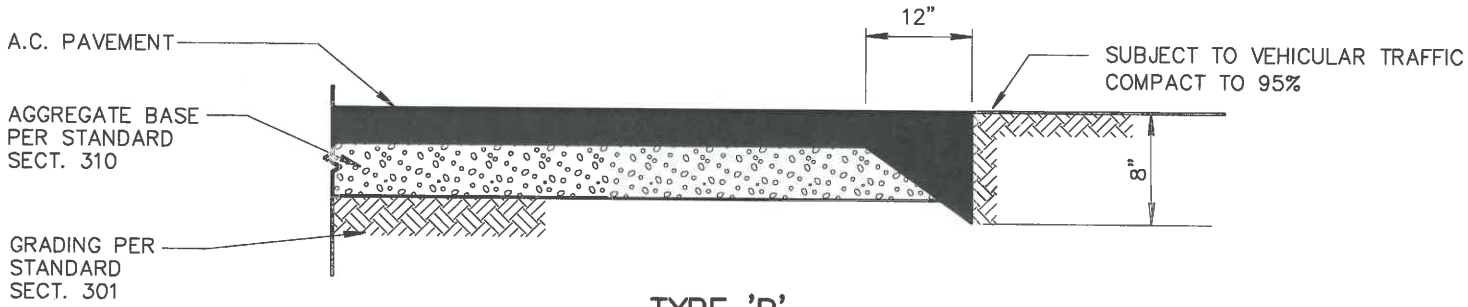
COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
RICOR INC	BRYAN NORMAN		BRYAN@RICORINC.com	602 437-0202
J-4 Excavating	Sterling Thomas		j4excavating@yahoo.com	602-525-0326
Combs Construction	Patrick Waters		Patrick@combsaz.com	602-237-4024
ALLiance Streetworks	ED REDWELL		ed.alliance@yahoo	928 567-8696
AcE Asphalt	Tim Harrah		HarrahT@AceAsphalt.com	602-304-4068
CACTUS Asphalt	Jeff Abram		Jabram@cactusasphalt.com	602 377-5651
ABC Asphalt	Dave McKelvie		ERICQ@ABCAsphalt.com	602 377 1282
VISUS Inc	JEFF KERR		JKerr@visusfax.com	480-533-8268
INTERMOUNT WEST	STAN LANGHAM		BIDS@IMWCC.net	928-595-0389
TIFFANY CONST	ROMEN SCHIRMER		JTIFFANY@TIFFANYCONST.com	928-322-[illegible]
Pima Paving	Howard Stoufl		Howie@Pimapaving.com	520-404.1323
Meadow Valley	Jesus Orci		jorci@accbuilt.com	623-330-9352

APPENDIX A

(REFERENCED STANDARD DETAILS)



TYPE 'A'



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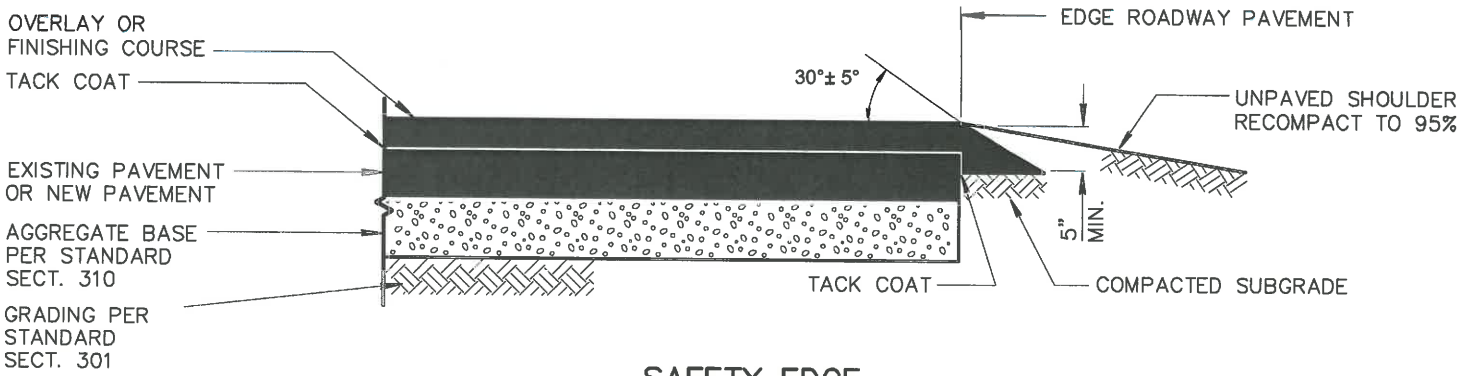
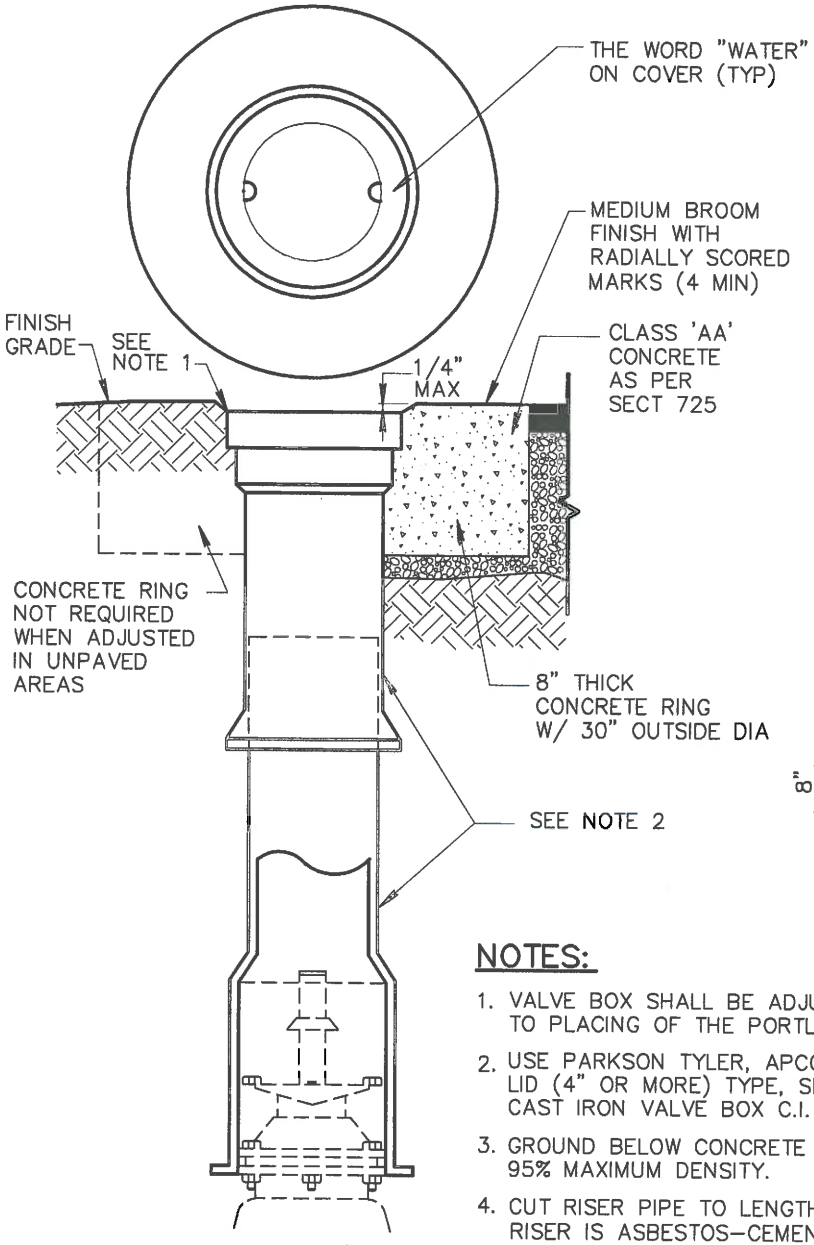
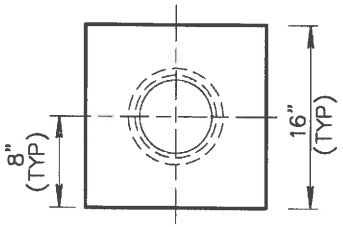


SAFETY EDGE

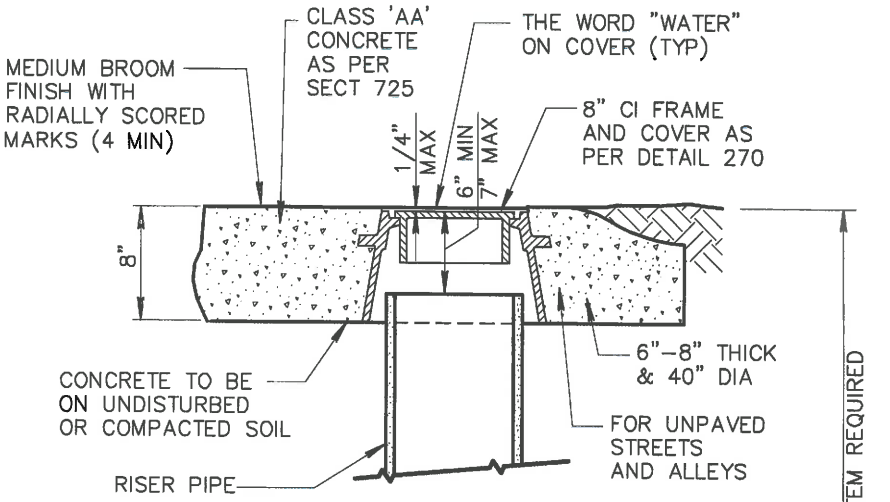
DETAIL NO.		STANDARD DETAIL		DATE	DETAIL NO.
201	MARICOPA ASSOCIATION of GOVERNMENTS	ENGLISH	ASPHALT PAVEMENT EDGE DETAILS	01-01-2014	201



TYPE 'C'

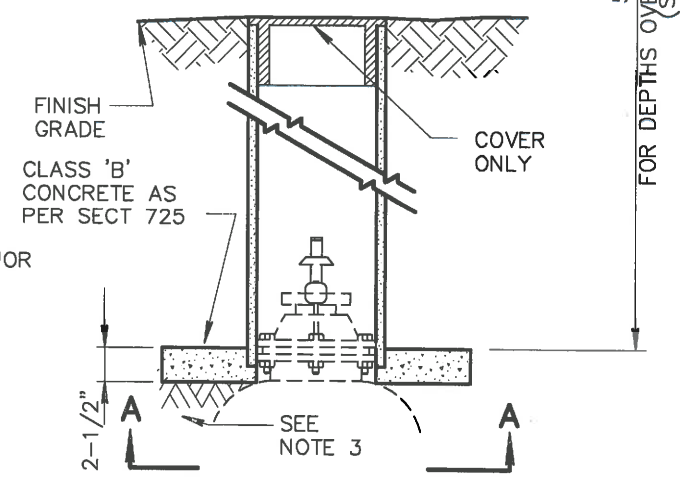


VIEW A–A



TYPE 'A'

(TO BE USED IN AREAS SUBJECT TO VEHICULAR TRAFFIC)



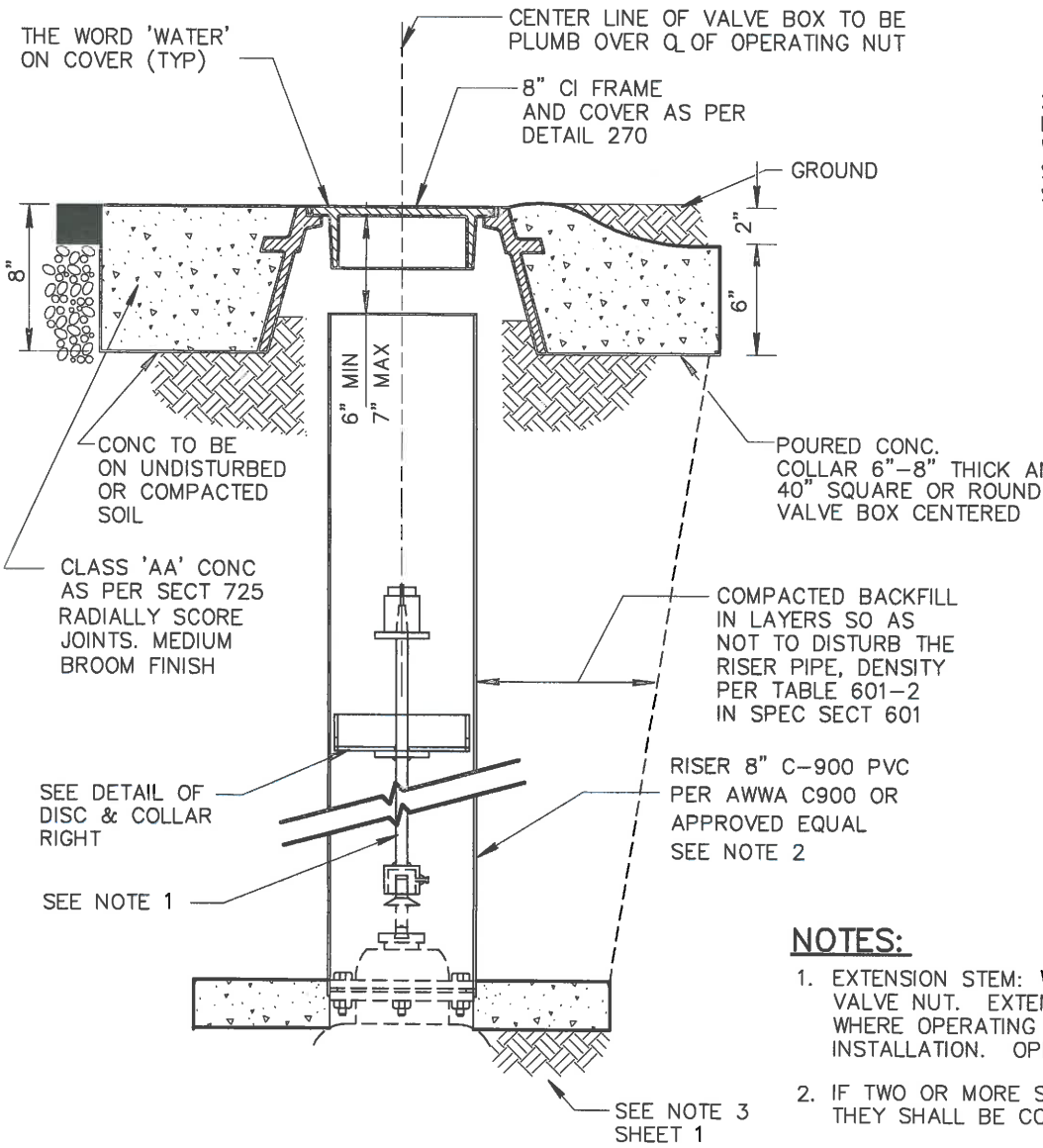
TYPE 'B'

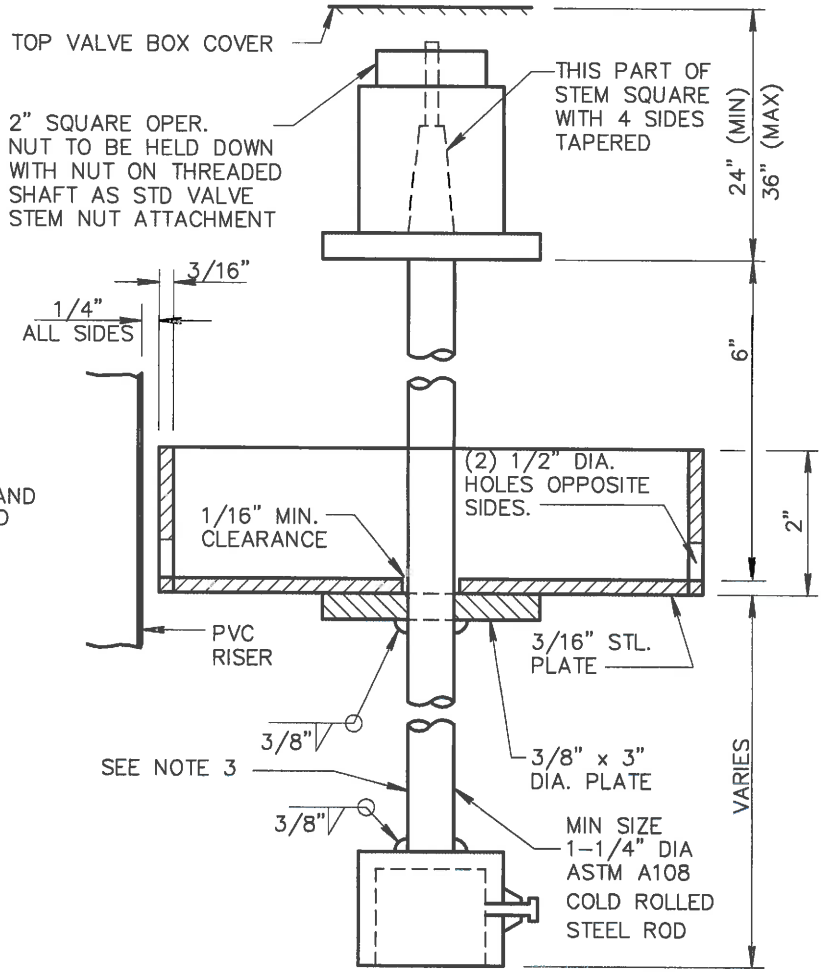
(NOT SUBJECT TO VEHICULAR TRAFFIC)

NOTES:

1. VALVE BOX SHALL BE ADJUSTED TO THE FINISHED GRADE PRIOR TO PLACING OF THE PORTLAND CEMENT CONCRETE SURFACE.
2. USE PARKSON TYLER, APCO OR EQUAL DEEP SKIRTED LID (4" OR MORE) TYPE, SLIDING ADJUSTABLE CAST IRON VALVE BOX C.I. MIN. T.S. 30,000 P.S.I.
3. GROUND BELOW CONCRETE PAD TO BE COMPACTED 95% MAXIMUM DENSITY.
4. CUT RISER PIPE TO LENGTH IN FIELD. **CAUTION:** IF EXISTING RISER IS ASBESTOS–CEMENT PIPE (ACP) FOLLOW OSHA GUIDELINES FOR WORKING WITH ACP.

DETAIL NO.					
391–1	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	VALVE BOX INSTALLATION AND GRADE ADJUSTMENT	REVISED 01–01–2015	DETAIL NO. 391–1

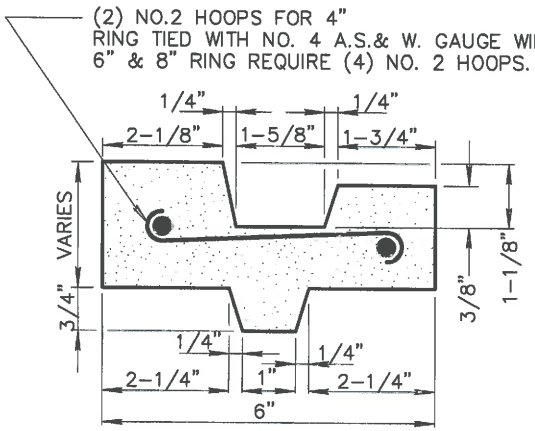




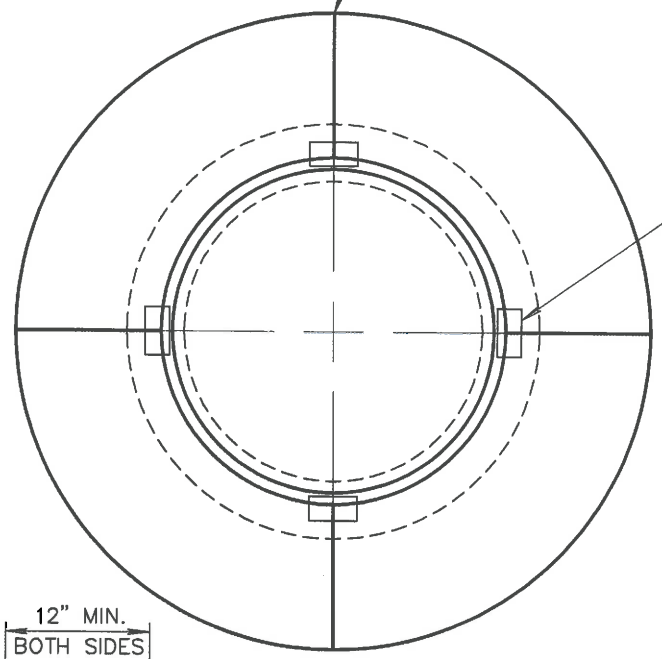
NOTES:

1. EXTENSION STEM: WITH SQUARE SOCKET ON BOTTOM TO FIT 2" SQUARE VALVE NUT. EXTENSION TO VALVE STEMS REQUIRED ON ALL VALVES INSTALLED WHERE OPERATING NUT IS OVER 5' BELOW SURFACE. LENGTH TO FIT EACH INSTALLATION. OPERATING NUT TO BE HELD ON TOP OF EXTENSION WITH STOP NUT.
2. IF TWO OR MORE SECTIONS OF PIPE ARE USED TO MAKE THE VALVE BOX RISER, THEY SHALL BE COUPLED OR BONDED TO FORM DEBRIS–TIGHT JOINTS.
3. STEM PAINTING: ALL STEEL TO HAVE PRIME COAT OF PAINT NO. 1–D AND ONE HEAVY APPLICATION (FINISH COAT) OF PAINT NO. 9 AS PER SECT. 790.

DETAIL NO.				REVISED	DETAIL NO.
391–2	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	VALVE BOX INSTALLATION AND GRADE ADJUSTMENT	01–01–2015	391–2



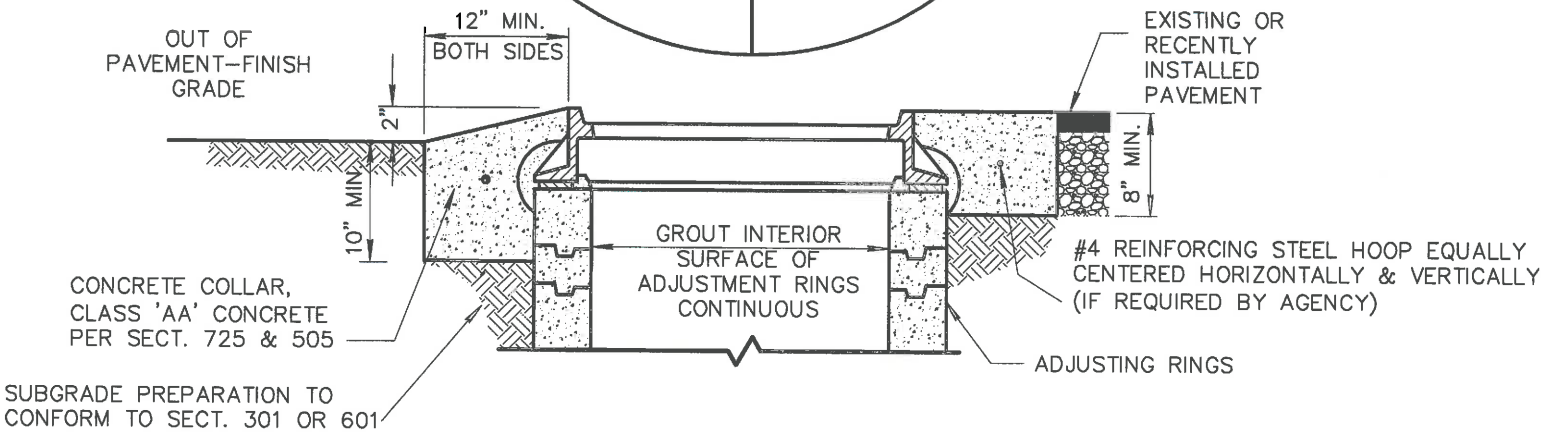
ADJUSTING RING DETAIL



NOTES:

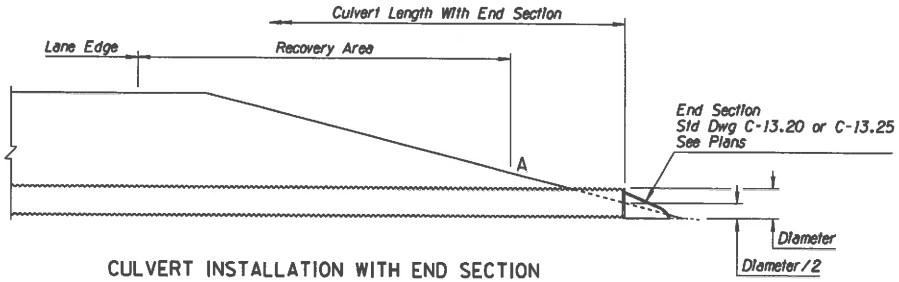
1. CONTRACTORS SHALL ADJUST ALL MANHOLE RINGS AND COVERS, INCLUDING MANHOLES OUTSIDE OF THE PAVEMENT.
2. ADJUSTMENT SHALL BE CONSTRUCTED PER MAG SECTION 345.
3. MANHOLE COATINGS PER AGENCY
4. GROUT SHALL BE USED BETWEEN FRAME AND ADJUSTING RING TO ACHIEVE WATER TIGHTNESS.

SPACER TYPE	REQUIRED THICKNESS
BRICK	GREATER THAN 2"
4"X2" STEEL SPACER	½" TO 2"
GROUT	LESS THAN ½"



DETAIL NO.				REVISED	DETAIL NO.
422	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	MANHOLE FRAME AND COVER ADJUSTMENT	01-01-2015	422

NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	REISSUED STANDARD DRAWING	RLF	7/05
2			
3			
4			

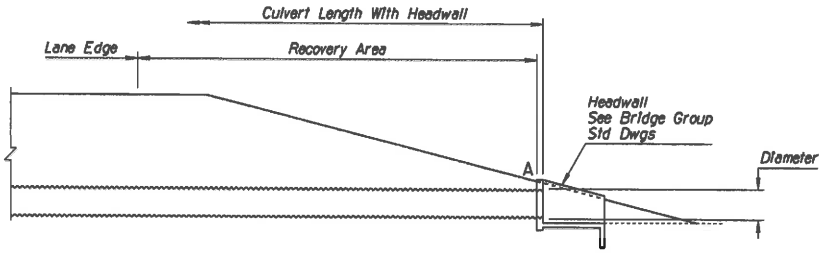


CULVERT INSTALLATION WITH END SECTION

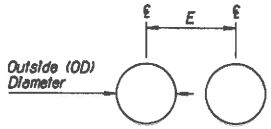
MINIMUM SPACING FOR MULTIPLE PIPES WITH HEADWALL	
Diameter or Span (In)	E (Ft-In)
18	2-6
24	3-0
30	3-9
36	4-6
42	5-3
48 to 66	OD + 3-0
72 and Over	OD + 3-0

GENERAL NOTES

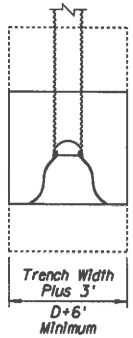
1. See plans for any required inlet and/or outlet protection.
2. E dimension applies to both non-trench and trench conditions.
3. Minimum cover over pipe culverts shall be 1', measured from the top of pipe.
4. See Pipe Berm Requirement Detail for pipe berm requirements and Std Dwg C-03.10 for installation. If Point A is within the recovery area, then a pipe berm is required and Point B is set at the edge of the recovery area.
5. Slope plating shall conform to Std Spec 501.



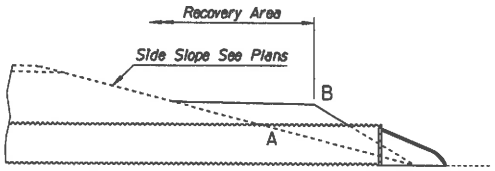
CULVERT INSTALLATION WITH HEADWALL



MINIMUM SPACING FOR
MULTIPLE PIPES WITH HEADWALL

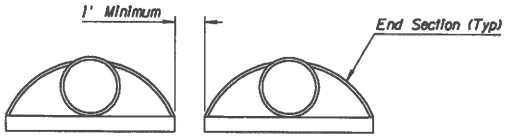


PLAN

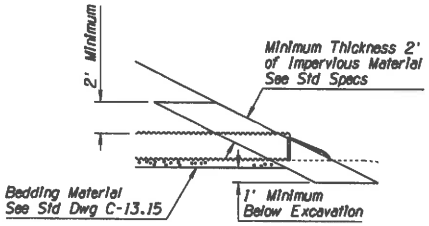


PIPE WITH BERM REQUIREMENT DETAIL

See General Note 4



MINIMUM SPACING FOR
MULTIPLE PIPES WITH END SECTIONS



ELEVATION

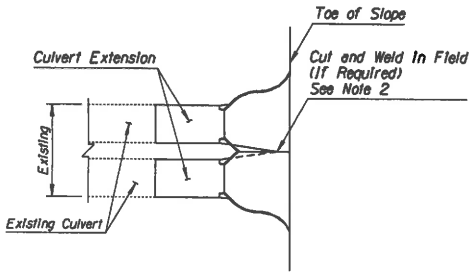
SLOPE PLATING FOR PIPE
WITH END SECTIONS

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 1 5/12
APPROVED FOR DISTRIBUTION	PIPE CULVERT INSTALLATION	DRAWING NO. C-13.10 Sheet 1 of 2

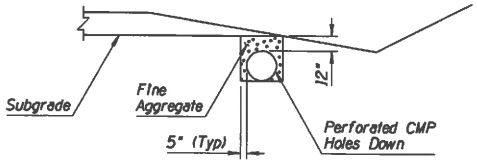
NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	NEW GENERAL NOTE 2	RLF	9/04
2			
3			
4			

GENERAL NOTES

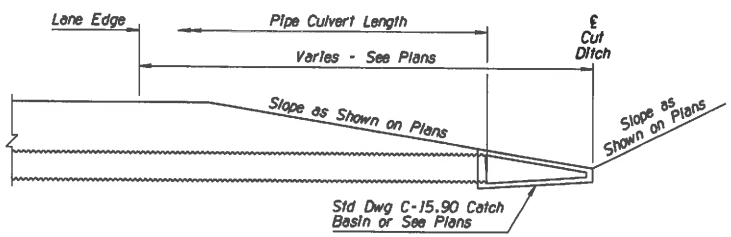
1. Minimum cover over pipe culverts shall be 12", measured from the top of pipe.
2. ① After welding, the damaged coating shall be cleaned by a wire brush and painted with at least one full coat of Paint Number 4, or given two coats of an approved hot asphalt paint, as directed by the Engineer.



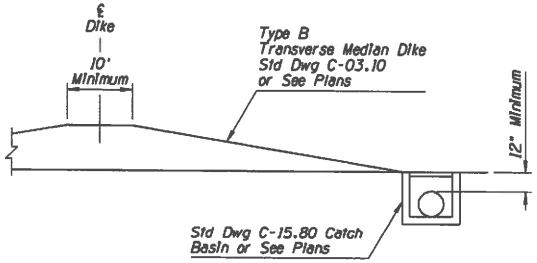
SPECIAL MULTIPLE PIPE END SECTION DETAIL
FOR PIPE CULVERT EXTENSIONS ONLY



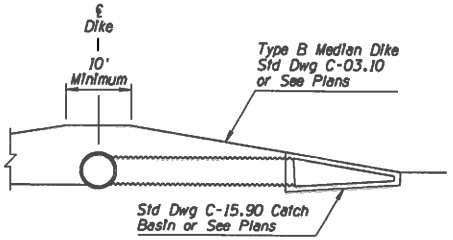
PERFORATED CMP INSTALLATION



PIPE AND CATCH BASIN INSTALLATION
AT SAG CONDITION OF CUT DITCH



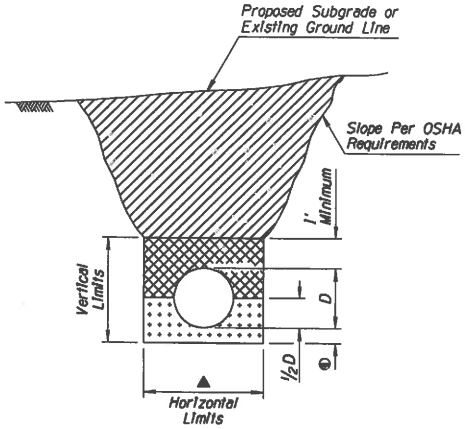
PIPE AND CATCH BASIN INSTALLATION
AT BASE OF TRANSVERSE DIKE



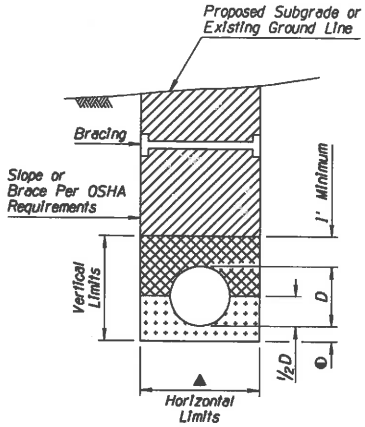
PIPE AND CATCH BASIN INSTALLATION
AT FACE OF TRANSVERSE DIKE

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR DISTRIBUTION	PIPE CULVERT INSTALLATION	DRAWING NO. C-13.10 Sheet 2 of 2

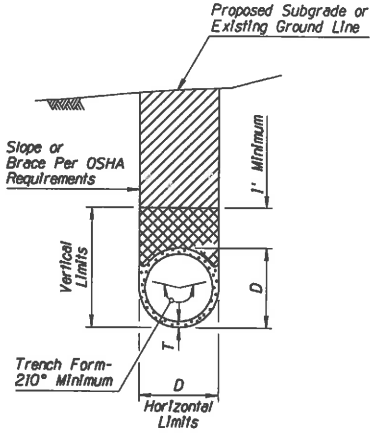
NO	DESCRIPTION OF REVISIONS	MADE BY	DATE
1	REVISED SPECIFICATIONS	RLF	9/04
2			
3			
4			



TRENCH CONDITION
IN NATURAL GROUND OR IN EMBANKMENT
WITHOUT BRACING



TRENCH CONDITION
IN NATURAL GROUND OR IN EMBANKMENT
WITH BRACING SHOWN



TRENCH CONDITION
NRCIPCP IN NATURAL GROUND
OR IN EMBANKMENT

GENERAL NOTES

1. Pipes shall be installed either in a trench condition or in a non-trench condition in natural ground or in embankment.
2. In a trench condition, the vertical and horizontal limits shall be maintained. If horizontal limits are exceeded or the vertical limits are not maintained, a non-trench condition exists.
3. Bracing and sloping shall conform to OSHA requirements.
4. Pipe backfill may be bedding material.
5. In a non-trench condition, the embankment for pipe stability shall be constructed in lifts to the limits shown in the detail simultaneously with the bedding material and pipe backfill. If the contractor chooses to construct it as a trench condition, the embankment shall be constructed before excavating the trench.

D - Outside diameter of full circle pipe or outside dimension (span or rise) of arch, arch pipe, elliptical pipe.

T - Minimum wall thickness for NRCIPCP: See Plans.

① ▲ For D < than 4': D + 6" each side, minimum
D + 2' each side, maximum

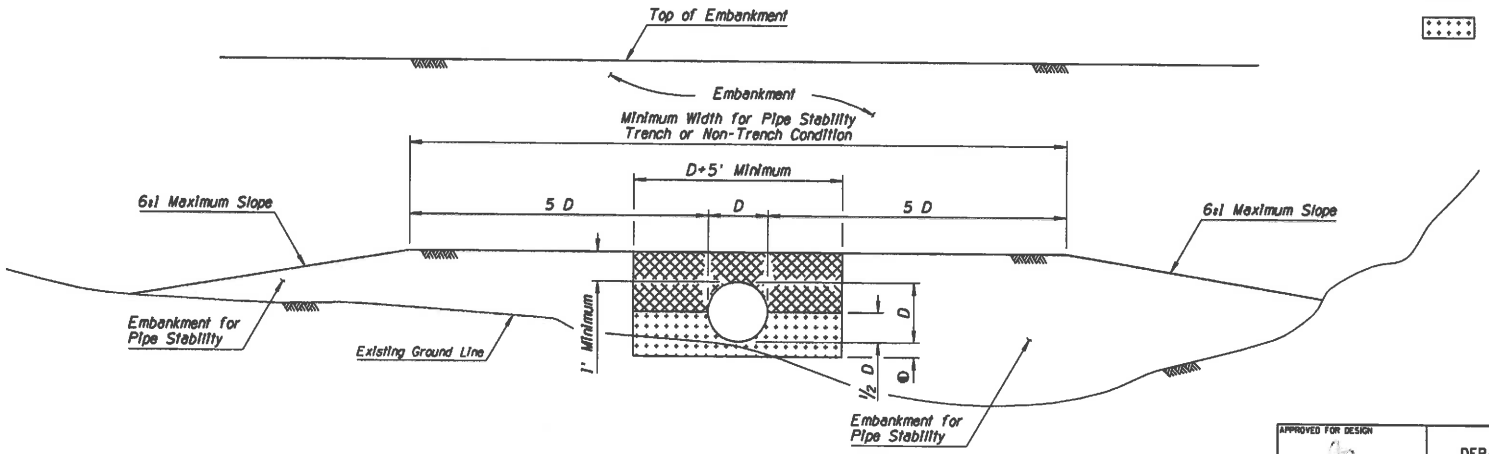
① For D ≥ than 4': D + 1' each side, minimum
D + 3' each side, maximum

◐ - 6 inches except when on unyielding or unstable material. See Std Specs.

TRENCH BACKFILL

PIPE BACKFILL

BEDDING



NON-TRENCH CONDITION

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR DISTRIBUTION	TYPICAL PIPE INSTALLATION	DRAWING NO. C-13.15

APPENDIX B

(PROJECT PLANS)

IMPROVEMENT PLANS FOR

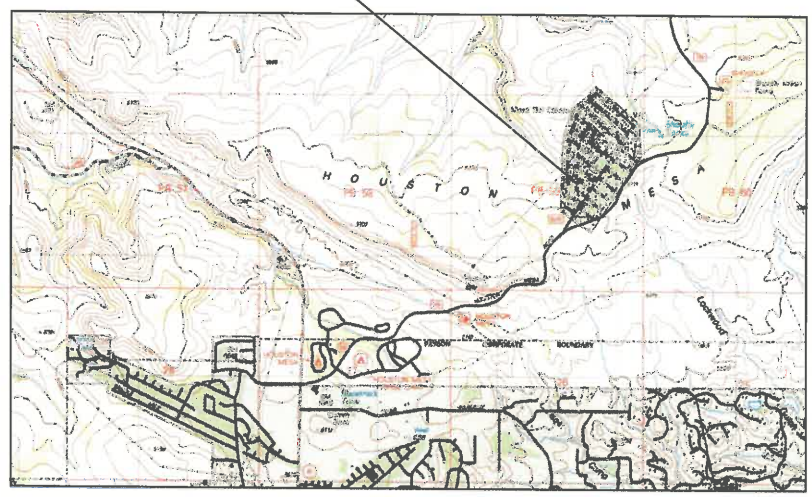
MESA DEL CABALLO SUBDIVISION ROADS

GILA COUNTY BOARD OF SUPERVISORS

CHAIRMAN	MICHAEL A. PASTOR	DISTRICT II
VICE CHAIRMAN	TOMMIE CLINE MARTIN	DISTRICT I
MEMBER	JOHN D. MARCANTI	DISTRICT III

COUNTY MANAGER
DON E. MCDANIEL JR.

PUBLIC WORKS DIVISION DIRECTOR
STEVE SANDERS



VICINITY MAP SECTION 23, TOWNSHIP 11N, RANGE 10E N.T.S.

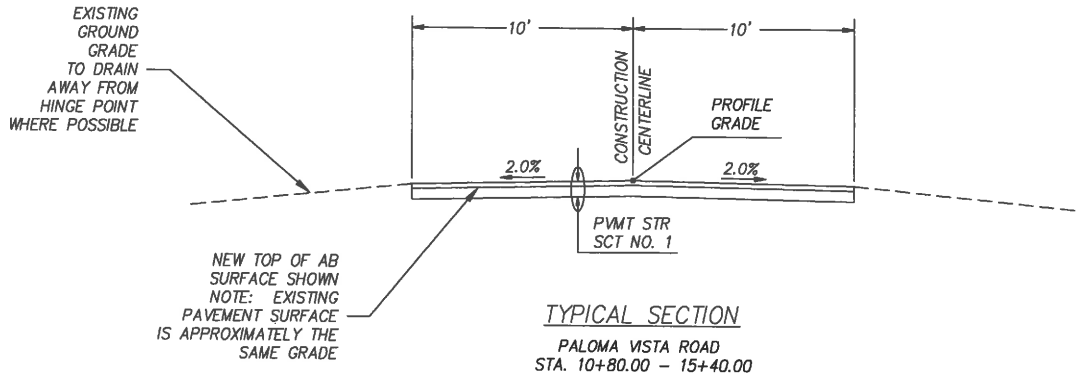
INDEX OF SHEETS

SHEET NO.	SHEET TYPE	DWG NO.
SHEET 1	COVER	C1
SHEET 2	TYPICAL SECT. & DESIGN	T1
SHEET 3	GEOMETRIC SHEET	G1
SHEET 4–6	PLAN SHEETS	P1–P3
SHEET 7–9	PROFILE SHEETS	PR1–PR3
SHEET 10–15	DETAIL SHEETS	D1–D6

GILA COUNTY CONTACT

ATTN: MARK GUERENA, COUNTY ENGINEER
GILA COUNTY PUBLIC WORKS DIVISION
745 NORTH ROSE MOFFORD WAY
GLOBE, ARIZONA 85501
PH: 928-402-8507

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
COVER SHEET		
DRAWN BY: MCG	DATE: 10-22-2015	DWG NO. C1
SCALE: N.T.S.	JOB NO. GC2014-02	

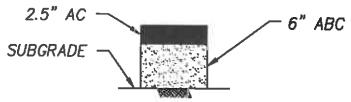


TYPICAL SECTION

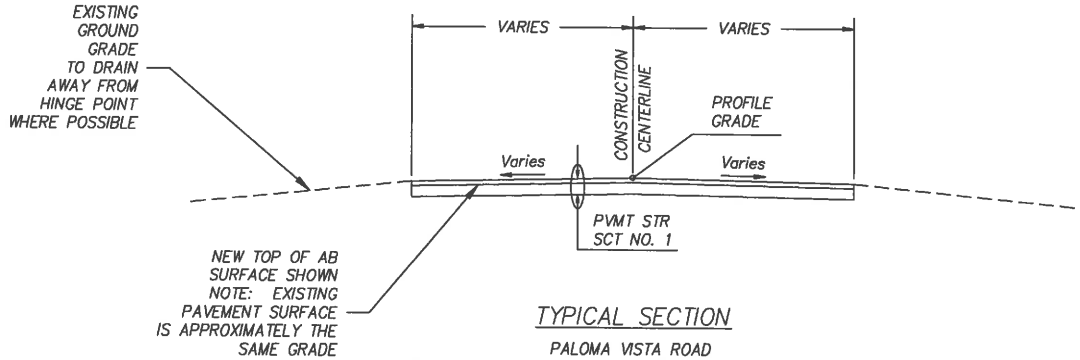
PALOMA VISTA ROAD
STA. 10+80.00 – 15+40.00
STA. 16+50.00 – 18+50.00

SEPIA ROAD
STA. 30+80.00 – 34+00.00

BARRANCA ROAD
STA. 50+80.00 – 55+65.00
STA. 57+05.44 – 58+10.00



PAVEMENT STRUCTURAL SECTION NO. 1



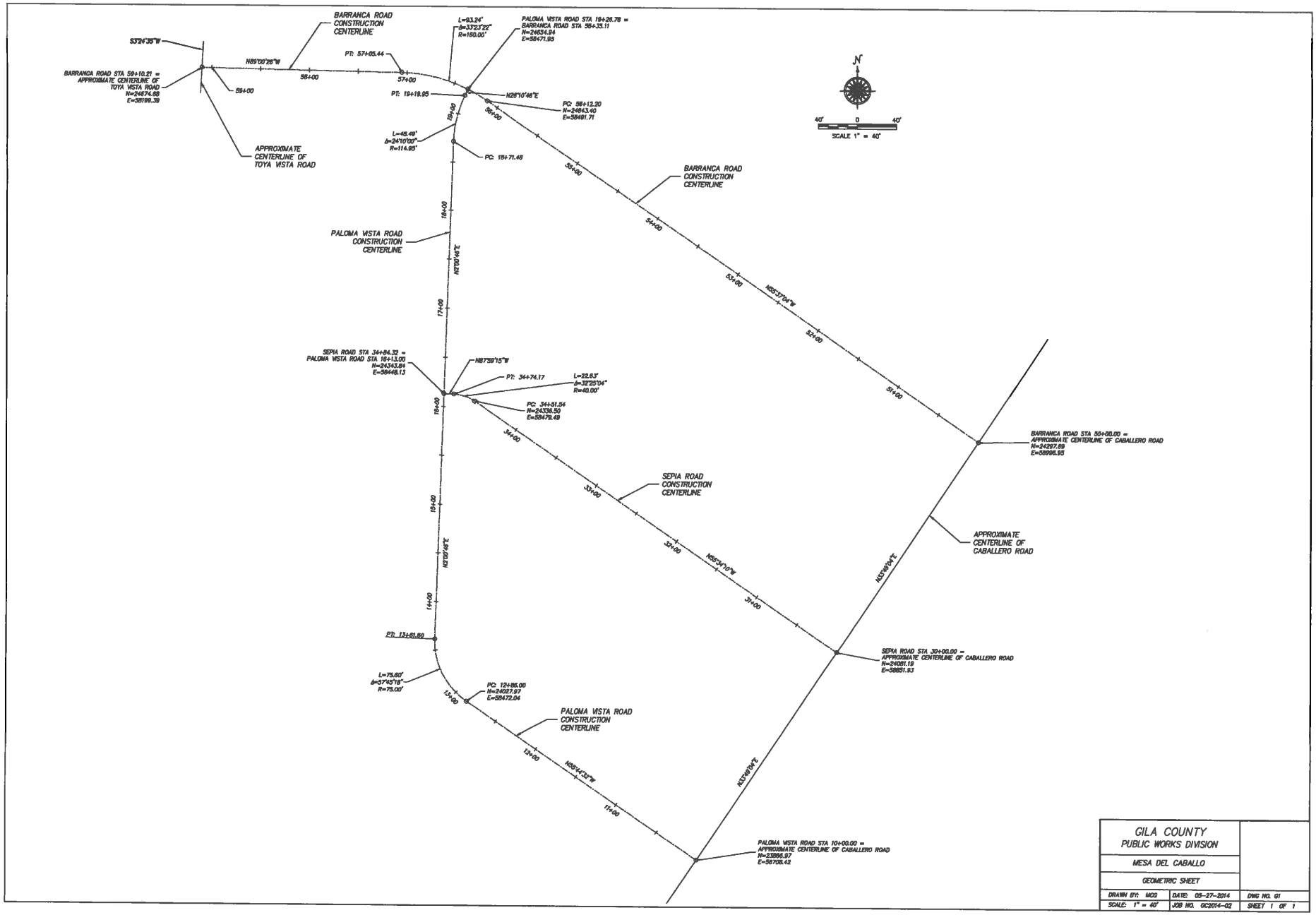
TYPICAL SECTION

PALOMA VISTA ROAD
STA. 10+10.00 – 10+80.00 (SEE DETAIL F, DWG NO. D6)
STA. 15+40.00 – 16+50.00 (SEE DETAIL C, DWG NO. D3)
STA. 18+50.00 – 19+26.78 (SEE DETAIL B, DWG NO. D2)

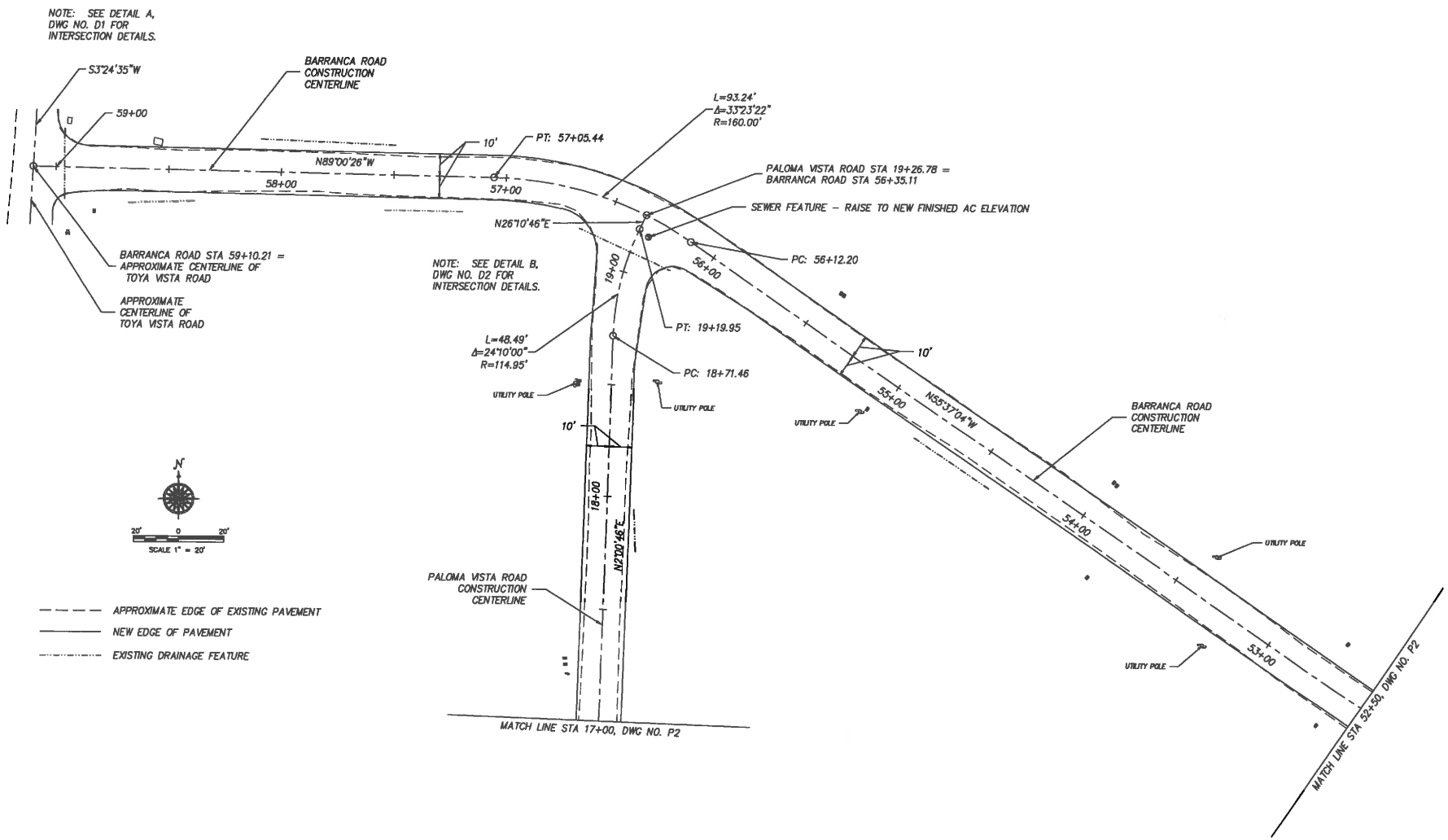
SEPIA ROAD
STA. 30+10.00 – 30+80.00 (SEE DETAIL E, DWG NO. D5)
STA. 34+00.00 – 34+84.32 (SEE DETAIL C, DWG NO. D3)

BARRANCA ROAD
STA. 50+10.00 – 50+80.00 (SEE DETAIL D, DWG NO. D4)
STA. 55+65.00 – 57+05.44 (SEE DETAIL B, DWG NO. D2)
STA. 58+10.00 – 59+01.51 (SEE DETAIL A, DWG NO. D1)

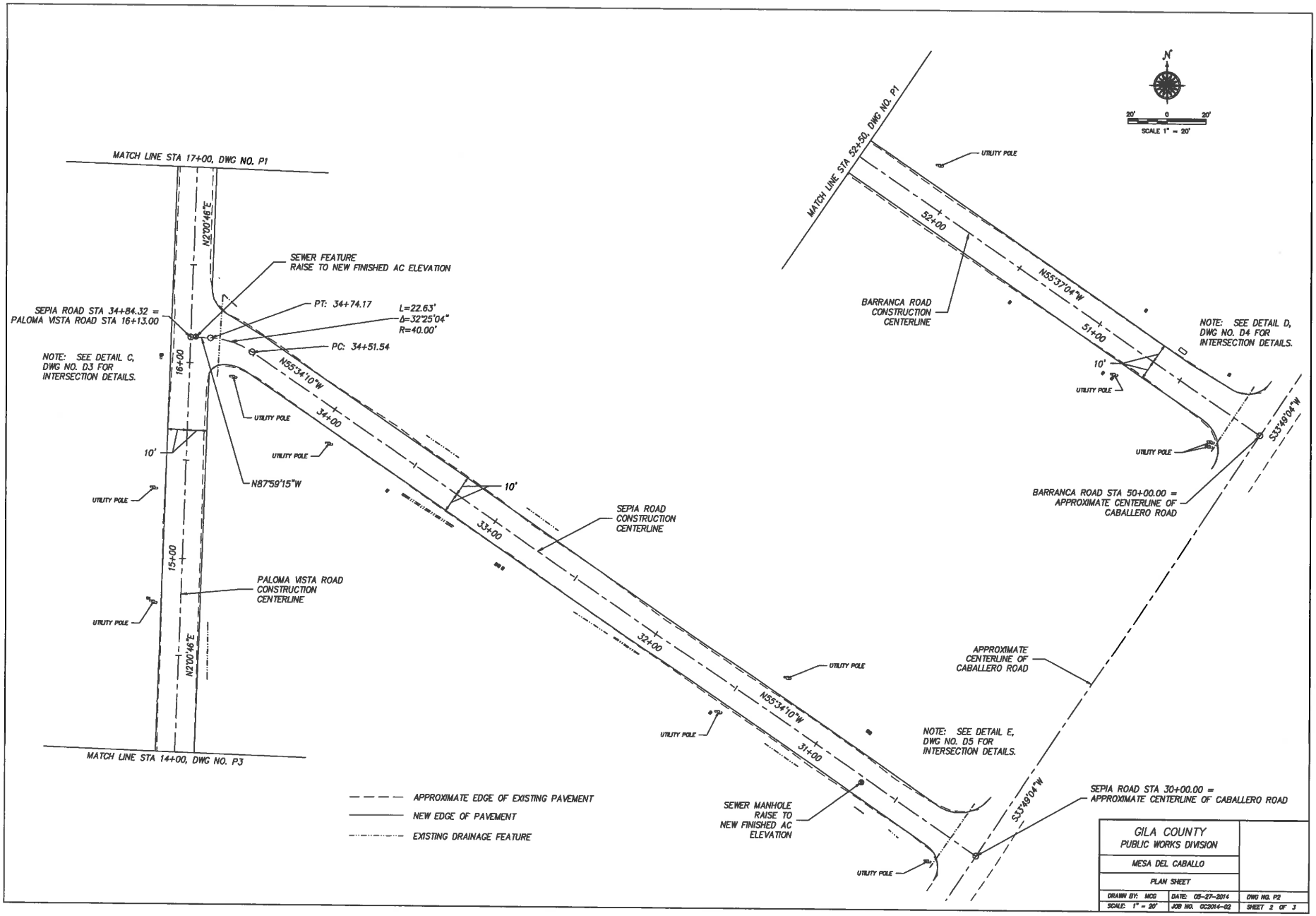
GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
TYPICAL SECTION/DESIGN SHEET		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. T1
SCALE:	JOB NO. GC2014-02	SHEET 1 OF 1

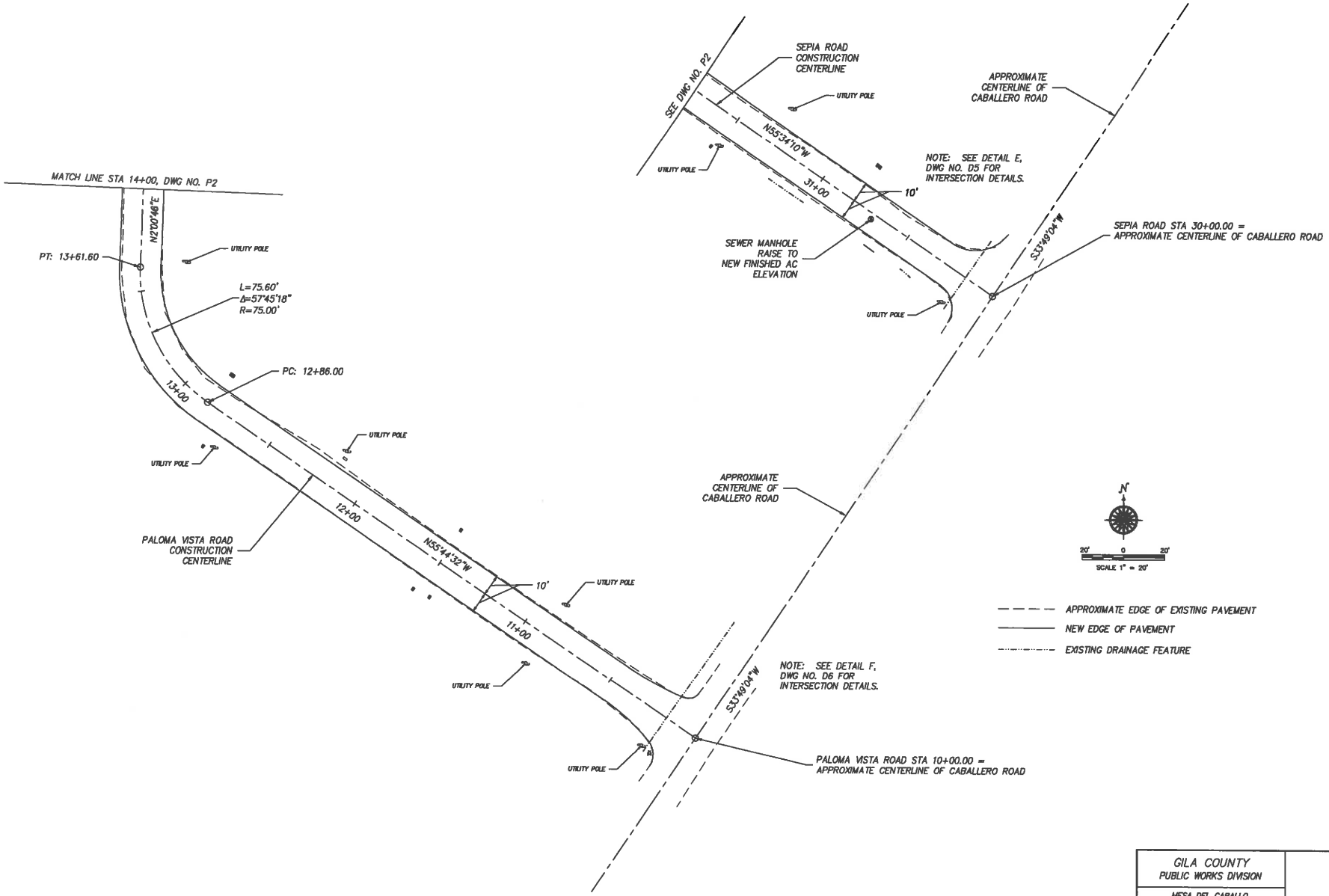


GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
GEOMETRIC SHEET		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. 01
SCALE: 1" = 40'	JOB NO. GC2014-02	SHEET 1 OF 1

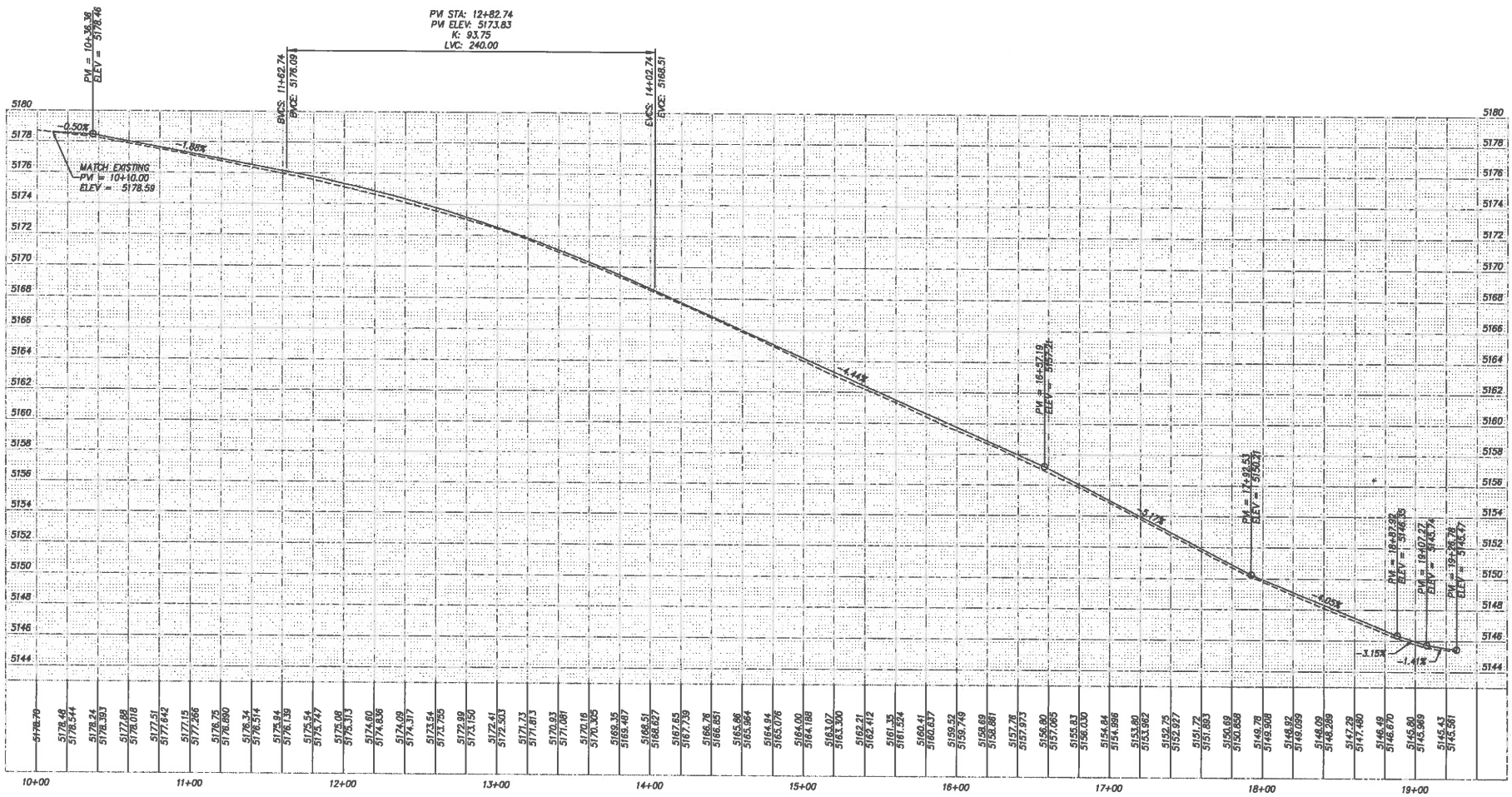


GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
PLAN SHEET		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. P1
SCALE: 1" = 20'	JOB NO. GC2014-02	SHEET 1 OF 3


MATCH LINE STA 17+00, DWG NO. P1
N2°00'46"E
SEWER FEATURE
RAISE TO NEW FINISHED AC ELEVATION
SEPIA ROAD STA 34+84.32 =
PALOMA VISTA ROAD STA 16+13.00
PT: 34+74.17
L=22.63'
Δ=32°25'04"
R=40.00'
PC: 34+51.54
NOTE: SEE DETAIL C,
DWG NO. D3 FOR
INTERSECTION DETAILS.
16+00
N55°34'10"W
34+00
UTILITY POLE
10'
N87°59'15"W
33+00
SEPIA ROAD
CONSTRUCTION
CENTERLINE
15+00
PALOMA VISTA ROAD
CONSTRUCTION
CENTERLINE
32+00
N2°00'46"E
MATCH LINE STA 14+00, DWG NO. P3
APPROXIMATE EDGE OF EXISTING PAVEMENT
NEW EDGE OF PAVEMENT
EXISTING DRAINAGE FEATURE
MATCH LINE STA 52+50, DWG NO. P1
52+00
N55°37'04"W
51+00
BARRANCA ROAD
CONSTRUCTION
CENTERLINE
NOTE: SEE DETAIL D,
DWG NO. D4 FOR
INTERSECTION DETAILS.
S33°49'04"W
BARRANCA ROAD STA 50+00.00 =
APPROXIMATE CENTERLINE OF
CABALLERO ROAD
APPROXIMATE
CENTERLINE OF
CABALLERO ROAD
N55°34'10"W
31+00
NOTE: SEE DETAIL E,
DWG NO. D5 FOR
INTERSECTION DETAILS.
SEWER MANHOLE
RAISE TO
NEW FINISHED AC
ELEVATION
SEPIA ROAD STA 30+00.00 =
APPROXIMATE CENTERLINE OF CABALLERO ROAD
N
20' 0 20'
SCALE 1" = 20'
GILA COUNTY
PUBLIC WORKS DIVISION
MESA DEL CABALLO
PLAN SHEET
DRAWN BY: MCG
DATE: 05-27-2014
DWG NO. P2
SCALE: 1" = 20'
JOB NO. GC2014-02
SHEET 2 OF 3



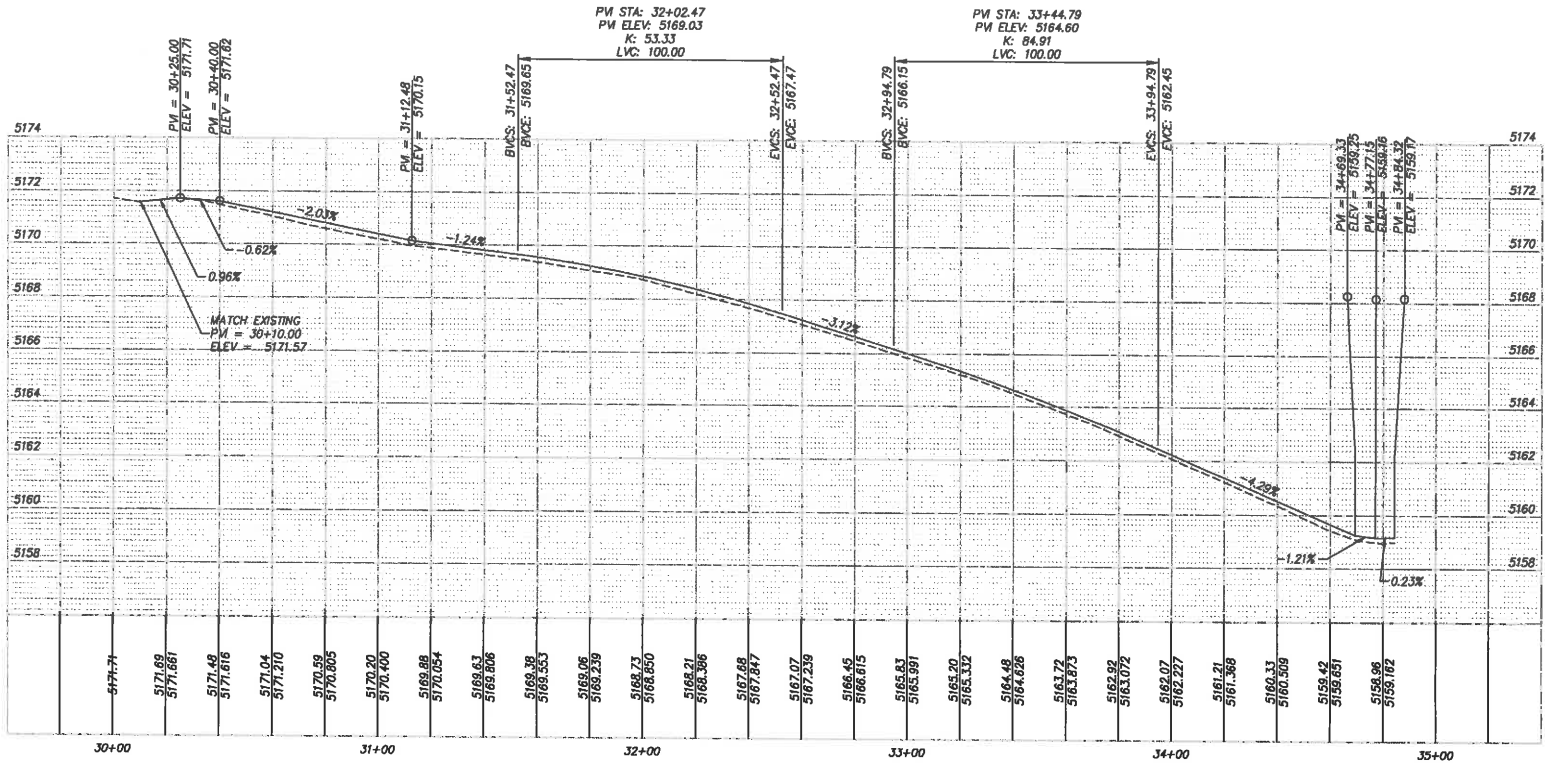
GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
PLAN SHEET		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. P3
SCALE: 1" = 20'	JOB NO. GC2014-02	SHEET 3 OF 3



Alignment – Paloma Vista PROFILE

----- EXISTING GROUND
——— FINISHED GRADE LINE

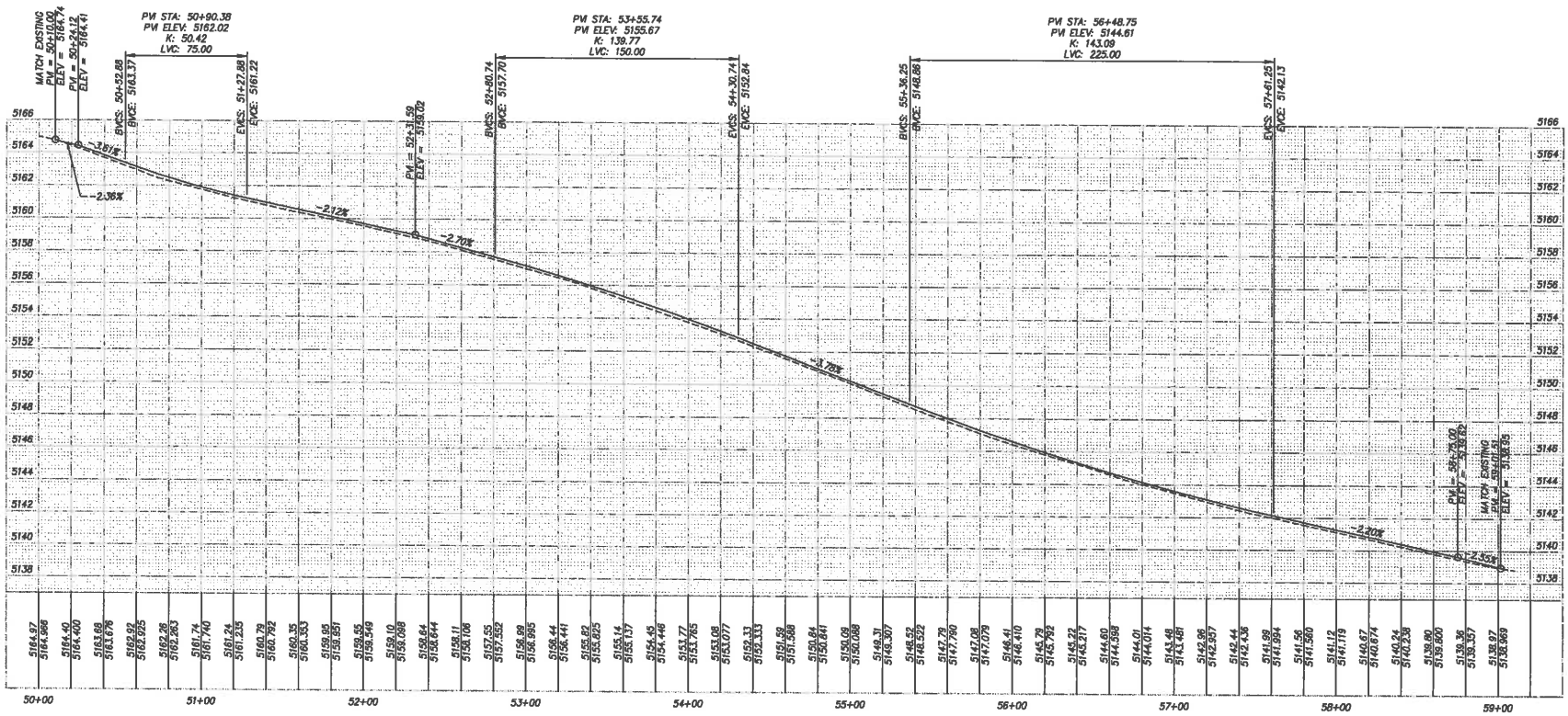
GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
PALOMA VISTA PROFILE		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. PRI
SCALE:	JOB NO. GC2014-02	SHEET 1 OF 3



Alignment – Sepia PROFILE

---- EXISTING GROUND
—— FINISHED GRADE LINE

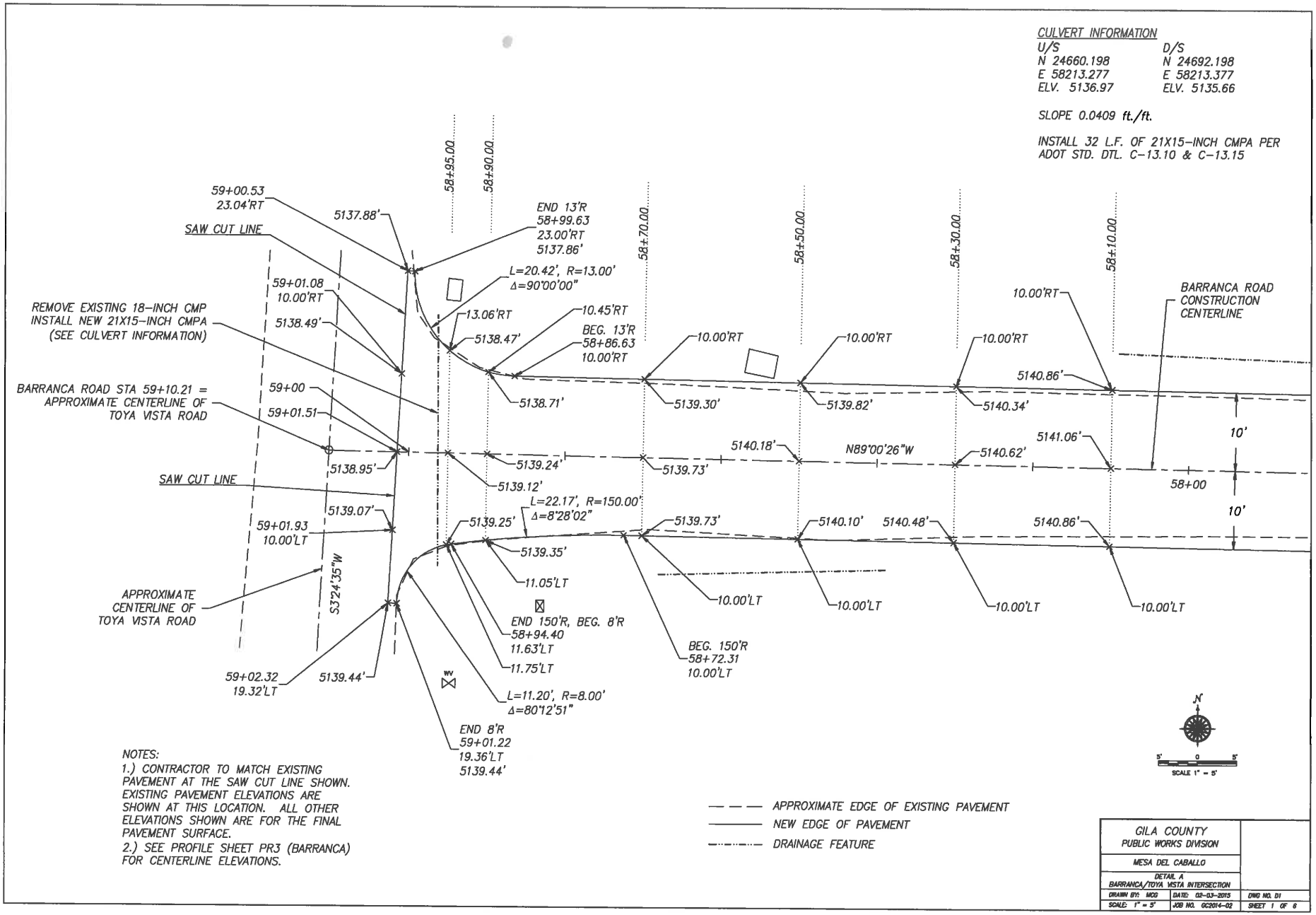
GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
SEPIA PROFILE		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. PR2
SCALE:	JOB NO. GC2014-02	SHEET 2 OF 3



Alignment – Barranca PROFILE

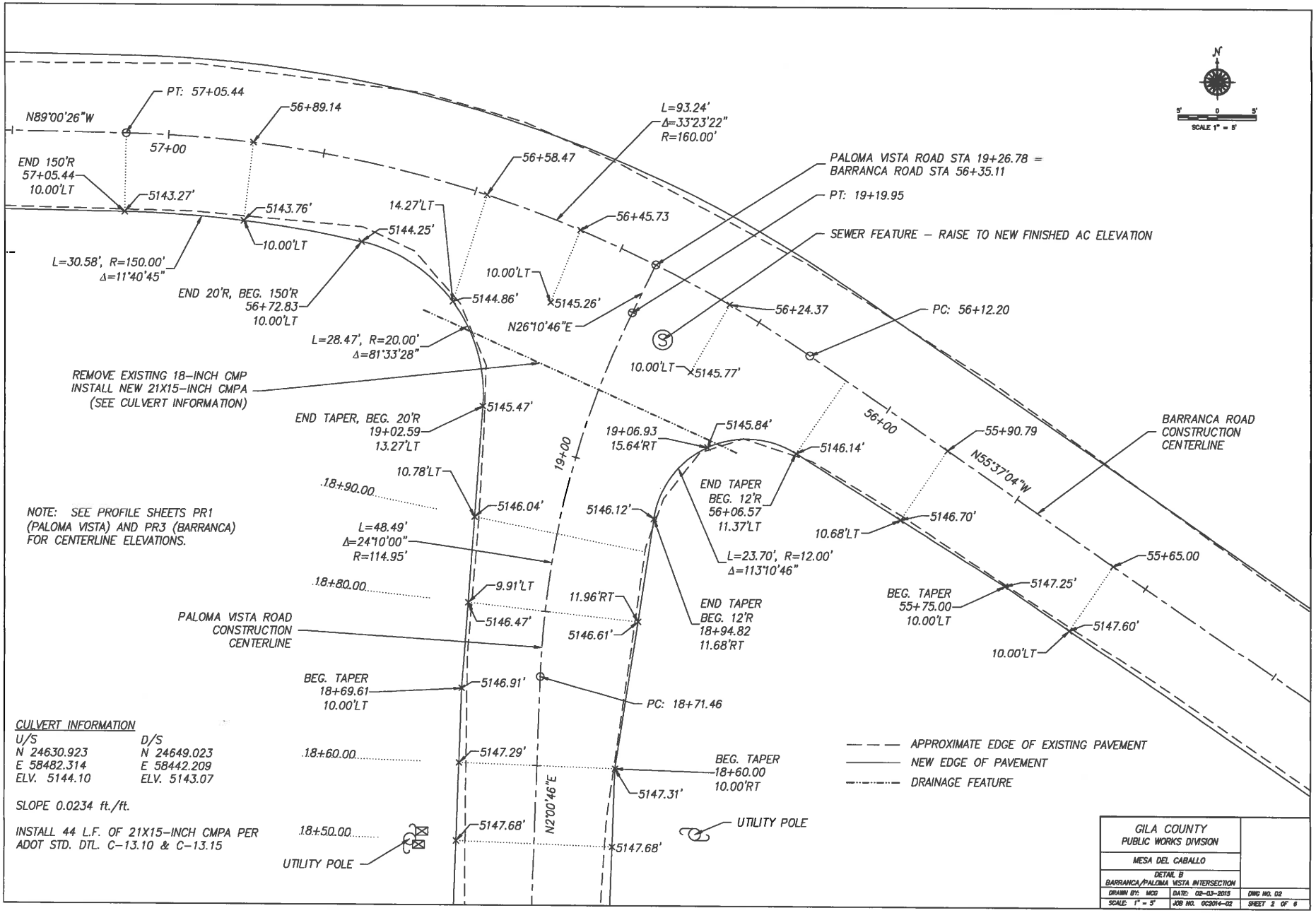
----- EXISTING GROUND
——— FINISHED GRADE LINE

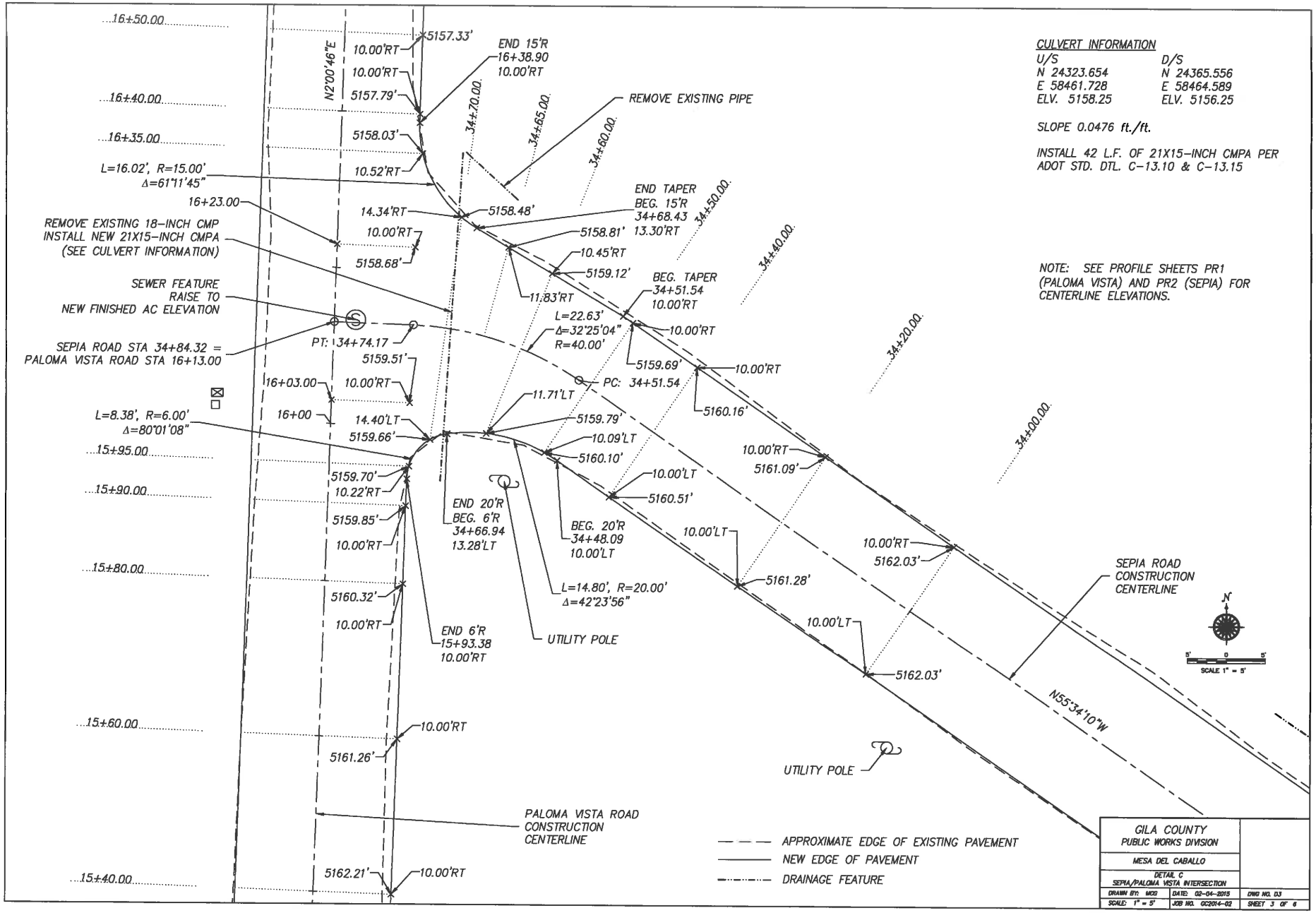
GILA COUNTY PUBLIC WORKS DIVISION	
MESA DEL CABALLO	
BARRANCA PROFILE	
DRAWN BY: MCG / DATE: 05-27-2014	DWG NO. PR3
SCALE: / JOB NO. GC2014-02	SHEET 3 OF 3



NOTES:
1.) CONTRACTOR TO MATCH EXISTING PAVEMENT AT THE SAW CUT LINE SHOWN. EXISTING PAVEMENT ELEVATIONS ARE SHOWN AT THIS LOCATION. ALL OTHER ELEVATIONS SHOWN ARE FOR THE FINAL PAVEMENT SURFACE.
2.) SEE PROFILE SHEET PR3 (BARRANCA) FOR CENTERLINE ELEVATIONS.

GILA COUNTY PUBLIC WORKS DIVISION	
MESA DEL CABALLO	
DETAIL A BARRANCA/TOYA VISTA INTERSECTION	
DRAWN BY: MCG / DATE: 02-03-2015	DWG NO. D1
SCALE: 1" = 5' / JOB NO. GC2014-02	SHEET 1 OF 8


N
5' 0 5'
SCALE 1" = 5'
N89°00'26"W
PT: 57+05.44
56+89.14
57+00
END 150'R
57+05.44
10.00'LT
5143.27'
5143.76'
10.00'LT
L=30.58', R=150.00'
Δ=11°40'45"
END 20'R, BEG. 150'R
56+72.83
10.00'LT
5144.25'
14.27'LT
5144.86'
L=28.47', R=20.00'
Δ=81°33'28"
REMOVE EXISTING 18-INCH CMP
INSTALL NEW 21X15-INCH CMPA
(SEE CULVERT INFORMATION)
END TAPER, BEG. 20'R
19+02.59
13.27'LT
5145.47'
10.78'LT
18+90.00
5146.04'
L=48.49'
Δ=24°10'00"
R=114.95'
18+80.00
9.91'LT
5146.47'
PALOMA VISTA ROAD
CONSTRUCTION
CENTERLINE
BEG. TAPER
18+69.61
10.00'LT
5146.91'
18+60.00
5147.29'
18+50.00
5147.68'
UTILITY POLE
NOTE: SEE PROFILE SHEETS PR1
(PALOMA VISTA) AND PR3 (BARRANCA)
FOR CENTERLINE ELEVATIONS.
CULVERT INFORMATION
U/S
N 24630.923
E 58482.314
ELV. 5144.10
D/S
N 24649.023
E 58442.209
ELV. 5143.07
SLOPE 0.0234 ft./ft.
INSTALL 44 L.F. OF 21X15-INCH CMPA PER
ADOT STD. DTL. C-13.10 & C-13.15
56+58.47
L=93.24'
Δ=33°23'22"
R=160.00'
56+45.73
10.00'LT
5145.26'
N26°10'46"E
19+00
N2°00'46"E
56+24.37
10.00'LT
5145.77'
PALOMA VISTA ROAD STA 19+26.78 =
BARRANCA ROAD STA 56+35.11
PT: 19+19.95
SEWER FEATURE – RAISE TO NEW FINISHED AC ELEVATION
PC: 56+12.20
56+00
19+06.93
15.64'RT
5145.84'
5146.14'
END TAPER
BEG. 12'R
56+06.57
11.37'LT
5146.12'
L=23.70', R=12.00'
Δ=113°10'46"
END TAPER
BEG. 12'R
18+94.82
11.68'RT
11.96'RT
5146.61'
BEG. TAPER
18+60.00
10.00'RT
5147.31'
5147.68'
PC: 18+71.46
N55°37'04"W
55+90.79
10.68'LT
5146.70'
BEG. TAPER
55+75.00
10.00'LT
5147.25'
55+65.00
5147.60'
10.00'LT
BARRANCA ROAD
CONSTRUCTION
CENTERLINE
APPROXIMATE EDGE OF EXISTING PAVEMENT
NEW EDGE OF PAVEMENT
DRAINAGE FEATURE
GILA COUNTY
PUBLIC WORKS DIVISION
MESA DEL CABALLO
DETAIL B
BARRANCA/PALOMA VISTA INTERSECTION
DRAWN BY: MCG
DATE: 02-03-2015
DWG NO. 02
SCALE: 1" = 5'
JOB NO. GC2014-02
SHEET 2 OF 6



CULVERT INFORMATION

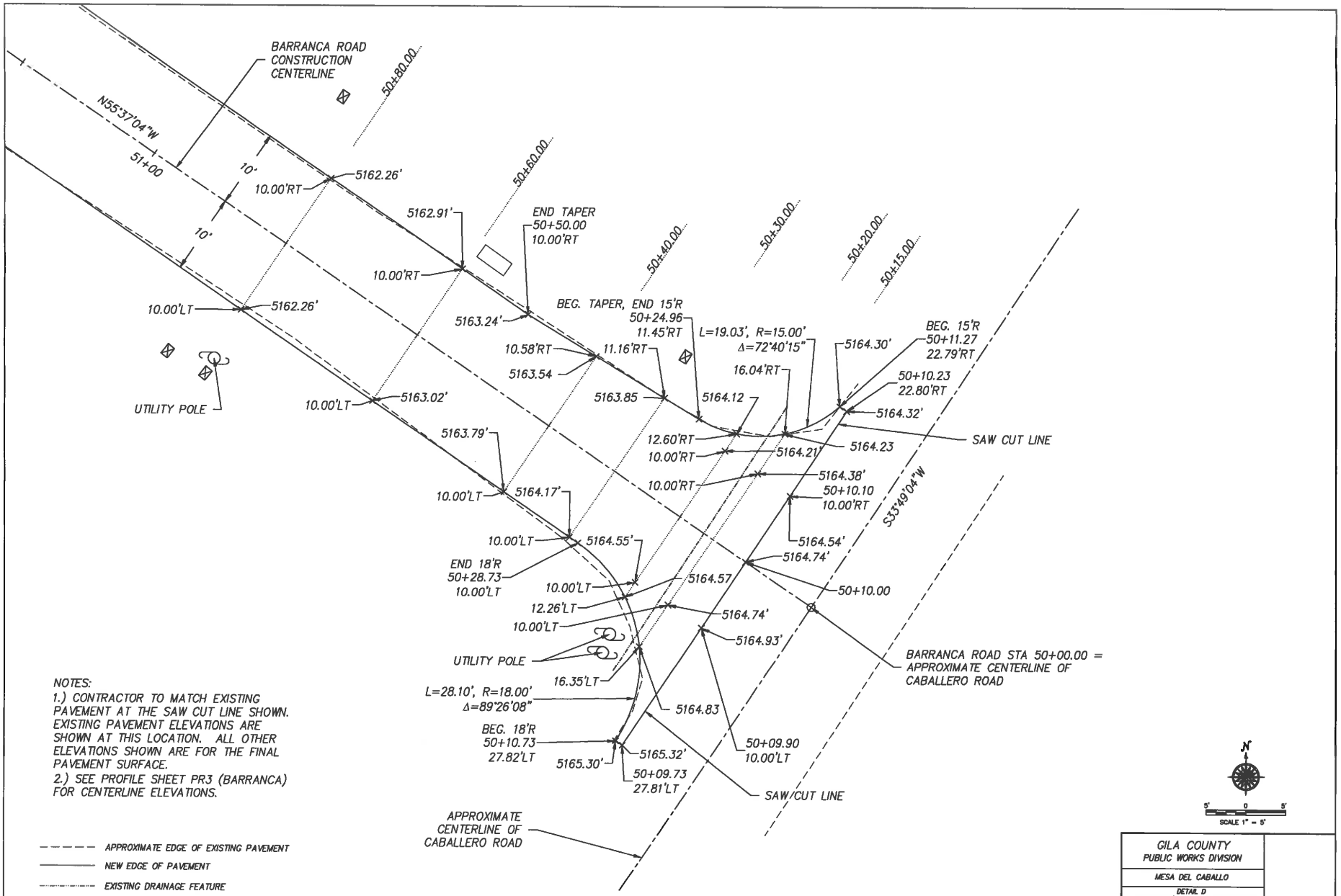
U/S	D/S
N 24323.654	N 24365.556
E 58461.728	E 58464.589
ELV. 5158.25	ELV. 5156.25

SLOPE 0.0476 ft./ft.

INSTALL 42 L.F. OF 21X15-INCH CMPA PER ADOT STD. DTL. C-13.10 & C-13.15

NOTE: SEE PROFILE SHEETS PR1 (PALOMA VISTA) AND PR2 (SEPIA) FOR CENTERLINE ELEVATIONS.

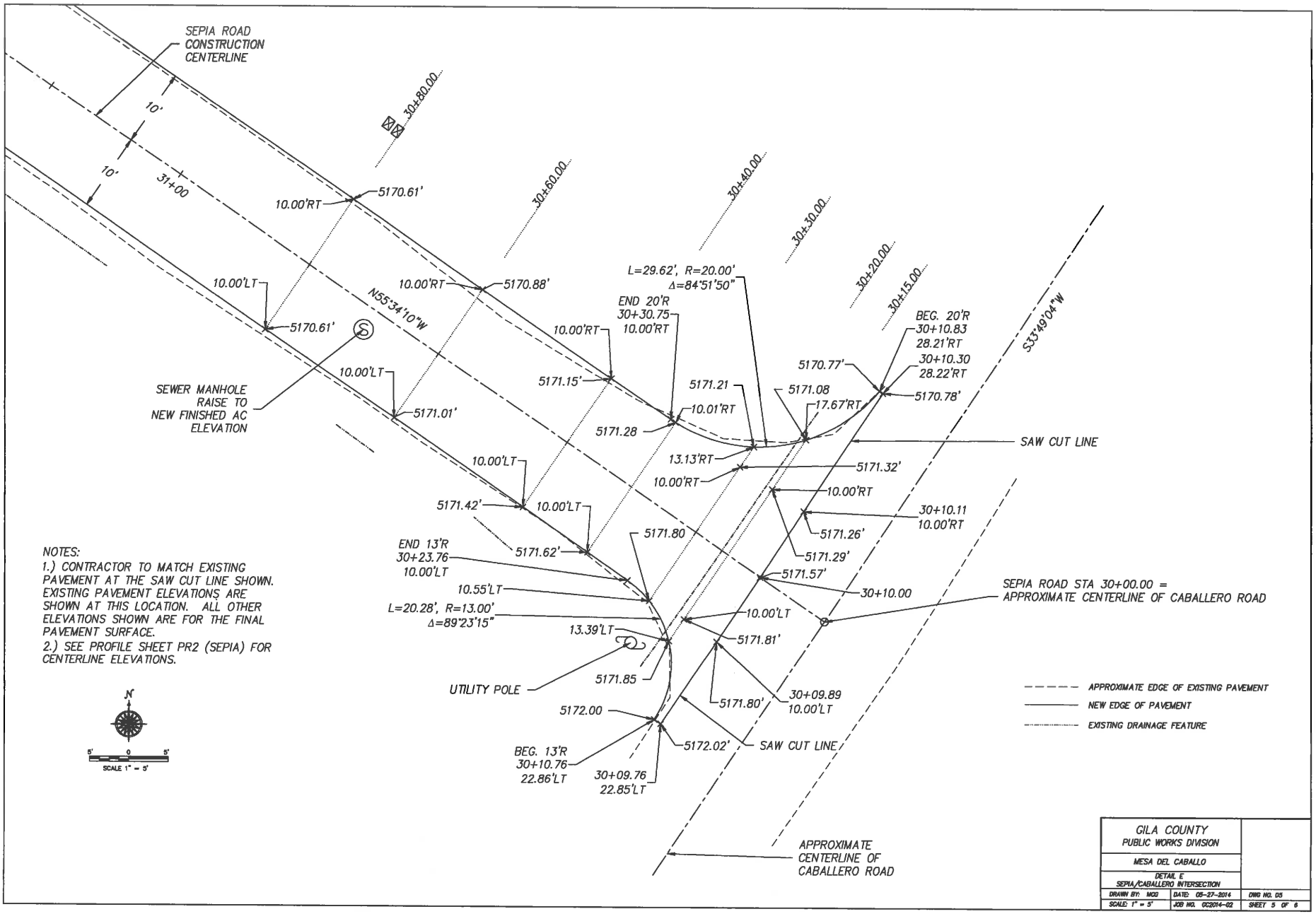
GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL C SEPIA/PALOMA VISTA INTERSECTION		
DRAWN BY: MCG	DATE: 02-04-2015	DWG NO. D3
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 3 OF 6



NOTES:
1.) CONTRACTOR TO MATCH EXISTING PAVEMENT AT THE SAW CUT LINE SHOWN. EXISTING PAVEMENT ELEVATIONS ARE SHOWN AT THIS LOCATION. ALL OTHER ELEVATIONS SHOWN ARE FOR THE FINAL PAVEMENT SURFACE.
2.) SEE PROFILE SHEET PR3 (BARRANCA) FOR CENTERLINE ELEVATIONS.

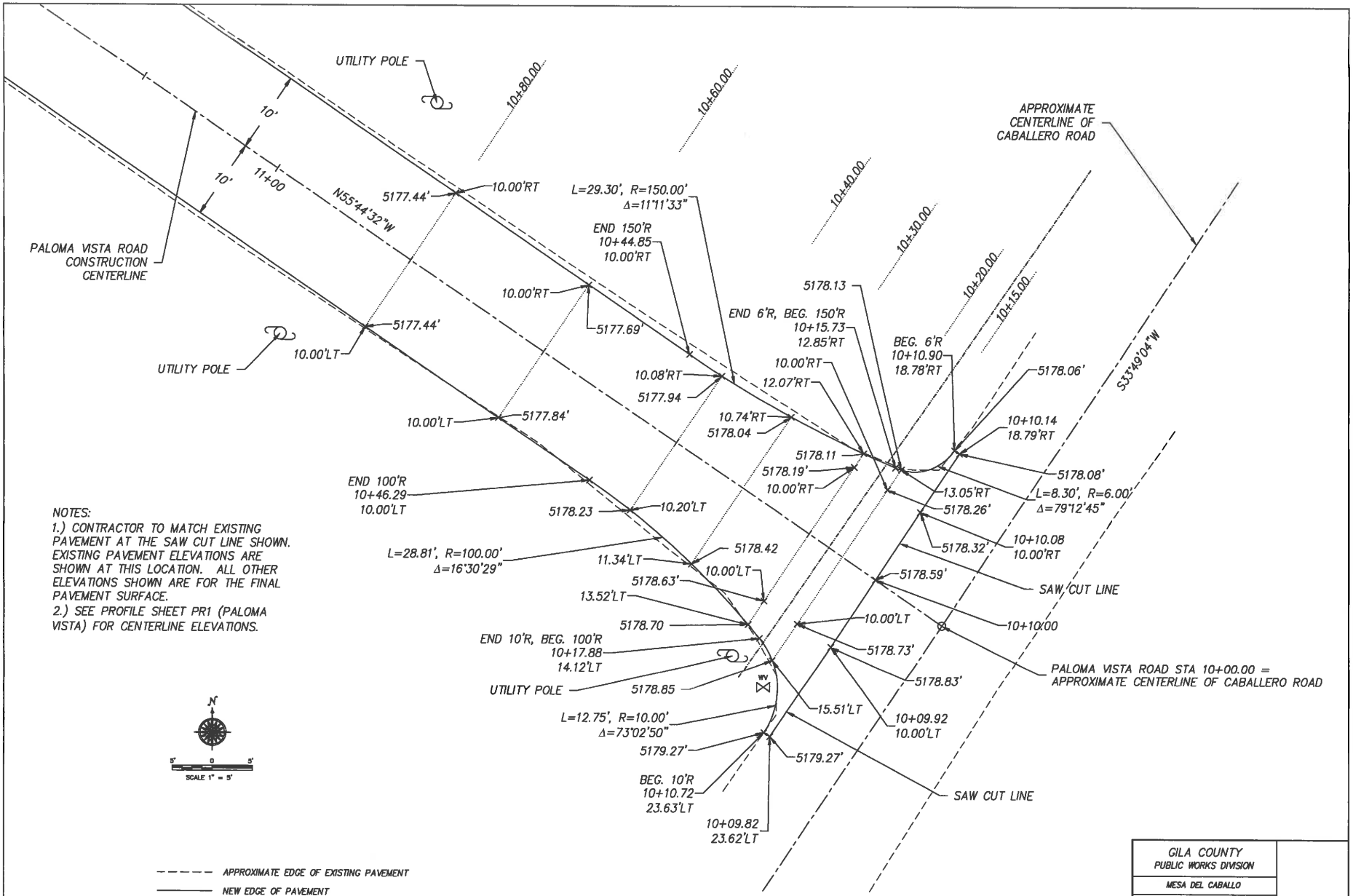
- - - - - APPROXIMATE EDGE OF EXISTING PAVEMENT
——— NEW EDGE OF PAVEMENT
-·-·- EXISTING DRAINAGE FEATURE

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL D BARRANCA/CABALLERO INTERSECTION		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. D4
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 4 OF 8



NOTES:
1.) CONTRACTOR TO MATCH EXISTING PAVEMENT AT THE SAW CUT LINE SHOWN. EXISTING PAVEMENT ELEVATIONS ARE SHOWN AT THIS LOCATION. ALL OTHER ELEVATIONS SHOWN ARE FOR THE FINAL PAVEMENT SURFACE.
2.) SEE PROFILE SHEET PR2 (SEPIA) FOR CENTERLINE ELEVATIONS.

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL E SEPIA/CABALLERO INTERSECTION		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. D5
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 5 OF 6



NOTES:
1.) CONTRACTOR TO MATCH EXISTING PAVEMENT AT THE SAW CUT LINE SHOWN. EXISTING PAVEMENT ELEVATIONS ARE SHOWN AT THIS LOCATION. ALL OTHER ELEVATIONS SHOWN ARE FOR THE FINAL PAVEMENT SURFACE.
2.) SEE PROFILE SHEET PR1 (PALOMA VISTA) FOR CENTERLINE ELEVATIONS.

GILA COUNTY PUBLIC WORKS DIVISION		
MESA DEL CABALLO		
DETAIL F PALOMA VISTA/CABALLERO INTERSECTION		
DRAWN BY: MCG	DATE: 05-27-2014	DWG NO. D6
SCALE: 1" = 5'	JOB NO. GC2014-02	SHEET 6 OF 6

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 011516 Mesa Del Caballo Street Improvements Project, Payson, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of Alliance Streetworks, 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 (60) Calendar Days from the commencement date as specified on the Notice to Proceed,** and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: Alliance Streetworks, Inc.

Corporate Address: 3905 Old hwy. 279 Camp Verde, Az 86322

Incorporated under the laws of the State of : California

By (Signature): Ronald P. Gardner **Date:** 3/21/16

President: Ronald P. Gardner

Secretary: Ronald P. Gardner

Treasurer: George Boydajieff

Proposal continued...

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

_____

_____

_____

_____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE (BS-1 to BS-2)

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: Alliance Streetworks, Inc.

TOTAL CONTRACT PRICE, for the sum of $ 149,973.72

WRITTEN TOTAL CONTRACT PRICE

One hundred fourty nine thousand, nine hundred Seventy three dollars **Dollars**
and 72/100 **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 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.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L.SUM	1	2,950.00	2,950.00
202	Removal of Structures and Obstructions	L.SUM	1	8,142.26	8,142.26
205	Grading Roadway for Pavement	SQ.YD.	5200	2.36	12,272.00
303	Aggregate Base, Class 2	CU.YD.	870	25.96	22,585.20
409	Asphaltic Concrete (Misc. Structural)	Ton	715	86.14	61,590.10
501	Pipe, Corrugated Metal, 21"x15"	L.FT	118	40.12	4,734.16
701	Maintenance and Protection of Traffic	L.SUM	1	4130.00	4,130.00
810	Erosion Control and Pollution Prevention	L.SUM	1	3,540.00	3,540.00
901	Mobilization	L.SUM	1	5,900.00	5,900.00
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	$20,000.00	$20,000.00
925	Construction Surveying and Layout	L.SUM	1	4130.00	4,130.00

Total Base Bid 149,973.72

GILA COUNTY

Bond No. CSBA-1577

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Alliance Streetworks, Inc.

as Principal, hereinafter called the Principal, and North American Specialty Insurance Company

a corporation duly organized under the laws of the State of New Hampshire

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. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT, PHASE I

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: March 14th, 2016

Principal Alliance Streetworks, Inc.

By Rudd P Ayala

Title President

Surety North American Specialty Insurance Company

By Attorney-in-Fact Arturo Ayala
1411 N. Batavia St., Suite 201
Orange, CA 92867
Address, Attorney-in-Fact
Subscribed and sworn to before me this ____ day of _____, 20____

My commission expires: _____

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On 3/14/16 (Date) before me, Susan Pugh (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Arturo Ayala (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Susan Pugh
Signature of Notary Public

SUSAN PUGH
COMM. #2105405
Notary Public-California
ORANGE COUNTY
My Comm. Expires Apr 29, 2019
FRS3

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 3/14/16 Number of Pages: One

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Arturo Ayala
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Bond No. CSBA-1577

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

DANIEL HUCKABAY, ARTURO AYALA, ANDREW WATERBURY, DWIGHT REILLY, SHAUNNA BURCHFIEL, and MICHAEL CASTANEDA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By _____
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this this 11th day of March, 20 16.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 11th day of March, 20 16, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M KENNY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/04/2017

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of March, 20 16.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 011516-MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
   Alliance Streetworks, Inc.
   3905 Old hwy. 279
   Camp Verde, Az 86322 Ph: 928-567-8696

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

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

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

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Bid Schedule, 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:** 87%
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 256751A

Ronald P. Gardner
Signature of Authorized Representative

Ronald P. Gardner
Printed Name

President
Title

GILA COUNTY
REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References
Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Yavapai County
   Contact: Bert Miller
   Phone: 928.713.5784 / 928.771.3183
   Address: 1100 Commerce, Prescott Az
2. **Company:** Yavapai Apache Nation
   Contact: David Schriener.
   Phone: 1500 E. Cherry Creek Rd.
   Address: 970.989.5537 Camp Verde, Az 86322
3. **Company:** Maricopa County
   Contact: Bill Grimmes
   Phone: 602.506.8666 7
   Address: 2919 W. Durango St. Phoenix Az 85009
4. **Company:** Town of Prescott Valley
   Contact: Ron Pine
   Phone: 928.759.3035
   Address: 7501 E. Civic Circle Prescott Valley Az 86314

Alliance Streetworks, Inc.
Name of Business

Signature of Authorized Representative

President
Title

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: Yavapai)

Ronald P. Gardner
(Name of Individual)
being first duly sworn, deposes and says:

That he is President
(Title)
of Alliance Streetworks, Inc. and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 011516, MESA DEL CABALLO STREET IMROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said Alliance Streetworks, 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.

Alliance Streetworks, Inc.
Name of Business

Ronald P. Gardner
By RONALD P. GARDNER

PRESIDENT
Title

STEPHANIE OSTLER
Notary Public - Arizona
Yavapai County
My Commission Expires
January 17, 2020

Subscribed and sworn to before me this 21st **day of** March, **20** 16.

Stephanie Ostler
Notary Public

My Commission expires: 01.17.2020

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of **Invitation for Bid No. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I,** 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.

Alliance Streetworks, Inc.
Name of Business

Ronald P. Gardner
Signature of Authorized Representative

RONALD P. GARDNER
PRESIDENT
Title

BIDDERS CHECKLIST (CK-1)

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 AND 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 and Date	RP				

Signed and dated this 21st day of March, 2016.

Alliance Streetworks Inc

CONTRACTOR:

Ruld P [signature]

BY: PRESIDENT

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, Payson, Arizona, Bid No. 011516.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501,** on or before **Wednesday, March 23, 2016.**

GILA COUNTY
CONTRACT NO. 011516 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, **2016**, 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. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 011516 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "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 Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Contract continued...

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

Contract continued...

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

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

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

B. **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 **Jeannie Sgroi, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Contract continued...

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 **Jeannie Sgroi, Contracts Administrator, 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:

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **60 Calendar Days of the commencement date as specified on the Notice To Proceed**.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM	DAILY CHARGE PER CALENDAR DAY
All work not complete within the above specified time after start of work.	**$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 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before ***thirty (30) days*** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Contract continued...

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act **(Public Law 101-336, 42 U.S.C. 12101-12213)** and applicable Federal regulations under the Act.

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

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

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

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

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

Contract continued...

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

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 $ 149,973.72 **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:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I
CONTRACT NO. 011516

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman, Board of Supervisors

CONTRACTOR:

_____
Contractor Signature

RONALD P. GARDNER
Print Name

_____
Witness (If Contractor is Individual)

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

STATUTORY PERFORMANCE BOND (CPB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal,

and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____

Principal **Seal**

_____ _____

Surety **Seal** **By:**

_____ _____

Agency of Record **By:**

_____ _____

Arizona Countersignature **Agency Address**

_____

Address

_____

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)

PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal,

and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____
Principal **Seal**

_____ _____
Surety **Seal** **By:**

_____ _____
Agency of Record **By:**

_____ _____
Arizona Countersignature **Agency Address**

_____
Address

_____
Phone Number

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY (CPW-1)

I, RONALD P. GARDNER, representing
ALLIANCE STREETWORKS, INC. (company name)

do hereby warranty the work performed for the:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

3/21/14

(Officer, Partner, Owner) **Date**

Ronald P. Gardner, President

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Alliance Streetworks, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3905 Old Highway 279

Requester's name and address (optional)

6 City, state, and ZIP code
Camp Verde, Az 86322

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
4 8 - 1 2 7 0 1 7 3

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

GILA COUNTY
MESA DEL CABALLO STREETS IMPROVEMENT PROJECT – PHASE I
INVITATION FOR BID NO. 011516

ADDENDUM #1:
DATE: 03/11/2016

REVISIONS AND CLARIFICATIONS:

1. Insert "ADOT Specification Section 108.05 – Limitation of Operations" into the Specifications Section of Invitation for Bid No. 011516, as well as the Table of Contents.

2. ***QUESTION:*** Does the entire bid packet need to be submitted with the proposal?
   ANSWER: **Submittal of Pages 80-102 and the W-9 form, in triplicate, all with original signatures, will be acceptable.**

3. ***QUESTION:*** Is Contractor Quality Control required for this project?
   ANSWER: **Yes. Contractor Quality Control shall adhere to the requirements of Section 106 Control of Material. Also, certain items of work have specific requirements, such as compaction specifications for aggregate base material and asphalt concrete. The Contractor shall be responsible to provide proof of compliance of all contract specifications for such items and any other item of work as applicable. Such proof will be required for acceptance of said materials by the Owner. No method of measurement or basis of payment will be made for Control of Materials or Contractor Quality Control, the cost being considered as included in contract items. See page 61 - Section 109 Measurement and Payment-Item C.**

4. ***QUESTION:*** What taxes are applicable for this project?
   ANSWER: **Gila County does not advise contractors on tax liabilities. It is the responsibility of the Contractor to ensure that their bid price includes all applicable taxes as stated on Pages 3, 99 and 102 of the Invitation for Bid.**

5. ***QUESTION:*** Is there a separate pay item for adjustment of manholes and valve boxes?
   ANSWER: **No. See Page 10 of 102 - Existing Utility Manholes and Valve Box Adjustments.**

6. ***QUESTION:*** Where does MAG Standard Detail 201 apply?
   ANSWER: **A thickened edge is required where new pavement is placed next to existing pavement only. See Page 70 - Section 409 Asphalt Concrete (Miscellaneous Structural).**

7. ***QUESTION:*** Where can water be acquired for use on the project?
   ANSWER: **Contractor's will need to locate their own source of water for use on the project.**

8. ***QUESTION:*** There are no survey control (monuments) shown on the plans. Will those be provided?
   ANSWER: **Yes. Gila County will provide adequate survey control for the project as well as make available the CAD base file to the Contractor. This information will be provided to the successful bidder once the project is awarded.**

9. ***QUESTION:*** Does the County want the asphalt millings?
   ANSWER: **No. Contractor shall be responsible for disposal of the asphalt millings.**

10. ***QUESTION:*** When will the project be awarded?
    ANSWER: **Refer to Page 20 of 102 - Section 103-04 Award of Contract.**

11. ***QUESTION:*** Will storm water pollution prevention plans be provided by Gila County?
    ANSWER: **No. The Contractor shall be responsible for storm water pollution prevention plans, if needed for this project. See Page 61 of 102 - Section 109 Measurement and Payment – Item F.**

12. ***QUESTION:*** Was an engineer's estimate done for the project and is it available to the Contractors for viewing?
    ANSWER: **For budgetary purposes, Gila County has estimated this project at or around $200,000.00.**

ADDITIONAL INFORMATION ATTACHED:

3. Sign-In Sheets from Pre-Bid Walk Through

This concludes Addendum No. 1 to Invitation for Bid No. 011516

PREBID MEETING: 03-10-15, 10:00 A.M.
Mesa Del Caballo Streets Improvement Project-Phase I
Invitation for Bid No. 011516

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
5D mining & Const.	Dusty Escapule	[signature]	dusty5d@live.com	928-200-8697
5D Mining & Const.	John Speer	[signature]	JSPEER77@Gmail.Com	928-301-4133
Roy Haught Excavating	Paul Randall	[signature]	midstateasphalt@yahoo.com	928-978-5728
Brent Cline	Public Works Roads	[signature]	ztcline@gilacountyaz.gov	928-402-8526
Gila County	Public Work Bd	[signature]		(928)-474-2553
" "	Scott Warren	[signature]	swarren@gilacountyaz.gov	928) 468-2808
GILA COUNTY	Jerry Irish	[signature]	jirish@GILACOUNTYAZ.GOV	928-402-8508
D.D. Haught Inc.	Hunter Haught	[signature]	ddhaught@yahoo.com	928 472 8846
Roy Haught Excavating	[signature]	[signature]	HaughtRoy@yahoo.com	928-474-2454
STATE CONSTRUCTORS INC	Bill Randal	[signature]	BRPAVE1@Hotmail.com	
Mangum Civil Const	Luke Plante	[signature]	l.plante@mangumgroup.com	928 9701286
NGU CONTRACTING	John Johnson	[signature]	john@nguconTractin.com	6180 738 9758

PREBID MEETING: 03-10-15, 10:00 A.M.
Mesa Del Caballo Streets Improvement Project-Phase I
Invitation for Bid No. 011516

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
RICOR INC	BRYAN NORMAN		BRYAN@RICORINC.com	602 437-0202
J-4 Excavating	Sterling Thomas		j4excavating@yahoo.com	602-525-0326
Combs Construction	Patrick Waters		Patrick@combsaz.com	602-237-4024
ALLiance Streetworks	ED REDWELL		ed.alliance@yahoo	928 567-8696
AcE Asphalt	Tim Harrah		HarrahT@AceAsphalt.com	602-304-4068
CACTUS Asphalt	Jeff Abram		Jabram@cactusasphalt.com	602 377-5651
ABC Asphalt	Dave McKelvie		ERICQ@ABCAsphalt.com	602 377 1282
VISUS Inc	JEFF KERR		JKerr@visusfax.com	480-533-8268
INTERMOUNT WEST	STAN LANGHAM		BIDS@IMWCC.net	928-595-0389
TIFFANY CONST	ROMEN SCHIRMER		JTIFFANY@TIFFANYCONST.com	928-322-[illegible]
Pima Paving	Howard Stoufl		Howie@Pima Paving.com	520-404.1323
Meadow Valley	Jesus Orci		jorci@accbuilt.com	623-330-9352

*Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.*

CONTRACT FORMS

Proposal	P-1 to P-3
Bidding Schedule	BS-1 to BS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 011516 Mesa Del Caballo Street Improvements Project, Payson, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of
ABC Asphalt LLC

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 (60) Calendar Days from the commencement date as specified on the Notice to Proceed,** and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: _____

Corporate Address: _____

Incorporated under the laws of the State of : _____

By (Signature): _____ **Date:** _____

President: _____

Secretary: _____

Treasurer: _____

Proposal continued...

If by a Firm or Partnership:

Firm or Partnership Name: ABC Asphalt LLC

Firm or Partnership Address: PO BOX 8706, Phoenix, Arizona 85066

By (Signature): _____ **Date:** 03/23/2016

Name and Address of Each Member: _____

Leo Barraza - PO BOX 8706, Phoenix, Arizona 85066

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE (BS-1 to BS-2)

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: ABC Asphalt LLC

TOTAL CONTRACT PRICE, for the sum of $ 208982.00

WRITTEN TOTAL CONTRACT PRICE

Two hundred eight Thousand Nine hundred Eight two **Dollars**

and Zero **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 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.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L.SUM	1	4500	4500
202	Removal of Structures and Obstructions	L.SUM	1	1000	1000
205	Grading Roadway for Pavement	SQ.YD.	5200	7.75	40300
303	Aggregate Base, Class 2	CU.YD.	870	45	39150
409	Asphaltic Concrete (Misc. Structural)	Ton	715	95	67925
501	Pipe, Corrugated Metal, 21"x15"	L.FT	118	54	6372
701	Maintenance and Protection of Traffic	L.SUM	1	8500	8500
810	Erosion Control and Pollution Prevention	L.SUM	1	3035	3035
901	Mobilization	L.SUM	1	9200	9200
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	$20,000.00	$20,000.00
925	Construction Surveying and Layout	L.SUM	1	9000	9000

Total Base Bid 208,982.00

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ABC Asphalt LLC,

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. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT, PHASE I

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: March 24, 2016

ABC Asphalt LLC
Principal

By _____

Title Member

Merchants Bonding Company (Mutual)
Surety

By Attorney-in-Fact Ted H. Rarrick

Address, Attorney-in-Fact
Subscribed and sworn to before me
this 24 **day of** March, **20** 16

My commission expires: April 5, 2018

Notary Public Diane L. Arment

DIANE L. ARMENT
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Exp.: April 5, 2018

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Diane L Arment; Ted H Rarrick

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and 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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

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

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24 day of March, 2016.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0014 (6/15)

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 011516-MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
   ABC Asphalt LLC
   PO BOX 8706
   Phoenix, Arizona

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

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

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

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Bid Schedule, 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:** 1.25
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:** 259133

Signature of Authorized Representative

Leo Barraza

Printed Name

Member

Title

GILA COUNTY
REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References
Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Lake Havasu City
   Contact: Chris Rickard
   Phone: 928-680-5463
   Address: 2330 McCulloch Blvd N., LHC, AZ 86403

2. **Company:** City of Eloy
   Contact: Ken Martin
   Phone: 520-464-3162
   Address: 1137 W. Houser Rd. Eloy, AZ 85131

3. **Company:** City of Bullhead City
   Contact: Keegan Litrell
   Phone: 928-763-0128
   Address: 2355 Trane Rd, Bullhead City, AZ 86442

4. **Company:** Carefree Water Co.
   Contact: ~~PO Bo~~ Greg Crossman
   Phone: 480-488-1900
   Address: PO Box 702, Carefree, Az 85377

ABC Asphalt LLC
Name of Business

Signature of Authorized Representative

Member
Title

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:MARICOPA)

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

That he is Member
(Title)
of ABC Asphalt LLC and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 011516, MESA DEL CABALLO STREET IMROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said

ABC Asphalt LLC
(Name of Business)

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

ABC Asphalt LLC
Name of Business

By

Member
Title

Subscribed and sworn to before me this 23rd **day of** March, **20** 16.

Erica Barraza
Notary Public

My Commission expires: March 17, 2017

Erica Barraza
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
March 17, 2017

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of **Invitation for Bid No. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I,** 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.

ABC Asphalt LLC
Name of Business

Signature of Authorized Representative

Member
Title

BIDDERS CHECKLIST (CK-1)

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 AND 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 and Date	LB 3/23/16	_____	_____	_____	_____

Signed and dated this 23 day of March, 2016.

ABC Asphalt LLC
CONTRACTOR:

[illegible]
BY:

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, Payson, Arizona, Bid No. 011516**. All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Wednesday, March 23, 2016.**

GILA COUNTY
CONTRACT NO. 011516 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, **2016**, 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. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 011516 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "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 Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Contract continued...

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

Contract continued...

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

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

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

B. **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 **Jeannie Sgroi, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Contract continued...

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 **Jeannie Sgroi, Contracts Administrator, 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:

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **60 Calendar Days of the commencement date as specified on the Notice To Proceed.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM	DAILY CHARGE PER CALENDAR DAY
All work not complete within the above specified time after start of work.	**$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 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before ***thirty (30) days*** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Contract continued...

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act **(Public Law 101-336, 42 U.S.C. 12101-12213)** and applicable Federal regulations under the Act.

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

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

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

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

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

Contract continued...

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

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:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I
CONTRACT NO. 011516

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman, Board of Supervisors

CONTRACTOR:

_____
Contractor Signature

_____
Print Name

_____
Witness (If Contractor is Individual)

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

STATUTORY PERFORMANCE BOND (CPB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal,

and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____

Principal **Seal**

_____ _____

Surety **Seal** **By:**

_____ _____

Agency of Record **By:**

_____ _____

Arizona Countersignature **Agency Address**

_____

Address

_____

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)

PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal, and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____

Principal **Seal**

_____ _____

Surety **Seal** **By:**

_____ _____

Agency of Record **By:**

_____ _____

Arizona Countersignature **Agency Address**

_____

Address

_____

Phone Number

GILA COUNTY

CONTRACT PERFORMANCE WARRANTY (CPW-1)

I, _____, representing

_____ (company name)

do hereby warranty the work performed for the:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

_____

(Officer, Partner, Owner) **Date**

GILA COUNTY
MESA DEL CABALLO STREETS IMPROVEMENT PROJECT – PHASE I
INVITATION FOR BID NO. 011516

ADDENDUM #1:
DATE: 03/11/2016

REVISIONS AND CLARIFICATIONS:

1. Insert "ADOT Specification Section 108.05 – Limitation of Operations" into the Specifications Section of Invitation for Bid No. 011516, as well as the Table of Contents.

2. ***QUESTION:*** Does the entire bid packet need to be submitted with the proposal?
   ANSWER: **Submittal of Pages 80-102 and the W-9 form, in triplicate, all with original signatures, will be acceptable.**

3. ***QUESTION:*** Is Contractor Quality Control required for this project?
   ANSWER: **Yes. Contractor Quality Control shall adhere to the requirements of Section 106 Control of Material. Also, certain items of work have specific requirements, such as compaction specifications for aggregate base material and asphalt concrete. The Contractor shall be responsible to provide proof of compliance of all contract specifications for such items and any other item of work as applicable. Such proof will be required for acceptance of said materials by the Owner. No method of measurement or basis of payment will be made for Control of Materials or Contractor Quality Control, the cost being considered as included in contract items. See page 61 - Section 109 Measurement and Payment-Item C.**

4. ***QUESTION:*** What taxes are applicable for this project?
   ANSWER: **Gila County does not advise contractors on tax liabilities. It is the responsibility of the Contractor to ensure that their bid price includes all applicable taxes as stated on Pages 3, 99 and 102 of the Invitation for Bid.**

5. ***QUESTION:*** Is there a separate pay item for adjustment of manholes and valve boxes?
   ANSWER: **No. See Page 10 of 102 - Existing Utility Manholes and Valve Box Adjustments.**

6. ***QUESTION:*** Where does MAG Standard Detail 201 apply?
   ANSWER: **A thickened edge is required where new pavement is placed next to existing pavement only. See Page 70 - Section 409 Asphalt Concrete (Miscellaneous Structural).**

7. ***QUESTION:*** Where can water be acquired for use on the project?
   ANSWER: **Contractor's will need to locate their own source of water for use on the project.**

8. ***QUESTION:*** There are no survey control (monuments) shown on the plans. Will those be provided?
   ANSWER: **Yes. Gila County will provide adequate survey control for the project as well as make available the CAD base file to the Contractor. This information will be provided to the successful bidder once the project is awarded.**

9. ***QUESTION:*** Does the County want the asphalt millings?
   ANSWER: **No. Contractor shall be responsible for disposal of the asphalt millings.**

10. ***QUESTION:*** When will the project be awarded?
    ANSWER: **Refer to Page 20 of 102 - Section 103-04 Award of Contract.**

11. ***QUESTION:*** Will storm water pollution prevention plans be provided by Gila County?
    ANSWER: **No. The Contractor shall be responsible for storm water pollution prevention plans, if needed for this project. See Page 61 of 102 - Section 109 Measurement and Payment – Item F.**

12. ***QUESTION:*** Was an engineer's estimate done for the project and is it available to the Contractors for viewing?
    ANSWER: **For budgetary purposes, Gila County has estimated this project at or around $200,000.00.**

ADDITIONAL INFORMATION ATTACHED:

3. Sign-In Sheets from Pre-Bid Walk Through

This concludes Addendum No. 1 to Invitation for Bid No. 011516

PREBID MEETING: 03-10-15, 10:00 A.M.
Mesa Del Caballo Streets Improvement Project-Phase I
Invitation for Bid No. 011516

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
5D mining & Const.	Dusty Escapule	[signature]	dusty.5d@live.com	928-200-8697
5D Mining & Const.	John Spear	[signature]	JSPEAR77@Gmail.Com	928-301-4133
Roy Haught Excavating	Paul Randall	[signature]	midstateasphalt@yahoo.com	928-978-5728
Brent Cline	Public Works Roads	[signature]	abcline@gilacountyaz.gov	928-402-8526
Gila County	Public Work Bd	[signature]		928)-474-2553
" "	Scott Warren	[signature]	swarren@gilacountyaz.gov	928) 468-2808
GILA COUNTY	Jerry Irish	[signature]	jirish@GilaCountyAZ.Gov	928-402-8508
D.D. Haught Inc.	Hector Haught	[signature]	ddhaught@Yahoo.com	928 472 8846
Roy Haught Excavating	[signature]	[signature]	HaughtRoy@yahoo.com	928-474-2454
STATE CONSTRUCTORS INC	Bill Randal	[signature]	BRPAVE1@Hotmail.com	
Mangum civil Const	Luke Plante	[signature]	l.plante@mangumgroup.com	928 9701286
NGU CONTRACTING	John Johnson	[signature]	john@nguconTractin.com	480 738 9758

PREBID MEETING: 03-10-15, 10:00 A.M.
Mesa Del Caballo Streets Improvement Project-Phase I
Invitation for Bid No. 011516

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
RICOR INC	BRYAN NORMAND	[illegible]	BRYAN@RICORINC.com	602 437 0202
J-4 Excavating	Sterling Thomas	[illegible]	j4excavating@yahoo.com	602-525-0326
Combs Construction	Patrick Waters	[illegible]	Patrick@combsaz.com	602-237-4024
ALLiance Streetworks	ED REDDELL	[illegible]	ed.alliance@yahoo	928 567-8696
ACE Asphalt	Tim Harrah	[illegible]	HarrahT@AceAsphalt.com	602-304-4068
CACTUS Asphalt	Jeff Abram	[illegible]	Jabram@cactusasphalt.com	602 377-5651
ABC Asphalt	Dave McKelvie	[illegible]	ERIC9@ABCAsphalt.com	602 377 1282
VISUS INC	JEFF KERR	[illegible]	JKerr@VISUSINC.com	480-833-8268
INTERMOUNT WEST	STAN LANGHAM	[illegible]	BIDS@IMWCC.net	928-595-0389
TIFFANY CONST	Brian Schlesinger	[illegible]	TIFFANY@TIFFANYCONST.com	928-3[illegible]7
Pima Paving	Howard Stough	[illegible]	Howie@PimaPaving.com	570-404.1323
Meadow Valley	Jesus Orci	[illegible]	jorci@accbuilt.com	623-330-9352

#1

*Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.*

CONTRACT FORMS

Proposal	P-1 to P-3
Bidding Schedule	BS-1 to BS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 011516 Mesa Del Caballo Street Improvements Project, Payson, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

InterMountain West Civil Constructors, Inc.

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached 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 (60) Calendar Days from the commencement date as specified on the Notice to Proceed,** and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: InterMountain West Civil Constructors, Inc.

Corporate Address: 1564 N. Alma School Rd #200, Mesa, AZ 85201

Incorporated under the laws of the State of : Arizona

By (Signature): Michelle Randall **Date:** 3-23-2016

President: Michelle Randall, Michelle Randall

Secretary: Kyle Reese Randall, [illegible]

Treasurer: Chance Randall, [illegible]

Proposal continued...

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

_____

_____

_____

_____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE (BS-1 to BS-2)

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: InterMountain West Civil Constructors, Inc.

TOTAL CONTRACT PRICE, for the sum of $ 209,412.00 mr

WRITTEN TOTAL CONTRACT PRICE
two hundred nine mr thousand, four hundred twelve **Dollars** mr

and NO **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 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.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L.SUM	1	1,500.00	1,500.00
202	Removal of Structures and Obstructions	L.SUM	1	21,000.00 MR	21,000.00 MR
205	Grading Roadway for Pavement	SQ.YD.	5200	4.50	23,400.00
303	Aggregate Base, Class 2	CU.YD.	870	45.00	39,150.00
409	Asphaltic Concrete (Misc. Structural)	Ton	715	90.00	64,350.00
501	Pipe, Corrugated Metal, 21"x15"	L.FT	118	84.00	9,912.00
701	Maintenance and Protection of Traffic	L.SUM	1	4,400.00	4,400.00
810	Erosion Control and Pollution Prevention	L.SUM	1	4,200.00	4,200.00
901	Mobilization	L.SUM	1	19,000.00	19,000.00
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	$20,000.00	$20,000.00
925	Construction Surveying and Layout	L.SUM	1	2,500.00	2,500.00

Total Base Bid $209,412.00 _____ MR

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,

as Principal, hereinafter called the Principal, and _____,

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

as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

BID NO. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT, PHASE I

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

By

Title

Surety

By Attorney-in-Fact

Address, Attorney-in-Fact
Subscribed and sworn to before me
this ____ day of _____, 20____

My commission expires: _____

Notary Public

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned InterMountain West Civil Constructors, Inc.

as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company,

a corporation duly organized under the laws of the State of 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. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT, PHASE I

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: 3-23-2016

Principal InterMountain West Civil Constructors, Inc.

By Michelle Randall

Title President

Surety Employers Mutual Casualty Company

Melanie Ankeney

By Attorney-in-Fact Melanie Ankeney

1819 E. Morten #220
Phoenix, AZ 85020

Address, Attorney-in-Fact

Subscribed and sworn to before me this 23rd **day of** March, **20** 16

My commission expires: 4-5-17

Notary Public

JENNIFER CASTILLO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Exp.: April 5, 2017

THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

EMC INSURANCE

P.O. Box 712 • Des Moines, IA 50306-0712

No. B39023

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. **Employers Mutual Casualty Company, an Iowa Corporation**
2. **EMCASCO Insurance Company, an Iowa Corporation**
3. **Union Insurance Company of Providence, an Iowa Corporation**
4. **Illinois EMCASCO Insurance Company, an Iowa Corporation**
5. **Dakota Fire Insurance Company, a North Dakota Corporation**
6. **EMC Property & Casualty Company, an Iowa Corporation**
7. **Hamilton Mutual Insurance Company, an Iowa Corporation**

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
DAVID J. MCKEE, JOSEPH A. CLARKEN, III, PATRICK R. HEDGES, JENNIFER CASTILLO, MELANIE ANKENEY

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2018 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 24th day of JUNE, 2015.

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

HAMILTON MUTUAL INSURANCE CO. MUTUAL INSURANCE DES MOINES, IOWA

NOTARIAL SEAL IOWA
KATHY LYNN LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2016

Bruce G. Kelley
Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1; Vice Chairman and CEO of Company 7

Michael Freel
Michael Freel
Assistant Vice President

On this 24th day of JUNE AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JUNE 24, 2015 on behalf of:
DAVID J. MCKEE, JOSEPH A. CLARKEN, III, PATRICK R. HEDGES, JENNIFER CASTILLO, MELANIE ANKENEY

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23 day of March, 2016

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 011516-MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
   InterMountain West Civil Constructors, Inc.
   1564 N Alma School Rd # 200, Mesa, AZ 85201
   602-888-0169

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

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

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

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Bid Schedule, 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:** 1.36
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Arizona Contractor License Number:** ROC145649, ROC194358

Michelle Randall
Signature of Authorized Representative

Michelle Randall
Printed Name

President
Title

GILA COUNTY
REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References
Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Gila County - Colcord Road Paving
   Contact: Mark Guerena
   Phone: 928-402-8507
   Address: 745 N Rose Mofford Way, Globe, AZ 85501
2. **Company:** ADOT - H837801C Blueridge Pathway
   Contact: Elaine Leavens-Cooke
   Phone: 928-537-8114
   Address: 1161 E Deuce of Clubs, Show Low, AZ 85901
3. **Company:** ADOT - SH527 01C Mohave County Various Rds
   Contact: Allison Baker
   Phone: 928-715-6989
   Address: 3670 E Andy Devine Ave, Kingman, AZ 86401
4. **Company:** Gila County - Houston Mesa Road #070214-1
   Contact: Jeannie Sgroi
   Phone: 928-402-8612
   Address: 1400 E Ash St, Globe, AZ 85501

InterMountain West Civil Constructors, Inc.
Name of Business

Michelle Randall
Signature of Authorized Representative

President
Title

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

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

That ~~he~~ she is President
(Title)
of InterMountain West Civil Constructors, Inc. and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 011516, MESA DEL CABALLO STREET IMROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said InterMountain West Civil Constructors, Inc.
(Name of Business)

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

InterMountain West Civil Constructors, Inc.
Name of Business

Michelle Randall
By

President
Title

Subscribed and sworn to before me this 23rd **day of** March **, 20** 16 **.**

Megan T. McKenzie
Notary Public

My Commission expires: November 26, 2017

Megan T. McKenzie
Notary Public - Arizona
Maricopa County
My Commission Expires
November 26, 2017

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of **Invitation for Bid No. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I,** 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.

InterMountain West Civil Constructors, Inc.
Name of Business

Michelle Randall
Signature of Authorized Representative

President
Title

BIDDERS CHECKLIST (CK-1)

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 AND 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 and Date	MR 3/11/16				

Signed and dated this 23rd day of March, 2016.

InterMountain West Civil Constructors, Inc.
CONTRACTOR:

Michelle Randall
BY:

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, Payson, Arizona, Bid No. 011516**. All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Wednesday, March 23, 2016.**

GILA COUNTY
CONTRACT NO. 011516 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, **2016**, 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. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 011516 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "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 Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Contract continued...

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

Contract continued...

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

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

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

B. **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 **Jeannie Sgroi, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Contract continued...

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 **Jeannie Sgroi, Contracts Administrator, 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:

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **60 Calendar Days of the commencement date as specified on the Notice To Proceed**.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM	DAILY CHARGE PER CALENDAR DAY
All work not complete within the above specified time after start of work.	**$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 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before ***thirty (30) days*** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Contract continued...

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act **(Public Law 101-336, 42 U.S.C. 12101-12213)** and applicable Federal regulations under the Act.

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

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

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

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

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

Contract continued...

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

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:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I
CONTRACT NO. 011516

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman, Board of Supervisors

CONTRACTOR:

_____
Contractor Signature

_____
Print Name

_____
Witness (If Contractor is Individual)

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

STATUTORY PERFORMANCE BOND (CPB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal,

and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars **($_____),** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____

Principal **Seal**

_____ _____

Surety **Seal** **By:**

_____ _____

Agency of Record **By:**

_____ _____

Arizona Countersignature **Agency Address**

_____

Address

_____

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)

PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal, and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____

Principal **Seal**

_____ _____

Surety **Seal** **By:**

_____ _____

Agency of Record **By:**

_____ _____

Arizona Countersignature **Agency Address**

_____

Address

_____

Phone Number

GILA COUNTY

CONTRACT PERFORMANCE WARRANTY (CPW-1)

I, _____, representing

_____ (company name)

do hereby warranty the work performed for the:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

_____

(Officer, Partner, Owner) **Date**

A Brief History of IMWCC with Specific Qualifications

InterMountain West Civil Constructors, Inc. (IMWCC) has been in Arizona since 1994. Since our incorporation, we have grown into a successful commercial and heavy civil construction company. IMWCC holds an A General Engineering License and a KB-01 Dual Commercial License, allowing us to take on different markets of construction. IMWCC is a General Contractor that is a woman owned SBE and specializes in the following scopes: grading, asphalt paving (COP, ADOT, MAG, FHWA), underground utilities, and commercial/residential building construction.

Subcontractor List

SUBCONTRACTOR	ROC NUMBER	CONTACT NAME/NUMBER
Palo Verde Constructors	ROC187545	Patrick Shields 602-510-9350
Specialty Companies Group, LLC	ROC 193227	Bryant Shaw 623-382-2385
Golden Rule Surveying	N/A	Willie Ingram 928-474-3377

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
InterMountain West Civil Constructors, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 4444

Requester's name and address (optional)

6 City, state, and ZIP code
Scottsdale, AZ 85261

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
8 6 - 0 7 5 3 0 4 4

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here **Signature of U.S. person ▶** Michelle Randell **Date ▶** 3-23-16

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

(2198)

GILA COUNTY
MESA DEL CABALLO STREETS IMPROVEMENT PROJECT – PHASE I
INVITATION FOR BID NO. 011516

ADDENDUM #1:
DATE: 03/11/2016

REVISIONS AND CLARIFICATIONS:

1. Insert "ADOT Specification Section 108.05 – Limitation of Operations" into the Specifications Section of Invitation for Bid No. 011516, as well as the Table of Contents.

2. ***QUESTION:*** Does the entire bid packet need to be submitted with the proposal?
   ANSWER: **Submittal of Pages 80-102 and the W-9 form, in triplicate, all with original signatures, will be acceptable.**

3. ***QUESTION:*** Is Contractor Quality Control required for this project?
   ANSWER: **Yes. Contractor Quality Control shall adhere to the requirements of Section 106 Control of Material. Also, certain items of work have specific requirements, such as compaction specifications for aggregate base material and asphalt concrete. The Contractor shall be responsible to provide proof of compliance of all contract specifications for such items and any other item of work as applicable. Such proof will be required for acceptance of said materials by the Owner. No method of measurement or basis of payment will be made for Control of Materials or Contractor Quality Control, the cost being considered as included in contract items. See page 61 - Section 109 Measurement and Payment-Item C.**

4. ***QUESTION:*** What taxes are applicable for this project?
   ANSWER: **Gila County does not advise contractors on tax liabilities. It is the responsibility of the Contractor to ensure that their bid price includes all applicable taxes as stated on Pages 3, 99 and 102 of the Invitation for Bid.**

5. ***QUESTION:*** Is there a separate pay item for adjustment of manholes and valve boxes?
   ANSWER: **No. See Page 10 of 102 - Existing Utility Manholes and Valve Box Adjustments.**

6. ***QUESTION:*** Where does MAG Standard Detail 201 apply?
   ANSWER: **A thickened edge is required where new pavement is placed next to existing pavement only. See Page 70 - Section 409 Asphalt Concrete (Miscellaneous Structural).**

7. ***QUESTION:*** Where can water be acquired for use on the project?
   ANSWER: **Contractor's will need to locate their own source of water for use on the project.**

8. ***QUESTION:*** There are no survey control (monuments) shown on the plans. Will those be provided?
   ANSWER: **Yes. Gila County will provide adequate survey control for the project as well as make available the CAD base file to the Contractor. This information will be provided to the successful bidder once the project is awarded.**

9. ***QUESTION:*** Does the County want the asphalt millings?
   ANSWER: **No. Contractor shall be responsible for disposal of the asphalt millings.**

10. ***QUESTION:*** When will the project be awarded?
    ANSWER: **Refer to Page 20 of 102 - Section 103-04 Award of Contract.**

11. ***QUESTION:*** Will storm water pollution prevention plans be provided by Gila County?
    ANSWER: **No. The Contractor shall be responsible for storm water pollution prevention plans, if needed for this project. See Page 61 of 102 - Section 109 Measurement and Payment – Item F.**

12. ***QUESTION:*** Was an engineer's estimate done for the project and is it available to the Contractors for viewing?
    ANSWER: **For budgetary purposes, Gila County has estimated this project at or around $200,000.00.**

ADDITIONAL INFORMATION ATTACHED:

3. Sign-In Sheets from Pre-Bid Walk Through

This concludes Addendum No. 1 to Invitation for Bid No. 011516

PREBID MEETING: 03-10-15, 10:00 A.M.
Mesa Del Caballo Streets Improvement Project-Phase I
Invitation for Bid No. 011516

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
5D mining & Const.	Dusty Escapule	[signature]	dusty5d@live.com	928-200-8697
5D Mining & Const.	John Speer	[signature]	JSPEER77@Gmail.Com	928-301-4133
Roy Haught Excavating	Paul Randall	[signature]	midstateasphalt@yahoo.com	928-978-5728
Brent Cline	Public Works Roads	[signature]	zbcline@gilacountyaz.gov	928-402-8526
Gila County	Public Work Bid	[signature]		(928)-474-2553
" "	Scott Warren	[signature]	swarren@gilacountyaz.gov	928) 468-2808
GILA COUNTY	Jerry Irish	[signature]	jirish@GILACOUNTYAZ.GOV	928-402-8508
D.D. Haught Inc.	Hunter Haught	[signature]	dd.haught@yahoo.com	928 472 8846
Roy Haught Excavating	[signature]	[signature]	HaughtRoy@yaho.com	928-474-2454
STATE CONSTRUCTORS INC	[signature] Randal	[signature]	BRPAVE1@Hotmail.com	
Mangum Civil Const	Luke Plante	[signature]	l.plante@mangumgroup.com	928 9701286
NGU CONTRACTING	JOHN JOHNSON	[signature]	john@nguconTractin.com	6180 738 9758

PREBID MEETING: 03-10-15, 10:00 A.M.
Mesa Del Caballo Streets Improvement Project-Phase I
Invitation for Bid No. 011516

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
RICOR INC	BRYAN NORMAND	[signature]	BRYAN@RICORINC.com	602 437-0202
J-4 Excavating	Sterling Thomas	[signature]	j4excavating@yahoo.com	602-525-0326
Combs Construction	Patrick Waters	[signature]	Patrick@combsaz.com	602-237-4029
ALLiance Streetworks	ED REDDELL	[signature]	ed.alliance@yahoo	928 567-8696
Ace Asphalt	Tim Harrah	[signature]	HarrahT@AceAsphalt.com	602-304-4068
CACTUS Asphalt	Jeff Abram	[signature]	Jabram@cactusasphalt.com	602 377-5651
ABC Asphalt	Dave McKelvie	[signature]	ERICA@ABCAsphalt.com	602 377 1282
VISUS INC	JEFF KERR	[signature]	JKerr@VISUSINC.com	480-833-8268
INTERMOUNT WEST	STAN LANGHAM	[signature]	BIDS@IMWCC.net	928-595-0389
Tiffany Const	Bramer Schlesener	[signature]	JTIFFANY@TIFFANYCONST.com	928-322-[illegible]7
Pima Paving	Howard Stough	[signature]	Howie@PimaPaving.com	520-404-1323
Meadow Valley	Jesus Orci	[signature]	jorci@accbuilt.com	623-330-9352

*Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.*

CONTRACT FORMS

Proposal	P-1 to P-3
Bidding Schedule	BS-1 to BS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 011516 Mesa Del Caballo Street Improvements Project, Payson, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Roy Haught Excavating, Inc

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached 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 (60) Calendar Days from the commencement date as specified on the Notice to Proceed,** and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: ROY HAUGHT EXCAVATING, INC

Corporate Address: P.O. BOX 73 PAYSON, AZ 85547

Incorporated under the laws of the State of : ARIZONA

By (Signature): Yvonne M. Haught **Date:** 03/22/16

President: YVONNE M. HAUGHT

Secretary: BELIA RALSTON

Treasurer: _____

Proposal continued...

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

_____

_____

_____

_____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE (BS-1 to BS-2)

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: Roy Haught Excavating, INC

TOTAL CONTRACT PRICE, for the sum of $ 215,104.00

WRITTEN TOTAL CONTRACT PRICE

Two Hundred Fifteen Thousand One Hundred Four **Dollars**

and NO **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 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.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L.SUM	1	1500 00	1500.00
202	Removal of Structures and Obstructions	L.SUM	1	20,700 00	20,700.00
205	Grading Roadway for Pavement	SQ.YD.	5200	4.50	23,400.00
303	Aggregate Base, Class 2	CU.YD.	870	40.00	34,800.00
409	Asphaltic Concrete (Misc. Structural)	Ton	715	85.00	60,775.00
501	Pipe, Corrugated Metal, 21"x15"	L.FT	118	50.00	5900.00
701	Maintenance and Protection of Traffic	L.SUM	1	5000.00	5000.00
810	Erosion Control and Pollution Prevention	L.SUM	1	5500.00	5500.00
901	Mobilization	L.SUM	1	11,000.00	11,000.00
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	$20,000.00	$20,000.00
925	Construction Surveying and Layout	L.SUM	1	9086.00	9086.00

Total Base Bid 197,661.00

TAX 11,178.00

Bonding 6,265.00

TOTAL Bid $ 215,104.00

OLD REPUBLIC

Old Republic Surety Company
Old Republic Insurance Company
Bituminous Casualty Corporation

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Roy Haught Excavating, Inc.

as Principal, hereinafter called the Principal, and Old Republic Surety Company

as Surety, hereinafter called the Surety, are held and firmly bound unto Gila County

as Obligee, hereinafter called the Obligee, in the sum of 10 % of Bid

Dollars ($), 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 has submitted a bid for Mesa Del Caballo Streets Improvement Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or 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 such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of March, 2016.

Roy Haught Excavating, Inc.
Principal (Seal)

Tammy Matthews
Witness
Tammy Matthews

By:
Title: Roy Haught - Owner

Old Republic Surety Company
Surety (Seal)

Tammy Matthews
Witness
Tammy Matthews

By:
Attorney-in-Fact
Monti Hancock

ORSC 21328 (5/97)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MONTI HANCOCK, EDDIE HANCOCK, JOSH RABAN, OF TAYLOR, AZ

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of instalment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
ONE MILLION DOLLARS($1,000,000)---------- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printedon colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19TH day of FEBRUARY, 2016.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 19TH day of FEBRUARY, 2016, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018
(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

52-5847

Signed and sealed at the City of Brookfield, WI this 17th day of March 2016

Assistant Secretary

HANCOCK LEAVITT INS AGENCY INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

22851-W ORSC 22262 (5-10)

GILA COUNTY

QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 011516-MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
   Roy Haught Excavating, INC

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
   _____Yes ✓ No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes ✓ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

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

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Bid Schedule, 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:** 1.110
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Arizona Contractor License Number:** ROC 247846

Yvonne M. Haught
Signature of Authorized Representative

YVONNE M. HAUGHT
Printed Name

PRESIDENT
Title

March 11, 2016

Roy Haught Excavating, Inc., was established in 1987 doing business in the following capacity:

Excavation
Drainage
Water Distribution
Sewer & Low Pressure Sewer
Grading
Paving
Concrete Work
Buildings
All Dry Utilities
Utility Trenching
Septic Systems (Including Alternative Systems)
Aggregate Hauling

Roy Haught Excavating, Inc., licenses include: A General Engineer (ROC247846), Excavating, Grading and Oil Surfacing (ROC146561) as well as Septic Systems (ROC148193).

Projects completed have been for Salt River Project, the State of Arizona, the USDA Forest Service, Several Counties in Arizona as well as for private ownership. We have had a contract with APS for over 10 years.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

GILA COUNTY
REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References
Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** PAXSON WATER COMPANY
   Contact: JASON WILLIAMSON
   Phone: 720-949-1384
   Address: P.O BOX 200595 - DENVER, CO 80220

2. **Company:** SEVEN MILE MAX
   Contact: BRUCE BUTLER
   Phone: 928-242-1498
   Address: 51 W 3RD ST TEMPE, AZ 85281

3. **Company:** FOREST RIDGE FF, LLC
   Contact: MIKE HORTON
   Phone: 928-970-1484
   Address: 6540 N. 7TH AVE, PHOENIX, AZ 85013

4. **Company:** TOWN OF STAR VALLEY
   Contact: TIM BRIER
   Phone: 3675 E HWY 260 STAR VALLEY, AZ 85541
   Address: 928-978-4303

ROY HAUGHT EXCAVATING INC
Name of Business

Yvonne M. Haught
Signature of Authorized Representative

PRESIDENT
Title

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

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

That he is PRESIDENT
(Title)
of Roy Haught Excavating Inc and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 011516, MESA DEL CABALLO STREET IMROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____
Roy Haught Excavating, Inc
(Name of Business)

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

Roy Haught Excavating, Inc
Name of Business

Yvonne M. [illegible]
By

PRESIDENT
Title

Subscribed and sworn to before me this 22nd **day of** March, **20**16.

Notary Public

My Commission expires: 11.06.2018

OFFICIAL SEAL
TONI GERMAN
Notary Public - State of Arizona
GILA COUNTY
My Comm. Expires November 6, 2018

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of **Invitation for Bid No. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I,** 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.

Roy Haught Excavating Inc
Name of Business

Signature of Authorized Representative

President
Title

BIDDERS CHECKLIST (CK-1)

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 AND 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 and Date	3/11/16	_____	_____	_____	_____

Signed and dated this 22nd day of March, 2016.

Roy Haught Excavating INC
CONTRACTOR:

Yvonne M. Haught
BY:

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, Payson, Arizona, Bid No. 011516.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Wednesday, March 23, 2016.**

GILA COUNTY
CONTRACT NO. 011516 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, **2016**, 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. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 011516 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "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 Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Contract continued...

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

Contract continued...

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

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

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

B. **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 **Jeannie Sgroi, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Contract continued...

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 **Jeannie Sgroi, Contracts Administrator, 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:

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **60 Calendar Days of the commencement date as specified on the Notice To Proceed**.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM	DAILY CHARGE PER CALENDAR DAY
All work not complete within the above specified time after start of work.	**$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 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before ***thirty (30) days*** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Contract continued...

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act **(Public Law 101-336, 42 U.S.C. 12101-12213)** and applicable Federal regulations under the Act.

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

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

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

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

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

Contract continued...

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

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:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I
CONTRACT NO. 011516

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman, Board of Supervisors

CONTRACTOR:

_____
Contractor Signature

_____
Print Name

_____
Witness (If Contractor is Individual)

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

STATUTORY PERFORMANCE BOND (CPB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal,

and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____

Principal **Seal**

_____ _____

Surety **Seal** **By:**

_____ _____

Agency of Record **By:**

_____ _____

Arizona Countersignature **Agency Address**

_____

Address

_____

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)

PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal, and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____
Principal **Seal**

_____ _____
Surety **Seal** **By:**

_____ _____
Agency of Record **By:**

_____ _____
Arizona Countersignature **Agency Address**

_____
Address

_____
Phone Number

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY (CPW-1)

I, _____, representing

_____ (company name)

do hereby warranty the work performed for the:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

_____

(Officer, Partner, Owner) **Date**

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ROY HAUGHT

2 Business name/disregarded entity name, if different from above
ROY HAUGHT EXCAVATING, INC.

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P. O. BOX 73

Requester's name and address (optional)

6 City, state, and ZIP code
PAYSON, AZ 85547

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
8 6 – 0 9 4 1 1 2 7

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

GILA COUNTY
MESA DEL CABALLO STREETS IMPROVEMENT PROJECT – PHASE I
INVITATION FOR BID NO. 011516

ADDENDUM #1:
DATE: 03/11/2016

REVISIONS AND CLARIFICATIONS:

1. Insert "ADOT Specification Section 108.05 – Limitation of Operations" into the Specifications Section of Invitation for Bid No. 011516, as well as the Table of Contents.

2. ***QUESTION:*** Does the entire bid packet need to be submitted with the proposal?
   ANSWER: **Submittal of Pages 80-102 and the W-9 form, in triplicate, all with original signatures, will be acceptable.**

3. ***QUESTION:*** Is Contractor Quality Control required for this project?
   ANSWER: **Yes. Contractor Quality Control shall adhere to the requirements of Section 106 Control of Material. Also, certain items of work have specific requirements, such as compaction specifications for aggregate base material and asphalt concrete. The Contractor shall be responsible to provide proof of compliance of all contract specifications for such items and any other item of work as applicable. Such proof will be required for acceptance of said materials by the Owner. No method of measurement or basis of payment will be made for Control of Materials or Contractor Quality Control, the cost being considered as included in contract items. See page 61 - Section 109 Measurement and Payment-Item C.**

4. ***QUESTION:*** What taxes are applicable for this project?
   ANSWER: **Gila County does not advise contractors on tax liabilities. It is the responsibility of the Contractor to ensure that their bid price includes all applicable taxes as stated on Pages 3, 99 and 102 of the Invitation for Bid.**

5. ***QUESTION:*** Is there a separate pay item for adjustment of manholes and valve boxes?
   ANSWER: **No. See Page 10 of 102 - Existing Utility Manholes and Valve Box Adjustments.**

6. ***QUESTION:*** Where does MAG Standard Detail 201 apply?
   ANSWER: **A thickened edge is required where new pavement is placed next to existing pavement only. See Page 70 - Section 409 Asphalt Concrete (Miscellaneous Structural).**

7. ***QUESTION:*** Where can water be acquired for use on the project?
   ANSWER: **Contractor's will need to locate their own source of water for use on the project.**

8. ***QUESTION:*** There are no survey control (monuments) shown on the plans. Will those be provided?
   ANSWER: **Yes. Gila County will provide adequate survey control for the project as well as make available the CAD base file to the Contractor. This information will be provided to the successful bidder once the project is awarded.**

9. ***QUESTION:*** Does the County want the asphalt millings?
   ANSWER: **No. Contractor shall be responsible for disposal of the asphalt millings.**

10. ***QUESTION:*** When will the project be awarded?
    ANSWER: **Refer to Page 20 of 102 - Section 103-04 Award of Contract.**

11. ***QUESTION:*** Will storm water pollution prevention plans be provided by Gila County?
    ANSWER: **No. The Contractor shall be responsible for storm water pollution prevention plans, if needed for this project. See Page 61 of 102 - Section 109 Measurement and Payment – Item F.**

12. ***QUESTION:*** Was an engineer's estimate done for the project and is it available to the Contractors for viewing?
    ANSWER: **For budgetary purposes, Gila County has estimated this project at or around $200,000.00.**

ADDITIONAL INFORMATION ATTACHED:

3. Sign-In Sheets from Pre-Bid Walk Through

This concludes Addendum No. 1 to Invitation for Bid No. 011516

PREBID MEETING: 03-10-15, 10:00 A.M.
Mesa Del Caballo Streets Improvement Project-Phase I
Invitation for Bid No. 011516

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
5D Paving & Const.	Dusty Escapule		dusty_5d@live.com	928-200-8697
5D Paving & Const.	John Spear		JSPEAR77@Gmail.com	928-301-4133
Roy Haught Excavating	Paul Randall		midstateasphalt@yahoo.com	928-978-5728
Brent Cline	Public Works Roads		zbcline@gilacountyaz.gov	928-402-8526
Gila County	Public Work Rd			(928)-474-2553
" "	Scott Warren		swarren@gilacountyaz.gov	(928) 468-2808
GILA COUNTY	Jerry Irish		jirish@GILACOUNTYAZ.GOV	928-402-8508
D.D. Haught Inc.	Hoots Haught		ddhaught@Yahoo.com	928 472 8846
Roy Haught Excavating	Roy Haught		Haught Roy@yahoo.com	928-474-2454
STATE CONSTRUCTORS INC	Randal		BRPAVE1@Hotmail.com	
Manum civil Const	Luke Plante		l.plante@manumgroup.com	928 9701286
NGU CONTRACTING	John Johnson		john@ngucontracting.com	480 738 9758

PREBID MEETING: 03-10-15, 10:00 A.M.
Mesa Del Caballo Streets Improvement Project-Phase I
Invitation for Bid No. 011516

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
RICOR INC	BRYAN NORMAND	[signature]	BRYAN@RICORINC.com	602 437-0202
J-4 Excavating	Sterling Thomas	[signature]	j4excavating@yahoo.com	602-525-0326
Combs Construction	Patrick Waters	[signature]	Patrick@combsaz.com	602-237-4029
ALLiance Streetworks	ED REDDELL	[signature]	ed.alliance@yahoo.	928 567-8696
ACE Asphalt	Tim Harrah	[signature]	HarrahT@ACEAsphalt.com	602-304-4068
CACTUS Asphalt	Jeff Abram	[signature]	Jabram@cactusasphalt.com	602 377-5651
ABC Asphalt	Dave McKelvie	[signature]	ERICA@ABCAsphalt.com	602 377 1282
VISUS INC	JEFF KERR	[signature]	JKerr@VISUSINC.com	480-833-8268
INTERMOUNT WEST	STAN LANGHAM	[signature]	BIDS@IMWCC.net	928-595-0389
Tiffany Const	Rosmell Schlesewell	[signature]	JTIFFANY@TIFFANYCONST.com	928-322-4447
Pima Paving	Howard Stough	[signature]	Howie@PimaPaving.com	520-404-1323
Meadow Valley	Jesus Orci	[signature]	jorci@accbuilt.com	623-330-9352

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 011516 Mesa Del Caballo Street Improvements Project, Payson, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Pima Paving, 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 (60) Calendar Days from the commencement date as specified on the Notice to Proceed,** and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: Pima Paving, Inc.

Corporate Address: 5180B N La Cholla Blvd Tucson, AZ 85705

Incorporated under the laws of the State of : Arizona

By (Signature): [signature] **Date:** 3/22/16

President: [signature]

Secretary: [signature]

Treasurer: [signature]

Proposal continued...

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

_____

_____

_____

_____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE (BS-1 to BS-2)

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: Pima Paving, Inc.

TOTAL CONTRACT PRICE, for the sum of $ 222,907.93

WRITTEN TOTAL CONTRACT PRICE

Two Hundred Twenty Two Thousand Nine Hundred Seven **Dollars**

and Ninety Three **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 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.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L.SUM	1	1,313.68	1,313.68
202	Removal of Structures and Obstructions	L.SUM	1	2,103.73	2,103.73
205	Grading Roadway for Pavement	SQ.YD.	5200	6.21	32,292.00
303	Aggregate Base, Class 2	CU.YD.	870	58.21	50,642.70
409	Asphaltic Concrete (Misc. Structural)	Ton	715	101.50	72,572.50
501	Pipe, Corrugated Metal, 21"x15"	L.FT	118	52.69	6,217.42
701	Maintenance and Protection of Traffic	L.SUM	1	7,095.84	7,095.84
810	Erosion Control and Pollution Prevention	L.SUM	1	2,009.35	2,009.35
901	Mobilization	L.SUM	1	16,371.84	16,371.84
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	$20,000.00	$20,000.00
925	Construction Surveying and Layout	L.SUM	1	12,288.87	12,288.87

Total Base Bid $222,907.93

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Pima Paving, Inc,

as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company,

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. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT, PHASE I

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 _____

Reginald West
By

President
Title

Surety _____

Robin Johnston
By Attorney-in-Fact

Address, Attorney-in-Fact
Subscribed and sworn to before me
this 21st **day of** March, **20**16

My commission expires: 03-19-2019

Scott C Adams
Notary Public

SCOTT C ADAMS
NOTARY PUBLIC, ARIZONA
PIMA COUNTY
My Commission Expires
March 19, 2019

THE FACE AND REVERSE OF THIS DOCUMENT HAVE A COLORED FLAG ON WHITE PAPER

EMC INSURANCE

P.O. Box 712 • Des Moines, IA 50306-0712

No. B23752

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. **Employers Mutual Casualty Company, an Iowa Corporation**
2. **EMCASCO Insurance Company, an Iowa Corporation**
3. **Union Insurance Company of Providence, an Iowa Corporation**
4. **Illinois EMCASCO Insurance Company, an Iowa Corporation**
5. **Dakota Fire Insurance Company, a North Dakota Corporation**
6. **EMC Property & Casualty Company, an Iowa Corporation**
7. **Hamilton Mutual Insurance Company, an Iowa Corporation**

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:
ADAM GRIGGS, JOHN KNAPP, ROBIN JOHNSTON

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Five Million Dollars.....$5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2016 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 27th day of MAY, 2015.

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

HAMILTON MUTUAL INSURANCE CO. MUTUAL INSURANCE DES MOINES, IOWA

NOTARIAL SEAL IOWA
KATHY LYNN LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2016

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel
Assistant Vice President

On this 27th day of MAY AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on MAY 27, 2015 on behalf of:
ADAM GRIGGS, JOHN KNAPP, ROBIN JOHNSTON

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of MARCH, 2016.

Vice President

7832 (1-14)

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 011516-MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
   Pima Paving Inc.
   5180B N La Cholla Blvd Tucson, AZ 85705
   (520) 888-2820

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
   _____Yes ___✓___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. (see attached letter)
   b. A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference. (see Bid Schedule)
   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. (see Reference List)

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. (see attached letter) 2

e. List the specific qualifications the Contractor has in supplying the specified services. (see attached letter) 1

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

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** .75
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Arizona Contractor License Number:** 084295

Signature of Authorized Representative

Howard Stough
Printed Name

Vice President
Title

PIMA PAVING, INC.

March 22, 2016

Gila County Procurement Department
1400 East Ash Street
Globe, AZ 85501

RE: Qualification and Certification Form (QC-1 To QC-2)
Bid: 011516 – Mesa Del Caballo Street Improvements Project-Phase I

To Whom It May Concern:

This letter serves to provide the additional information requested on the Qualification and Certification Form.

Pima Paving, Inc. has been a general contractor specializing in road construction since 1978. The current Directors and President have been with the Company for decades and continue to be intimately involved in its operation. Between the three main figures in the Company there is more than 95 years of construction experience.

Pima Paving, Inc. has completed projects all over the state of Arizona, from border towns to the rim of the Grand Canyon. We are experienced in working both with federal entities, such as the USDA Forest Service, and smaller government entities, such as towns/cities/counties. Some of our projects have been located in very remote, hard-to-access areas but that has proven not to be an issue in completing quality projects in a timely manner.

We look forward to the opportunity to work for you. Thank you for your consideration.

Sincerely,

Howard Stough
Vice President
Pima Paving, Inc.

5180B N La Cholla Blvd
Tucson, AZ 85705

Phone: (520) 888-2820
Fax: (520) 888-2864

PIMA PAVING, INC.

March 22, 2016

Gila County Procurement Department
1400 East Ash Street
Globe, AZ 85501

RE: List of Subcontractors (QC-1 To QC-2)
Bid: 011516 – Mesa Del Caballo Street Improvements Project-Phase I

To Whom It May Concern:

This letter serves to provide the additional information requested on the Qualification and Certification Form.

We wish to list to following company as an intended subcontractor for this project:

- Palo Verde Constructors (for asphalt pulverization)
  - AZROC # 187565
  - Contact: Patrick Shields
  - Phone: 602-510-9350

Thank you for your consideration.

Sincerely,

Howard Stough
Vice President
Pima Paving, Inc.

5180B N La Cholla Blvd
Tucson, AZ 85705

Phone: (520) 888-2820
Fax: (520) 888-2864

GILA COUNTY
REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References
Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Pima County Transportation Dept
   Contact: Ali Fermawi
   Phone: (520) 740-2813
   Address: 1313 S. Mission Rd, Bldg 11 Tucson, AZ 85713

2. **Company:** Town of Marana
   Contact: Patrick O'Kane
   Phone: (520) 382-1999
   Address: 11555 W Civic Center Dr Marana, AZ 85653

3. **Company:** City of Sedona
   Contact: Andy Dickey
   Phone: (928) 203-5039
   Address: 102 Roadrunner Dr Sedona, AZ 86336

4. **Company:** Town of Florence
   Contact: Tom Celaya
   Phone: (520) 866-7646
   Address: P.O.Box 2670, 425 E Bugles St Florence, AZ 85132

Pima Paving, Inc.
Name of Business

Signature of Authorized Representative

Vice President
Title

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: Pima)

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

That he is Vice President
(Title)
of Pima Paving, Inc. and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 011516, MESA DEL CABALLO STREET IMROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said

Pima Paving, 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.

Pima Paving, Inc.
Name of Business

By

Vice President
Title

Subscribed and sworn to before me this 22nd **day of** March, **20** 16.

Notary Public

My Commission expires:

CARMEN GONZALES
NOTARY PUBLIC, ARIZONA
PIMA COUNTY
My Commission Expires
March 4, 2018

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of **Invitation for Bid No. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I,** 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.

Pima Paving, Inc.
Name of Business

Signature of Authorized Representative

Vice President
Title

BIDDERS CHECKLIST (CK-1)

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 AND 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 and Date	3/11/16 HS.				

Signed and dated this 22nd day of March, 2016.

Pima Paving, Inc.
CONTRACTOR:

BY:

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, Payson, Arizona, Bid No. 011516**. All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Wednesday, March 23, 2016.**

GILA COUNTY
CONTRACT NO. 011516 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this 22nd day of March, **2016**, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and Pima Paving, Inc. of the City of Tucson, County of Pima, 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. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 011516 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "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 Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Contract continued...

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

Contract continued...

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

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

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

B. **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 **Jeannie Sgroi, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Contract continued...

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 **Jeannie Sgroi, Contracts Administrator, 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:

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **60 Calendar Days of the commencement date as specified on the Notice To Proceed**.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM	DAILY CHARGE PER CALENDAR DAY
All work not complete within the above specified time after start of work.	**$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 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before ***thirty (30) days*** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Contract continued...

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act **(Public Law 101-336, 42 U.S.C. 12101-12213)** and applicable Federal regulations under the Act.

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

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

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

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

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

Contract continued...

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

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 $ 222,907.93 **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:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I
CONTRACT NO. 011516

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

CONTRACTOR:

Contractor Signature

Howard Stough
Print Name

Witness (If Contractor is Individual)

STATUTORY PERFORMANCE BOND (CPB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal,

and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____

Principal **Seal**

_____ _____

Surety **Seal** **By:**

_____ _____

Agency of Record **By:**

_____ _____

Arizona Countersignature **Agency Address**

_____

Address

_____

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)

PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal, and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____

Principal **Seal**

_____ _____

Surety **Seal** **By:**

_____ _____

Agency of Record **By:**

_____ _____

Arizona Countersignature **Agency Address**

_____

Address

_____

Phone Number

GILA COUNTY

CONTRACT PERFORMANCE WARRANTY (CPW-1)

I, Howard Stough, representing

Pima Paving, Inc. (company name)

do hereby warranty the work performed for the:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

(Officer, Partner, Owner) **Date** 3/22/16

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pima Paving, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5180B N La Cholla Blvd

Requester's name and address (optional)
Gila County

6 City, state, and ZIP code
Tucson, AZ 85705

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
86 - 0355263

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here **Signature of U.S. person ▶** [signature] **Date ▶** 3/22/10

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

*Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.*

CONTRACT FORMS

Proposal	P-1 to P-3
Bidding Schedule	BS-1 to BS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 011516 Mesa Del Caballo Street Improvements Project, Payson, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Ricor, 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 (60) Calendar Days from the commencement date as specified on the Notice to Proceed,** and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: Ricor, Inc.

Corporate Address: 3749 E. Superior Ave Phoenix, AZ 85040

Incorporated under the laws of the State of : Arizona

By (Signature): Jorge G. Hahn - Exec. V.P. **Date:** March 22, 2016

President: Wayne E. Rawlings

Secretary: Billie Jo Rawlings

Treasurer: Billie Jo Rawlings

Proposal continued...

NA

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

By (Signature): _____ **Date:** _____

Name and Address of Each Member: _____

_____

_____

_____

_____

If by an Individual:

Signature: _____ **Date:** _____

BIDDING SCHEDULE (BS-1 to BS-2)

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: Ricor, Inc.

TOTAL CONTRACT PRICE, for the sum of $ 322,666.00

WRITTEN TOTAL CONTRACT PRICE

Three Hundred Twenty Two Thousand Six Hundred Sixty Six **Dollars**

and Zero **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Pages BS-2 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.

Invitation for Bids No. 011516
MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

BIDDING SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED AMOUNT
201	Clearing and Grubbing	L.SUM	1	3,725.00	3,725.00
202	Removal of Structures and Obstructions	L.SUM	1	10,000.00	10,500.00
205	Grading Roadway for Pavement	SQ.YD.	5200	9.95	51,740.00
303	Aggregate Base, Class 2	CU.YD.	870	62.80	54,636.00
409	Asphaltic Concrete (Misc. Structural)	Ton	715	91.00	65,065.00
501	Pipe, Corrugated Metal, 21"x15"	L.FT	118	100.00	11,800.00
701	Maintenance and Protection of Traffic	L.SUM	1	4,800.00	4,800.00
810	Erosion Control and Pollution Prevention	L.SUM	1	600.00	600.00
901	Mobilization	L.SUM	1	87,900.00	87,900.00
924	Force Account Work (Unforeseen Conditions)	L.SUM	1	$20,000.00	$20,000.00
925	Construction Surveying and Layout	L.SUM	1	11,900.00	11,900.00

Total Base Bid $322,666.00

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Ricor, Inc.,

as Principal, hereinafter called the Principal, and The Hanover Insurance Company,

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

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. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT, PHASE I

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: March 17th, 2016

Ricor, Inc.
Principal

By Jorge G. Hahn

Title Executive Vice Pres.

The Hanover Insurance Company
Surety

By Attorney-in-Fact David Rybacki

Address, Attorney-in-Fact
Subscribed and sworn to before me this 17th **day of** March, **20** 16

My commission expires: 11/1/18

Notary Public

OFFICIAL SEAL
ROY ROSE
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires Nov. 01, 2018

STATE OF Arizona

COUNTY OF Maricopa

On this 17th day of _March 2016_, before me personally appeared David Rybacki _____, to me known, who, being by me duly sworn, did depose and say: that he resides at _Tempe, AZ_____, that he is the Attorney-In-Fact of _The Hanover Insurance Company__, the corporation described in and which executed the annexed instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

OFFICIAL SEAL
ROY ROSE
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires Nov. 01, 2018

_____
Notary Public

My commission expires _11/1/18__

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

John Norbut, David Rybacki, Roy Rose and/or Adam Beyer

Of **Reliable Risk Management LLC, Tempe, AZ,** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any surety bond, recognizance or obligation in the United States, not to exceed Fifty Million Dollars ($50,000,000.00) in any single instance.

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 4th day of **December, 2015**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 4th day of **December, 2015** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 4, 2022

Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 17th day of March 2016.

CERTIFIED COPY

Theodore G. Martinez, Vice President

GILA COUNTY

QUALIFICATION AND CERTIFICATION FORM (QC-1 TO QC-2)

Purpose

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

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

Contract Number 011516-MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
   Ricor, Inc.
   3749 E. Superior Ave
   Phoenix, AZ 85040

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

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

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

5. Contractor must also provide at least the following information:
   a. A brief history of the Contractors Firm.
   b. A Cost Proposal shall be submitted on the Bid Schedule, 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:** .72
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:** 070794 - A General

Signature of Authorized Representative

Jorge G. Hahn
Printed Name

Executive Vice President
Title

GILA COUNTY
REFERENCE LIST (RL-1)

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References
Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Hunt / PENTA
   Contact: Dan Holbert
   Phone: 602-225-9500
   Address: 426 N. 44th St Ste 410 Phoenix, AZ 85008

2. **Company:** Salt River Pima Maricopa Indian Community
   Contact: Jennifer Jack
   Phone: 480-362-7900
   Address: 10000 S. Pima Rd, Scottsdale, AZ

3. **Company:** ESI Constructors
   Contact: Mike Schwartz
   Phone: 262-369-3535
   Address: 950 Walnut Ridge Drive , Hartland, WI 53029

4. **Company:** Renaissance Companies
   Contact: Brett Eklund
   Phone: 480-967-0880
   Address: 3300 N. 3rd Ave Phoenix, AZ 85067

Ricor Inc
Name of Business

Signature of Authorized Representative

Jorge G. Hahn - Exec. V.P.
Title

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

Jorge G. Hahn
(Name of Individual)
being first duly sworn, deposes and says:

That he is Executive Vice President
(Title)
of Ricor, Inc. and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 011516, MESA DEL CABALLO STREET IMROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said

Ricor, 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.

Ricor, Inc.
Name of Business

By Jorge G. Hahn

Executive Vice President
Title

Subscribed and sworn to before me this 22ND **day of** March, 20 16.

Notary Public

My Commission expires: 5/5/17

TRACY PALMER
Notary Public - Arizona
Maricopa County
My Commission Expires
MAY 5, 2017

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of **Invitation for Bid No. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I,** 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.

Ricor, Inc.
Name of Business

Signature of Authorized Representative
Jorge G. Hahn

Executive Vice President
Title

BIDDERS CHECKLIST (CK-1)

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 AND 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 and Date	3/16				

Signed and dated this 23rd day of March, 2016.

Ricor, Inc.
CONTRACTOR:

BY: Jorge G. Hahn
Exec Vice President

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, Payson, Arizona, Bid No. 011516**. All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Wednesday, March 23, 2016.**

GILA COUNTY
CONTRACT NO. 011516 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this _____ day of _____, **2016**, 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. 011516, MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 011516 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "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 Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Contract continued...

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

Contract continued...

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

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

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

B. **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 **Jeannie Sgroi, Contracts Administrator, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

Contract continued...

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 **Jeannie Sgroi, Contracts Administrator, 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:

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **60 Calendar Days of the commencement date as specified on the Notice To Proceed**.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM	DAILY CHARGE PER CALENDAR DAY
All work not complete within the above specified time after start of work.	**$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 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before ***thirty (30) days*** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Contract continued...

ARTICLE IX – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor.

The **Contractor** shall comply with the applicable provisions of the Americans with Disabilities Act **(Public Law 101-336, 42 U.S.C. 12101-12213)** and applicable Federal regulations under the Act.

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

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

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

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

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

Contract continued...

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

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:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I
CONTRACT NO. 011516

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
***for* Bradley D. Beauchamp, County Attorney**

CONTRACTOR:

_____
Contractor Signature

_____
Print Name

_____
Witness (If Contractor is Individual)

STATUTORY PERFORMANCE BOND (CPB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal,

and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____

Principal **Seal**

_____ _____

Surety **Seal** **By:**

_____ _____

Agency of Record **By:**

_____ _____

Arizona Countersignature **Agency Address**

_____

Address

_____

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-1)

PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That,

_____

_____, (hereinafter called the Principal), as Principal, and

_____

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

_____

Principal **Seal**

_____ _____

Surety **Seal** **By:**

_____ _____

Agency of Record **By:**

_____ _____

Arizona Countersignature **Agency Address**

_____

Address

_____

Phone Number

GILA COUNTY

CONTRACT PERFORMANCE WARRANTY (CPW-1)

I, _____, representing

_____ (company name)

do hereby warranty the work performed for the:

MESA DEL CABALLO STREET IMPROVEMENTS PROJECT-PHASE I, PAYSON, ARIZONA,

for a period of **two (2) years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

_____

(Officer, Partner, Owner) **Date**

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ricor Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3749 E. Superior Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Phoenix, AZ 85040

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
8 6 - 0 3 2 6 6 3 2

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 3.22.16

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

GILA COUNTY
MESA DEL CABALLO STREETS IMPROVEMENT PROJECT – PHASE I
INVITATION FOR BID NO. 011516

ADDENDUM #1:
DATE: 03/11/2016

REVISIONS AND CLARIFICATIONS:

1. Insert "ADOT Specification Section 108.05 – Limitation of Operations" into the Specifications Section of Invitation for Bid No. 011516, as well as the Table of Contents.

2. ***QUESTION:*** Does the entire bid packet need to be submitted with the proposal?
   ANSWER: **Submittal of Pages 80-102 and the W-9 form, in triplicate, all with original signatures, will be acceptable.**

3. ***QUESTION:*** Is Contractor Quality Control required for this project?
   ANSWER: **Yes. Contractor Quality Control shall adhere to the requirements of Section 106 Control of Material. Also, certain items of work have specific requirements, such as compaction specifications for aggregate base material and asphalt concrete. The Contractor shall be responsible to provide proof of compliance of all contract specifications for such items and any other item of work as applicable. Such proof will be required for acceptance of said materials by the Owner. No method of measurement or basis of payment will be made for Control of Materials or Contractor Quality Control, the cost being considered as included in contract items. See page 61 - Section 109 Measurement and Payment-Item C.**

4. ***QUESTION:*** What taxes are applicable for this project?
   ANSWER: **Gila County does not advise contractors on tax liabilities. It is the responsibility of the Contractor to ensure that their bid price includes all applicable taxes as stated on Pages 3, 99 and 102 of the Invitation for Bid.**

5. ***QUESTION:*** Is there a separate pay item for adjustment of manholes and valve boxes?
   ANSWER: **No. See Page 10 of 102 - Existing Utility Manholes and Valve Box Adjustments.**

6. ***QUESTION:*** Where does MAG Standard Detail 201 apply?
   ANSWER: **A thickened edge is required where new pavement is placed next to existing pavement only. See Page 70 - Section 409 Asphalt Concrete (Miscellaneous Structural).**

7. ***QUESTION:*** Where can water be acquired for use on the project?
   ANSWER: **Contractor's will need to locate their own source of water for use on the project.**

8. ***QUESTION:*** There are no survey control (monuments) shown on the plans. Will those be provided?
   ANSWER: **Yes. Gila County will provide adequate survey control for the project as well as make available the CAD base file to the Contractor. This information will be provided to the successful bidder once the project is awarded.**

9. ***QUESTION:*** Does the County want the asphalt millings?
   ANSWER: **No. Contractor shall be responsible for disposal of the asphalt millings.**

10. ***QUESTION:*** When will the project be awarded?
    ANSWER: **Refer to Page 20 of 102 - Section 103-04 Award of Contract.**

11. ***QUESTION:*** Will storm water pollution prevention plans be provided by Gila County?
    ANSWER: **No. The Contractor shall be responsible for storm water pollution prevention plans, if needed for this project. See Page 61 of 102 - Section 109 Measurement and Payment – Item F.**

12. ***QUESTION:*** Was an engineer's estimate done for the project and is it available to the Contractors for viewing?
    ANSWER: **For budgetary purposes, Gila County has estimated this project at or around $200,000.00.**

ADDITIONAL INFORMATION ATTACHED:

3. Sign-In Sheets from Pre-Bid Walk Through

This concludes Addendum No. 1 to Invitation for Bid No. 011516

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

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

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

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

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

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

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

ARF-3657 **Regular Agenda Item** **3. L.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted By:	Jacque Sanders, Asst. County Manager/Librarian		
Department:	Asst County Manager/Library District		
Fiscal Year:	2016	Budgeted?:	Yes
Contract Dates Begin & End:	March 2016 through March 2017	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Authorize $5,000 to assist with funding a Mexican Wolf deoxyribonucleic acid (DNA) Study.

Background Information

As the United States Fish and Wildlife Service has been moving forward with the expansion of the Mexican Wolf recovery effort, questions among the stakeholders have risen regarding the actual species being released, and the lack of available independent science regarding the species. A collaborative group of public and private interested parties are moving forward with funding a scientific study of the Mexican Wolf DNA.

Objectives: Review the literature to identify, obtain and reanalyze existing genetic data sets (i.e. mtDNA sequences, SNPs (single nucleotide polymorphism), and microsatellites) to determine: a) the extent to which Native American dogs may be under-represented in previous genetic comparisons between Mexican wolves and dogs; b) the extent to which the Mexican wolf population may contain hybrids from the Native American dog lineage in addition to the well documented European dog breeds; and, c) identify additional genetic sampling needed (if any) to quantify the above.

Wildlife Science International, Inc. has been selected to conduct the study.

The Eastern Arizona Counties Organization (ECO) has agreed to be the fiduciary agent for this study. The estimated cost for this study is $80,000. The Arizona Cattle Growers Association, the Eastern Arizona Counties Organization and private donors have each pledged $10,000. Each member county of the ECO has been asked to contribute $5,000. The New Mexico Cattle Growers Association, along with local cattle associations, private donors and sportsman groups have been contacted to donate, to bring the total to $80,000.

Evaluation

Significance: Recent genetic analyses on the evolution of wolves and dogs has shown that dogs were derived from domesticated wolves in Eurasia approximately 15,000 to 32,000 years ago (Savolainen et al. 2002; Ardalan et al. 2011; Brown et al. 2011; Ding et al. 2011; Pang et al. 2009; Skoglund et al. 2011; Thalmann et al. 2013). Dogs subsequently accompanied early human colonization of North America over the Bering Land bridge and have been found in numerous archaeological sites in North and South America (Colton 1970; Brothwell et al. 1979; Morey and Wiant 1992; Lupo et al. 1994; Leonard et al. 2002; Goebel et al. 2008; Vellanoweth et al. 2008; Castroviejo-Fisher et al. 2011; Aush et al. 2013). The archaeological and anthropological literature provides documentation that these Native American dogs also hybridized with wolves in the wild or in captivity (Audubon and Bachman 1851, as cited in Elder and Hayden 1977; Walker and Frison 1982), and one culture in Mexico deliberately produced wolf-dog hybrids for ceremonial purposes (Valadez et a. 2002). Therefore, any genetic comparison of Mexican

wolves with dogs must include a sample of dogs derived from those brought to North America by native people rather than just including sampling from European dog breeds, otherwise the study could fail to detect the complete wolf-dog hybridization. However, the scientific literature that included comparisons with Mexican wolf genetics (i.e. Garcia-Moreno et al. 2003; Fitak 2014; Cronin et al. 2015a) make no mention of these studies and apparently utilized only European dog breeds for comparisons (or, in the case of Garcia-Moreno et al. 2003, did not state the dog breeds used). This is a significant data gap because domestic dogs brought by Native Americans would have had a longer period of contact with wolves (at least 8,500 years), and therefore, more likely to have hybridized with Mexican wolves, than dogs brought from Europe (hundreds of years).

The proposed data compilation and re-analysis (similar to that of Cronin et al. 2015a) will fill a critical data gap to allow testing of the hypothesis that the current Mexican wolf population may have had a larger hybrid origin with dogs than has been detected by previous genetic analyses. Data would include: publicly accessible databases and privately held databases (if the latter data can be obtained under a data share agreement or Freedom of Information Act Request).

Conclusion

Participating in this scientific study of the DNA of the modern Mexican Wolf will add to the existing information and fill a critical data-gap while seeking a scientific answer with regard to what degree the Mexican Wolf is a hybrid as well as attempt to determine when the hybridization occurred.

Recommendation

Staff recommends that Gila County provide $5,000 to assist with funding the Mexican Wolf DNA Study as one of the affected counties and interested parties in this effort. The Eastern Arizona Counties Organization will act as fiduciary for this project.

Suggested Motion

Information/Discussion/Action to provide $5,000 from the Gila County Natural Resources Fund to the Eastern Arizona Counties Organization to be used to assist with funding a study of the Mexican Wolf DNA. **(Jacque Sanders)**

Attachments

No file(s) attached.

ARF-3698 **Regular Agenda Item 3. M.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted For:	Jacque Griffin, Asst. County Manager/Librarian		
Submitted By:	Jacque Sanders, Asst. County Manager/Librarian		
Department:	Asst County Manager/Library District		
Fiscal Year:	2017	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2016 - June 30, 2017	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Renewal of Grantee Agreement No. GRA-RC029-16-0761-01-Y2 between the Arizona Early Childhood Development and Health Board San Carlos Apache Regional Partnership Council (First Things First) and Gila County Library District.

Background Information

The Gila County Library District has been offered a renewal of the Grantee Agreement from the San Carlos Apache Regional Partnership Council and First Things First to provide early literacy outreach for the families and children age birth to five of the San Carlos Apache Nation. This reimbursement grant is for the period July 1, 2016, through June 30, 2017, in the amount of $70,000. The renewal must be submitted to the First Things First Regional Council by April 8, 2015, in order to be eligible for funding.

Evaluation

The current Early Literacy Grant from First Things First has been highly successful in providing curriculum materials and educational training to the Early Literacy Coordinator and the San Carlos Library for their use in programming and training for parents. Additionally, library staff has heard only positive comments regarding the training provided to parents on the importance of early literacy skills and the importance of reading to their children. At this time, 665 children ages birth to five are enrolled in this program and receive books each month to foster the importance of reading, the six pre-reading skills, and provide parents with material to read each month. Since fiscal year 2013, 430 children have 'graduated' from the program.

The Early Literacy Coordinator will continue to tailor and adapt programming geared at these ages, to encourage families to expand the reading opportunity by visiting the library and borrowing other books to read. Community liaisons will continue outreach to parents of children ages birth to five years of age throughout areas served by the San Carlos Apache Regional Council of First Things First.

Conclusion

This grant allows the Library District the opportunity and ability to continue to provide early literacy training and materials to children ages birth to five in the San Carlos Apache Region. The goal of the grant is to distribute 15,000 books and conduct 75 parenting workshops for families of children birth to five.

Recommendation

The Gila County Library District recommends that the Board of Supervisors approve the renewal of this Grantee Agreement between the Gila County Library District and the San Carlos Apache Regional Partnership Council, and First Things First in the amount of $70,000 for the period July 1, 2016, through June 30, 2017.

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 the renewal of Grantee Agreement No. GRA-RC029-16-0761-01-Y2 between the San Carlos Apache Regional Partnership Council, First Things First, and the Gila County Library District, which is a "Community-Based Literacy Grant" in the amount of $70,000 for the period July 1, 2016, through June 30, 2017. **(Jacque Sanders)** **(Motion to adjourn as the Gila County Library District Board of Directors, and reconvene as the Gila County Board of Supervisors)**

Attachments

Grant Renewal Notification San Carlos 2017

FY16 San Carlos Grant

County Attorney's Comment

FIRST THINGS FIRST	**Grant Renewal Amendment Notification**	Early Childhood Development and Health Board (First Things First)
	Grant Renewal/2017 Grant Award GRA-RC029-16-0761-01-Y2 San Carlos Apache Regional Partnership Council Parenting Outreach and Awareness	4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012 (602) 771-5100

CONTRACTOR:

Gila County Library District

PURPOSE OF AMENDMENT:

1. Pursuant to the Special Terms and Conditions, Contract Renewal, for the above referenced grant award, the State of Arizona hereby exercises its sole option to renew the grant award number referenced above. The renewal award period is July 1, 2016 through June 30, 2017.

2. Total award amount for the grant period is $70,000.00.

3. Contracted Service Units:
   Primary Strategy: Parenting Outreach and Awareness

   Number of participating practices 0
   Number of workshops held 75
   Number of resource guides distributed 0
   Number of events held 0
   Number of books distributed 11130

4. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.

5. The current approved budget will be applied to the 2017 grant award and implementation of the grant will continue as originally proposed for the previous fiscal year.

6. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment	The above referenced amendment is hereby executed effective July 1, 2016 once signed and dated below:
Signature	Josh Allen CFO/COO
Name	Date
Title	
Date	

TO: Josh Allen, Chief Financial Officer
FROM: Marjorie Bennett

RE: Items for CFO Signature

DATE: June 1, 2015

Below you will find a brief summary of the grant agreements or amendments that are provided for your review & signature. If you have any questions, please let us know and thank you in advance.

Grant Agreements

Grantee: Gila County Library District
Regional Partnership Council: San Carlos
Funding: $70,000
Authorized: Approved at the June 2015 Board Meeting
Program Services

- Gila County Library District and the San Carlos Library will continue encouraging the existing "Every Child Ready to Read" and "Brain Time" early literacy programs that provide training to parents about the importance of early literacy development for young children birth through age five.
- They will focus on:
    a. The Community Liaisons and the Early Literacy Program Coordinator will conduct outreach in locations where parents of children ages birth to five years of age might be found
    b. As an incentive and reward, each month, each child whose parents listen to the early literacy information will receive a book in the mail address to the child
    c. Gila County Library District will persist in its collaborative efforts striving to reach as many parents/caregivers of children birth through five with their Early Literacy message

Target Service Units

- 15,000 Books to be distributed
- 75 workshops to be held

Grant Agreement Summary

GRA Number: GRA-RC029-16-0761-01	**Region/Funding Source:** San Carlos Apache Regional Partnership Council

Applicant Information:

Gila County Library District
1400 E. Ash Street
Globe, Arizona 85501

Contact Name: Jacque Griffin
Email: jgriffin@gilacountyaz.gov
Phone Number: (928) 402-8770

Strategy: Parenting Outreach and Awareness	**Amount Available for Award:** $70,000

Target Service Units:

Parenting Outreach and Awareness

- 11,130 books distributed
- 75 workshops held

Brief Description:

The intent of the promising practice strategy, Parenting Outreach and Awareness, is to increase families' awareness of positive parenting; child development including health, nutrition, early learning and language acquisition; and, knowledge of available services and supports to support their child's overall development.

Grant Term/Estimated Start Date: The estimated grant term is July 1, 2015 through June 30, 2016, unless terminated, cancelled or extended.	**Contact Information:** Marjorie Bennett Fiscal Specialist First Things First Email: mbennett@azftf.gov Phone: (602) 771-5084

GRANT AGREEMENT

GRA-RC029-16-0761-01

Between The
Arizona Early Childhood Development and Health Board
San Carlos Apache Regional Partnership Council
(First Things First)
And
Gila County Library District
(Grantee)

I. Purpose

The intent of the promising practice strategy, Parenting Outreach and Awareness, is to increase families' awareness of positive parenting; child development including health, nutrition, early learning and language acquisition; and, knowledge of available services and supports to support their child's overall development.

II. Term, Renewal

The term of the Agreement is July 1, 2015 through June 30, 2016. The parties may renew this Agreement for up to two (2) additional twelve (12) month extensions (including lesser parts thereof).

III. Description of Services

A. The 2014 Regional Needs and Assets Report for the San Carlos Apache region reports that half of third-graders in Fort Thomas Unified School District and 21 percent of third-graders in San Carlos Unified School District passed the reading portion of the Arizona's Instrument to Measure Standards (AIMS). The San Carlos Apache Regional Partnership Council would like this strategy to implement the Imagination Library for children ages birth to five in the region. By implementing this strategy it is the hope of the Regional Partnership Council that families get excited about reading to their children and have a home environment rich with books (Exhibit A).

B. Parenting Outreach and Awareness provides families of young children with information, materials or connections to resources and activities that increase awareness of the importance of literacy rich home environments and reading daily with young children. The San Carlos Apache Regional Partnership Council is funding this strategy with the book distribution and parenting workshop components. It is not the intent of the Regional Partnership Council to fund earned media or paid advertising (Exhibit A).

C. The target population is families of children birth to five years of age in the San Carlos Apache region. Through this grant agreement, 11,130 books will be distributed and 75 parenting workshops will be held (Exhibit A).

IV. GRANTEE'S Responsibilities

The Grantee shall:

A. Prior to entering into this Agreement, have completed and submitted to First Things First for review and approval the following forms and documents:

1. Agency/Organization Profile
2. Program Personnel Table/Program Organization Chart
3. Required Narrative Responses
4. Implementation Plan
5. Line-Item Budget and Budget Narrative
6. Funding Sources and Financial Controls

The completed forms and documents comprise part of this Agreement.

B. Complete the Program(s) and Implementation Plan described in Section IV.A. In providing these services, the Grantee shall act in accordance with its Program Questions and Narrative Responses and the approved budget as well as the following First Things First documents: the Scope of Work (Exhibit A), Guidance Materials (Exhibit B), and the Data Security Guidelines and Requirements for Collaborators (Exhibit C). **Submission is requested on April 1, 2015 at 4:00 pm.**

C. Coordinate and collaborate with all First Things First grant recipients, as collaboration is critical to developing a seamless service delivery system for children and families.

D. Submit timely the reports described in Section VI.

V. Reimbursement/Payment

A. First Things First shall pay the Grantee on a cost-reimbursement basis for expenses approved in the budget, up to $70,000, on the terms described in this Section.

B. Payment is conditioned upon receipt by First Things First of timely, accurate and complete (i) reimbursement documents, (ii) Program Narrative Reports and (iii) Data Submission Reports submitted via the First Things First Partner Grant Management System (PGMS). Payments shall be made only for those services performed or goods received.

C. The Grantee shall submit reimbursement requests at least quarterly, though not more frequently than monthly. **The Grantee shall submit a final reimbursement request marked "final" no more than forty-five (45) days after the Agreement end date.** Expenses eligible for reimbursement must be paid, accrued or obligated by the Grantee

by the Agreement term end date. Final payment shall be contingent upon receipt of all fiscal, programmatic, and data reports required of the Grantee under this Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement end date will not be paid.

D. Funds provided to the Grantee under this Agreement shall only be used to fulfill the Grantee's responsibilities under this Agreement. Any questions regarding the appropriate use of the funds shall be resolved by mutual agreement between the parties.

E. If the Grantee receives reimbursement for expenditures that are disallowed by an audit exception by First Things First, the state or the federal government, the Grantee shall promptly repay the funds to First Things First.

VI. Quarterly Program Narrative and Data Submission Reporting Requirements

A. At a minimum, the Grantee shall submit quarterly one Program Narrative Report and three Data Submission Reports (one per month) by the 20th of the month following the quarter via PGMS. Failure to submit timely reports will result in suspension of reimbursement. The reports shall contain such information as deemed necessary by First Things First.

B. Program Narrative and Data Submission Reports are due:

1st Quarter (July 1 - September 30)	Due: October 20
2nd Quarter (October 1 - December 31)	Due: January 20
3rd Quarter (January 1 - March 31)	Due: April 20
4th Quarter (April 1 - June 30)	Due: July 20

C. If the Grantee provides services to more than one First Things First region (multi-regional strategies), the Grantee shall collect, store and report the data for the Data Submission Reports separately for each region served.

VII. General Terms

A. FTF Grants Uniform Terms and Conditions. First Things First's Grants Uniform Terms and Conditions (revision date January 2015) are hereby incorporated by reference into this Agreement as if fully set forth herein. Copies of this document are available at http://www.azftf.gov/WhatWeDo/Funding/Pages/Eligibility.aspx (under Eligibility), by emailing grants@azftf.gov or by calling the First Things First Procurement Specialist, at 602-771-5114.

B. Working on Sovereign Tribal Land. If the Grantee performs any work under this Agreement on sovereign land of an Indian tribe or nation, the Grantee shall comply with any requirements set forth by the tribal government in relation to essential

functions of the grant operation, including data collection. It is a material requirement of this Agreement that the Grantee follow all First Things First tribal policies and procedures including the Tribal Data Policy, complete all Institutional Review Board (IRB) requirements, obtain all appropriate parental consents and obtain appropriate tribal approvals as designated by tribal authorities.

C. Non-Discrimination. The provisions of State Executive Order 2009-09 are incorporated herein by reference. These provisions mandate, in part, that contractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee shall also comply with all other applicable state and federal statutes, regulations and executive orders concerning non-discrimination practices, including the Americans with Disabilities Act and Federal Executive Order No. 13279 – Equal Protection of the Laws for Faith-Based and Community Organizations.

D. Records. Pursuant to A.R.S. § 8-1174, the Grantee shall retain and shall contractually require each subcontractor and subgrantee to retain all books, accounts, reports, files and other records ("records") relating to the Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by the State (including First Things First) and by an independent auditor at all reasonable times. Upon request, the Grantee shall produce any or all such records at First Things First's main office in Phoenix, Arizona.

   Notwithstanding the foregoing paragraph, pursuant to 2 C.F.R. § 200.333, if the grant includes federal pass-through funds, then the Grantee shall retain and shall contractually require each subcontractor and subgrantee to retain all records pertaining to the federal pass-through funds for a period of three years from the date of submission of the final expenditure report and until any litigation, claims or audit findings involving the records have been resolved and final action taken. All such records shall be accessible and subject to audit in accordance with 2 C.F.R. § 200.336. This paragraph does not apply to a grantee, subgrantee or subcontractor that is a federal agency.

E. Non-Availability of Funds. Every payment obligation of First Things First 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 First Things First at the end of the period for which funds are available. No liability shall accrue to First Things First in the event this provision is exercised, and First Things First shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

F. Relationship of Parties. The Grantee under this Agreement is an independent contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party.

VIII. Agreement Administration and Operations

A. Advertising, Publishing and Promotion of Agreement. The Grantee shall not use, advertise or promote information for commercial benefit concerning this grant without the prior written approval of First Things First.

B. Review of Printed Materials. First Things First must review and approve all Grantee publications and/or media funded or partially funded through this Agreement for compliance with this Agreement. The Grantee shall submit to First Things First via PGMS all print and electronic materials related to the programs and services funded under this Agreement before publicly distributing those materials so that First Things First may first review and approve prior to release. If deemed necessary by First Things First, the Grantee shall revise the materials as indicated by First Things First before publicly distributing the materials. First Things First shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

C. Acknowledgment of FTF Funding. The Grantee shall recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all publicly distributed print or electronic materials related to those programs and services. The Grantee shall make this recognition in a manner described in First Things First's most current protocol and style guide. First Things First will post any updates to the protocol and style guide under the Grantee Resources section of PGMS. The Grantee shall also recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all formal oral presentations and media interviews related to those programs and services.

D. Public Awareness Efforts. The Grantee shall consult with First Things First in the planning of public awareness/marketing strategies, such as websites, advertising or media campaigns, related to the programs or services funded under this Agreement.

E. Property of the State. Any materials and data required to be collected, delivered or created under this Agreement, including but not limited to reports, computer programs and other deliverables, are the sole property of the State (First Things First). The Grantee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Grantee shall not use or release these materials without the prior written consent of First Things First.

F. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Agreement and any related subcontract or subgrant ("Intellectual Property"), shall be work made for hire and First Things First shall be considered the creator of such Intellectual Property. First Things First shall own (for and on behalf of the State) the entire right, title and interest

to the Intellectual Property throughout the world. The Grantee shall notify First Things First, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s) and subgrantee(s). The Grantee, on behalf of itself and any subcontractor(s) and subgrantee(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Grantee or its subcontractor(s) and subgrantee(s) to any entity not the State without the express written authorization of First Things First.

IX. Indemnification

A. Not State Agency. This paragraph applies if the Grantee is not a department, agency, board, commission or university of the State. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, costs or expenses (including reasonable attorneys' fees) ("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 or any of its officers, officials, agents, employees or volunteers.

B. Patent and Copyright. The Grantee 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 grant performance or use by the State of materials furnished or work performed under this Agreement. The State shall reasonably notify the Grantee of any claim for which it may be liable under this paragraph. This paragraph does not apply if the Grantee is insured pursuant to A.R.S. § 41-621.

C. Subcontractors. The Grantee shall contractually require its subcontractors and subgrantees, if any, to defend, indemnify and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees ("State") from and against any and all Claims (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) 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 subcontractor or subgrantee or any of its owners, officers, directors, agents, employees or volunteers. This indemnity shall include any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the subcontractor or subgrantee 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 State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the subcontractor or subgrantee from and against any and all Claims. It is agreed that the

subcontractor or subgrantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

X. Insurance.

The Grantee shall provide a Certificate of Self-Insurance. The Certification shall be sent directly to First Things First, Fiscal Specialist, 4000 N. Central, Suite 800, Phoenix, Arizona 85012. If the Grantee is a department, agency, board, commission or university of the State of Arizona, then the Certificate of Self-Insurance requirement does not apply.

In addition, the Grantee shall contractually require its subcontractors to procure and maintain until all of its obligations have been discharged or satisfied, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work by the subcontractor and its owners, officers, directors, agents, employees, or volunteers. The insurance policies shall be in accordance with recommendations of the Risk Management Division of the Arizona Department of Administration and consultation with First Things First.

XI. Termination Upon 30 Days Notice

In addition to the termination provisions incorporated by reference, either party may terminate the Agreement for any or no reason by giving at least thirty (30) days written notice of termination to the other party. If the Grantee requests termination under this provision, the Grantee shall cooperate with reasonable requests from First Things First to decrease services and costs related to the Agreement.

XII. Notices

The Grantee shall address all notices related to this Agreement to:

First Things First
Finance Division
4000 N. Central Avenue, Suite 800
Phoenix, AZ 85012

First Things First shall address all notices related to this Agreement to:

Gila County Library District
1400 E. Ash Street
Globe, Arizona 85501

XIII. Authority to Execute this Agreement

Each individual executing this Agreement represents and warrants that he or she is duly authorized to do so.

XIV. In Witness Whereof

The parties hereto agree to carry out the provisions of this Agreement.

FOR AND BEHALF OF
Gila County Library District

Michael Pastor
Chairman, Gila County Board of Supervisors

5/12/15
Date

FOR AND BEHALF OF THE
Arizona Early Childhood Development And Health Board

Josh Allen
CFO/COO

6/9/15
Date

Grant Agreement Attachments and Exhibits

Attachment A	Agency/Organization Profile
Attachment B	Program Personnel Table/Program Organization Chart
Attachment C	Required Narrative Responses
Attachment D	Implementation Plan
Attachment E	Line Item Budget and Budget Narrative
Attachment F	Funding Sources and Financial Controls

Exhibit A	Overview of First Things First and Scope of Work
Exhibit B	Guidance Materials
Exhibit C	Data Security Guidelines and Requirements for Collaborators

Attachment A

Agency/Organization Profile

A. Agency/Organization:

Program Name Parent Outreach and Awareness

Agency Gila County Library District

Contact Person Jacque Griffin

Address 1400 E Ash St

Position Assistant County Manager/County Librarian

Address

Email jgriffin@gilacountyaz.gov

City, State, Zip Globe, AZ 85501

Phone 928-402-8770 Ext

County

Fax 928-425-3462

Employer Identification Number: 86-6000444

Agency Classification: ____State Agency _X_County Government ____Local Government ____Schools

____Tribal ____Faith Based ____Non Profit ____Private Organization ____Other

Have you previously conducted business with First Things First using this EIN? _X_**Yes** ____**No**

If not, or if there has been address or EIN changes, please go to https://gao.az.gov/afis/vendor-information, download the State of Arizona Substitute W-9 Form, and submit with your application.

Congressional district (federal) in which agency provides most services: District # 1,4

Legislative district (state) in which agency provides most services: District # 6,7,8

Go to http://www.azredistricting.org and click on Final Maps to identify your congressional and legislative district

Approximate federal funding (from a federal source) to be received in current fiscal year? $ 0.00

Agency's fiscal year-end date: June 30

Agency's accounting method: _X_Cash ____Accrual

Does your organization undergo an annual independent audit in accordance with 2 CFR Part 200, Subpart F?

_X_**Yes** ____**No**

Contact information for firm conducting agency audit:

Audit firm: Moss-Adams

Address: 8800 E. Raintree, Suite 210 Scottsdale, AZ 85260

Phone: 480-444-3424

B. Proposed Program Information/Description:

Amount requested: $70,000

Service area of proposed program: San Carlos Apache Indian Reservation (Zip Codes 85530, 85542, 85550)

Target population of proposed program: Parents of Children Birth through Five

Number of **books distributed**: 11,130 (750 x 12 months plus 780 promo first books plus 1,350 magazines)

Number of **workshops held**: 75

Please provide a brief description (250 words or less) of the proposed program, including service area and target population. This description may be used by First Things First for public information regarding the grant.

Gila County Library District and the San Carlos Library will offer "Every Child Ready to Read" and "Brain Time" early literacy programs that provide training to parents about the importance of early literacy development for young children birth through age five. The Public Services Librarian is the Coordinator for the Dolly Parton's Imagination Library Program and provides support to the Community Liaisons and the Early Literacy Program Coordinator. The Community Liaisons and the Early Literacy Program Coordinator will conduct outreach in locations where parents of children ages birth to five years of age might be found. The Early Literacy Program Coordinator will plan and conduct parent programs at the library and other locations. The Liaisons will talk with parents at various venues throughout the region. As an incentive and reward, each month, each child whose parents listen to the early literacy information will receive a book in the mail addressed to the child. Gila County Library District will persist in its collaborative efforts striving to reach as many parents/caregivers of children birth through age 5 with our Early Literacy message.

C. Contact Information:

The First Things First Partner Grant Management System (PGMS) has four contact slots per contract. The same person may be assigned to more than one slot.

Main Contact: is responsible for the overall program and will have access to all financial, programmatic, and data reports in PGMS.
Finance Contact: is responsible for the submission of reimbursement requests through PGMS and will have access to budget and reimbursement information in PGMS.
Program Contact: is responsible for program implementation and will have access to the program and data reports in PGMS.
Evaluation Contact: is responsible for the program evaluation and data collection activities and will have access to only the data reports in PGMS.

PGMS Contacts		
Main Contact	Name: Jacque Griffin	Email: jgriffin@gilacountyaz.gov
	Title/Position: County Librarian	Phone: 928-402-8770
	Physical Address (if different than the agency address):	
Finance Contact	Name: Pam Beerens	Email: pbeerens@gilacountyaz.gov
	Title/Position: Public Services Librarian	Phone: 928-402-8768
	Physical Address (if different than the agency address):	
Program Contact	Name: Pam Beerens	Email: pbeerens@gilacountyaz.gov
	Title/Position: Public Services Librarian	Phone: 928-402-8768
	Physical Address (if different than the agency address):	
Evaluation Contact	Name: Pam Beerens	Email: pbeerens@gilacountyaz.gov
	Title/Position: Public Services Librarian	Phone: 928-402-8768
	Physical Address (if different than the agency address):	

Attachment B

Program Personnel Table

In the following table, provide a list of all personnel or positions that will be fully or partially funded through the proposed program. For Key Personnel, include the name and position title; pertinent background and/or expertise that specifically relates to the program, including degrees, field of study, number of years in the field, and other qualifications that align with the Standards of Practice requirements; and their roles and responsibilities. If the position is to be hired (TBH), then describe the desired background/expertise/degrees and field of study. For all personnel, provide the Full Time Equivalent (FTE) for each position.

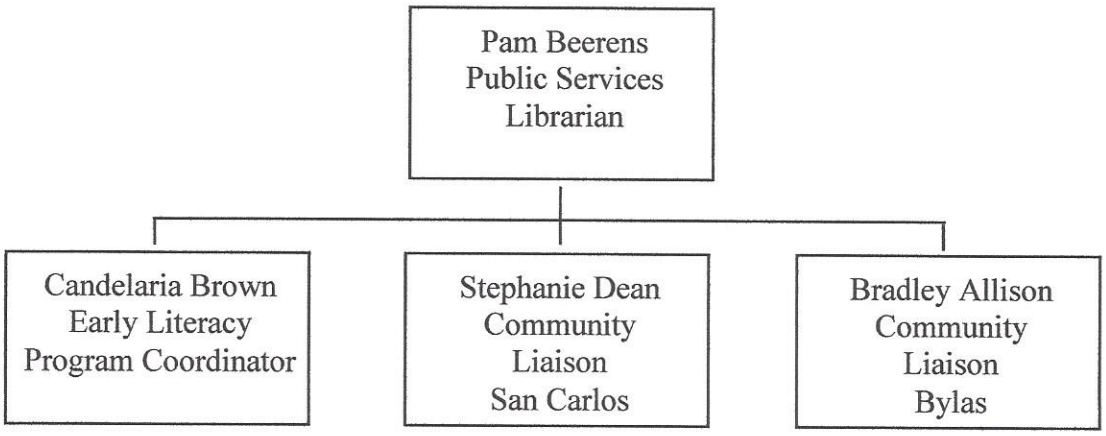
Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.			
Name/ Position Title	**Background/Expertise***	**Key Roles and Responsibilities**	**FTEs funded through the program**
Pam Beerens/ Public Services Librarian	MLS degree, Early Literacy training, grant management experience, computer knowledge, general office experience.	Grant Administration, Financial, Program, create evaluation forms and collect required FTF evaluation data, monitor and evaluate workshops conducted by the Early Literacy Program Coordinator.	*.16*
Candelaria Brown/ Early Literacy Program Coordinator	Has knowledge of Early Literacy Programming. Communicates well with adults and children alike. 2+ years experience working at the local library.	Plan and conduct Early Literacy workshops for parents at San Carlos Library, Head Start, and other locations.	*.30*
Stephanie Dean/ Community Liaison	Familiar with local communities and events. Three years experience as Community Liaison. Previous experience as Early Steps Coordinator.	Provide research-based information to parents in San Carlos and Peridot and surrounding areas about brain development and the importance of early literacy. Sign up children for the Imagination Library.	*.30*
Bradley Allison/ Community Liaison	Familiar with local communities and events. Thirteen years experience as Jagerache Homeschool Administrator. Transit Driver for San Carlos Apache Tribe.	Provide research-based information to parents in Bylas about brain development and the importance of early literacy. Sign up children for the Imagination Library.	*.13*
Additional Personnel - those individuals fully or partially funded through the proposed program but not directly implementing or managing the program.			

Program Total:	***.89***

* Resumes and/or job descriptions for **key personnel** may be requested at any time but unless otherwise indicated, they do not need to be submitted. If awarded and the program undergoes changes in staff, a Staff Change Notification form along with an updated version of this table will need to be submitted to First Things First within 14 days of the proposed change.

Program Organization Chart

For all of the personnel or positions that will be fully or partially funded through the proposed program, provide a program organizational chart that illustrates the hierarchy of positions/responsibilities specific to the proposed program.



Required Narrative Responses

Provide a narrative response that addresses the following items.

a) Provide a description of the program being proposed.

The Gila County Library District will continue to oversee a collaborative early literacy effort among the District, San Carlos Public Library, and Gila County Health Department (WIC) to promote early literacy development in young children, birth to age five, by providing evidenced-based research training to parents/caregivers at various locations throughout the San Carlos Apache Reservation. The District will enroll children in the Imagination Library program whose parents/caregivers attend the information sessions on the importance of early literacy which include information from Every Child Ready to Read and the Imagination Library. The Imagination Library program will mail age-appropriate, professionally selected books monthly to each child enrolled. The Early Literacy Program Coordinator will plan and conduct weekly parent and caregiver workshops at the San Carlos Public Library and Head Start locations. The content of workshops will be monitored and evaluated by the Public Services Librarian. Brain Boxes will be used to instruct parents on the importance of developing early reading skills and ways to work with their children.

This project will build on the work that the San Carlos Public Library already does regarding early childhood literacy efforts. Since 2005, those efforts have included information regarding the importance of early literacy development for young children, providing evidenced-based research training to parents and caregivers at public gathering places and community events outside the public library setting, and including the foundational building blocks to early literacy development in storytimes and other preschool activities in the library setting.

Library staff at the San Carlos Public Library and the District office will register eligible children based upon residence (determined by zip code) and birthdates, enter the data in the Imagination Library database, pay the monthly invoice (average of $25.59 per child per year), and pick up undeliverable books at the Post Offices throughout the service area. When the parents are known by the Liaisons, these books will be hand-delivered by the Liaisons as time permits. Remaining books will be given as First Books to children who sign up for the program. The County Librarian and Public Services Librarian will evaluate the program on a regular basis, create the evaluation forms and collect the required FTF evaluation data. Staff at the library will be involved in enrolling children and assisting with the collection of evaluation data. The Community Liaisons will provide evidenced-based research training in venues and at events that happen in each of the communities. The Community Liaisons will offer parent and caregiver early literacy trainings with the local partners, i.e. San Carlos Apache Tribe WIC, San Carlos Head Start, etc.

The Community Liaisons and the staff at the San Carlos Public Library will be actively involved in enrolling children at the library, at other venues and at community events throughout the San Carlos Apache Reservation in order to access hard-to-reach families. Library District staff has already set up a collaborative effort with the Gila County Health Department WIC program which provides contact and training for 400 families countywide which includes the families of the San Carlos Apache Nation. Where many WIC programs around Arizona are experiencing a decline in the number of families served, the Gila County WIC program has been experiencing an increase in service population. Other access points for reaching families will be at community events in each local community, social service agencies, and typical gathering places for parents such as grocery stores, churches, and doctors' offices.

Outcomes will be measured according to the performance measures required by First Things First as outlined on page 4 of the Grantee Agreement. Information will be gathered through a May survey distributed by Community Liaisons and the San Carlos Public Library Manager to the families participating in the program.

b) Provide a description of the following related to the target population to be served by the proposed strategy:
    - How the program will specifically address the target population identified in this agreement. How the Target Service Number based on the Unit of Service(s) included in the Scope of Work (Exhibit A) will be achieved.
    - How the program will meet the needs of the targeted population in terms of being culturally responsive, linguistically appropriate, age appropriate and gender responsive.
    - How recruitment and outreach efforts and engagement and retention practices will be employed in this program for the targeted population.

The Gila County Library District will target 750 children ages birth to five in the region to be registered and receive books through the Imagination Library program, a 21% increase, and 150 5-year-olds to receive 9 issues of Ladybug Magazine. The 2010 U.S. Census counted 1203 children in the birth to five population in the Bylas/Peridot/San Carlos region. Average enrollment for FY14 was 575. Final enrollment for FY15 is 620 plus 147 magazine subscriptions. In future years, as enrollment increases, we will re-evaluate personnel needs and appropriate more money toward books.

The Gila County Library District will also specifically target children who are participating in existing First Things First programs in the region to be enrolled in or take part in the Imagination Library Book Program.

By hiring an Early Literacy Program Coordinator and Community Liaisons who know the needs of the targeted population in terms of cultural competency, the District hopes to successfully continue to reach a large percentage of the targeted population. The Early Literacy Program Coordinator will plan and conduct parent-child workshops at the San

Carlos Public Library and Head Start locations, using Brain Boxes, Storytimes, and information from the Every Child Ready to Read curriculum. The Liaisons will talk with parents at various venues throughout the region.

c) Identify capacity or infrastructure building which will be needed to provide the proposed program, including agreements and partnerships with other departments and agencies, additional resources, and training and technical assistance.

The Gila County Library District will partner with the San Carlos Public Library, the San Carlos WIC program, Apache Kid Child Care, and the Head Start programs to provide the proposed service. Each of these entities is a part of the San Carlos Collaborative of First Things First. The San Carlos Public Library is an affiliate of the Gila County Library District. We have informal partnerships with the other groups. This is an area which we will develop further to be aware of services provided. The Safford City-Graham County Library assists us by using the Imagination Library to transfer registrations of children from Bylas who are part of our region.

d) Identify barriers to providing the proposed program and plans for addressing these barriers.

Permission to access some of the venues may be needed in order to set up information booths at various locations. Arrangements to do so will be one of the duties of the Community Liaisons. The District will reach out to the Regional Director of the San Carlos Apache Regional Partnership Council for guidance and direction in continuing the process to gain permission to implement services in the regional area. The Early Literacy Program Coordinator will contact Head Start and other locations outside of the San Carlos Public Library to make arrangments to conduct workshops. The Liaisons will seek permission to set up booths and/or talk with parents at various community events.

e) Describe plans to recruit and locate personnel within the geographical region of the provided program that meet the staff qualification standard detailed in the Standards of Practice and are linguistically appropriate and culturally responsive for the population to be served. If there is anticipated difficulty in hiring qualified personnel, include a plan and timeline for supporting staff to meet the qualification standard.

By hiring temporary part-time employees who live on the San Carlos Apache Reservation as Community Liaisons, the District hopes to avoid any barriers such as linguistic and cultural conflicts between the promoter and the parents/caregivers that would come up if the promoter were not from the local communities. The current Early Literacy Program Coordinator, Candelaria Brown and the two Community Liaisons, Stephanie Dean and Bradley Allison, reside within the San Carlos Apache Reservation. These personnel will be retained for FY16. If a need arises to replace personnel, we will again advertise for applicants within the San Carlos area and keep this a priority in evaluating applications and conducting interviews.

f) Describe steps that will be taken to promote collaboration with other government departments and partners working with the agency.

The District will instruct the Community Liaisons to seek out tribal departments and partners by becoming active members of the San Carlos Apache Regional Partnership Early Childhood Development and Health Collaborative in order to help promote the program so that as many children as possible will get an opportunity to enroll in the Imagination Library.

g) Describe the plan and resources necessary to meet FTF basic reporting requirements and maintain data securely and confidentially.

The District will use Imagination Library Registration forms in order to gather information necessary to enroll each child in the program. The District agrees to participate in the FTF quarterly evaluations and any program-specific evaluation or research efforts adhering to tribal data/research protocol and procedures. Data collection and FTF evaluation activities will be directly connected with the Goals, Performance Measures and Units of Services aligned to the strategy described in this scope of work. The Early Literacy Program Coordinator will report to the Public Services Librarian the number and type of workshops conducted and the number of participants. The Public Services Librarian will clarify if these meet the criteria for a "workshop" and add them to the quarterly reports. The Liaisons will report the number of events attended and the number of parents and children with whom they interact.

Attachment D - Implementation Plan

The Implementation Plan should illustrate the critical activities in developing, initiating, and implementing the program. The following table should be expanded as necessary to include the activities that demonstrate effective program planning and implementation.

Implementation Plan
July 1, 2015 – June 30, 2016

Activities	Task	Person Responsible	Date Task Will Be Completed	Support Documentation
Hire Community Liaisons and Early Literacy Program Coordinator	Rehire San Carlos Liaison, Bylas Liaison, and Early Literacy Program Coordinator	Jacque Griffin/Pam Beerens/Gila County HR Dept.	July 2015	
	Update staff information in FTF PGMS	Pam Beerens	July 2015	Filed with FTF PGMS
Promotion of Early Literacy Programming in Communities of San Carlos Apache Reservation Registration of Children into Imagination Library	Mandatory meeting between GCLD Library Staff, San Carlos Librarian, Early Literacy Coordinator, and Liaisons to plan the promotion of Early Literacy Programming, providing copies of Every Child Ready to Read curriculum materials as examples for conducting workshops and speaking with parents.	Jacque Griffin/ Pam Beerens	July 2015	
	Register Children for Imagination Library	Community Liaisons	July 2015 through June 2016	Registration forms will be input in IL System
	Locate Venues for reaching parents who do not come to the library, to talk with them and enroll their children in the Imagination Library.	Community Liaisons	July 2015 through June 2016	Liaisons will report to Public Services Librarian for quarterly narrative.

San Carlos Apache Regional Partnership Council Meetings	Join San Carlos Apache Regional Partnership Council's Early Childhood Development and Health Collaborative and attend scheduled meetings.	Community Liaisons Gila County Library District Staff	Bi-monthly meetings	Meeting calendar and meeting agendas
Early Literacy Programming	Hold "Baby Time Brain Time" at San Carlos Library	Early Literacy Programming Coordinator	Weekly	Sign-in sheets
	Hold "Baby Time Brain Time" in Bylas (Place to be determined)		Monthly	Sign-in Sheets
	Hold Pre-school Child/Parent Story Time at San Carlos Library		Weekly	Sign-in Sheets
	Hold Early Literacy Programs at Community Venues		Weekly	Sign-in Sheets
	Data Input for new registrations	Pam Beerens /Community Liaisons	Monthly	Found on IL System online
Input Imagination Library Registrations into Dollywood Foundation Site	Data updates for change of address	Pam Beerens	Monthly	Handled online through IL System
	NCOA Alerts for "Bad" addresses	Pam Beerens	Monthly	Monthly reports online at first of each month.
	Process invoices for book orders from Dollywood Foundation Imagination Library	Pam Beerens	Monthly	Filed with Gila County Finance Department
Invoicing	Process all other invoices for Early Literacy programming	Pam Beerens	As the need arises	Filed with Gila County Finance Department
	Input Paid Invoices to First Things First	Pam Beerens	Monthly	Filed with FTF PGMS
	Report Trainings to District Staff	Liaisons	Monthly	Email Public Services Librarian
	Upload Data Report to FTF	Pam Beerens	Monthly	Filed with FTF PGMS
Data / Narrative Reports	Upload Narrative Report to First Things First	Pam Beerens	Quarterly	Filed with FTF PGMS

	Poll Kindergartens in all public schools for number of children not prepared for enrollment.	Liaisons	August 2015	Keep on file in Gila County Library District Office and report to FTF PGMS
Evaluation	Evaluate Survey Responses	Liaisons	September 2015	Email report to County Librarian and Public Services Librarian
	Include Survey results in quarterly report	Pam Beerens	October 2015	Filed with FTF PGMS
Satisfaction Survey to Parents	Distribute Survey to parents of children registered as of February 1st during 4th qtr.	Liaisons and Early Literacy Coordinator Pam Beerens	April 2016	Copy of Survey on File in GCLD Office and report to FTF PGMS
	Receive surveys and report on results	Pam Beerens	June 2016	Include survey results in Final quarterly report to FTF PGMS
Early Literacy Training	Train parents/caregivers by attending parent meetings of various community entities during the year	Jacque Griffin, Pam Beerens, Community Liaisons	As often as possible when the occasions arise	Filed with FTF PGMS Data Reports
	Continue one-on-one training w/parents	San Carlos Librarian, Community Liaisons	Daily as the need arises	Filed with FTF PGMS quarterly reports

Attachment E - Line-Item Budget and Budget Narrative

The budget narrative should provide a clear and concise explanation of the methods used to determine the amounts for each line item in the following line-item budget.

Budget period: July 1, 2015 – June 30, 2016

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		**Personnel Services Sub Total**	**$31,293.00**
Salaries	16% of Public Services Lib. Salary 2 Community Liaisons Early Literacy Program Coordinator	5,280.00 15,249.00 10,764.00	
EMPLOYEE RELATED EXPENSES		**Employee Related Expenses Sub Total**	**$4,294.59**
Fringe Benefits or Other ERE	Soc. Security, Medicare, Work Comp Health Ins. & AZ Retirement	2,456.51 1,838.08	
PROFESSIONAL AND OUTSIDE SERVICES		**Professional & Outside Services Sub Total**	**$19,190.83**
Contracted Services	Dollywood Foundation Imagination Library Books	19,190.83	
TRAVEL		**Travel Sub Total**	**$890.00**
In-State Travel Out of State Travel	2000 miles @ .44 ½ per	890.00	
AID TO ORGANIZATIONS OR INDIVIDUALS		**Aid to Organizations or Individuals Sub Total**	**$**
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		**Other Operating Expenses Sub Total**	**$7967.95**
• Telephones/Communications Services • Internet Access • General Office Supplies • Food • Rent/Occupancy • Evaluation (non-contracted & non-personnel expenses) • Postage • Software (including IT supplies) • Dues/Subscriptions • Advertising • Printing/Copying • Program Materials • Program Supplies • Scholarships • Program Incentives	Nutritious snacks for 75 workshops @ $15 per workshop Printing of 800 Surveys 1000 Registration Brochures 150 Graduate Magazine Subscriptions Craft Supplies Promo first books Shipping for books	1,125.00 225.00 450.00 3,780.00 607.95 1,680.00 100.00	
NON-CAPITAL EQUIPMENT		**Non-Capital Sub Total**	**$**
Equipment $4,999 or less in value			
Subtotal Direct Program Costs:			**$63,636.37**
ADMINISTRATIVE/INDIRECT COSTS		**Total Admin/Indirect**	**6,363.63**
Indirect/Admin Costs		$6363.63	
Total		**$**	**$70,000.00**

Authorized Signature _____ Date 5/12/15

Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the budget line items. The budget narrative should explain the criteria used to calculate the amounts entered in the line-item budget. The budget narrative should include all budgeted items and correspond directly with the proposed line-item budget.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

The Public Services Librarian spends approximately 16% of their time annually as staff for this grant. This is direct staffing, and includes data input for new registrations to the Imagination Library, data updates for address changes, collection of statistics from libraries and Liaisons, processing invoices, ordering and distributing first books, tracking timesheets for the Liaisons each week, monthly reimbursements and quarterly reports. In addition, this position will be responsible for subscribing to magazines for the 'Graduates' each month. In an attempt to more accurately reflect the true cost of staffing this grant, 16% of the Public Services Librarian salary will be allocated to this grant.

33,000 x 16% = **$5,280.00**

Community Liaison for San Carlos and Peridot Reservation Communities will be hired on a part-time basis by Gila County at a gross rate of $17.25 per hour (FICA and Social Security 7.85% and tax withheld as determined by the employee) The Community Liaison will be working 12 hours per week x 52 weeks= **$10,764.00.**

Community Liaison for Bylas will be hired on a part-time basis by Gila County at a gross rate of $17.25 per hour (FICA and Social Security 7.85% and tax withheld as determined by the employee). This liaison will work 5 hours per week x 52 weeks = **$4,485.00.**

Early Literacy Program Coordinator will be hired on a part-time basis by Gila County at a gross rate of $17.25 per hour (FICA and Social Security 7.65% and tax withheld as determined by the employee). The program Coordinator will be working 12 hours per week x 52 weeks = **$10,764.00**

Total for Personnel Services: **$31,293.00**

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Gila County provides matching funds for:

FICA at 6.2%	$1,940.17	
Medicare at 1.45%	453.75	
Workers Comp. Insurance at .20%	62.59	
		$2,456.51

In addition, Health Insurance (calculated at 16% of $7,660) and the County's contribution for Arizona State Retirement (calculated at 11.6% of $5,280) is included, as follows:

Health Insurance	$1,225.60	
Arizona State Retirement	612.48	
		$1,838.08

Total for Employee Related Expenses: **$4,294.59**

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

Gila County Library District will continue to contract with the Dollywood Foundation Imagination Library to supply a book a month by mail to any child registered in the program. Average rate of approximately $25.59/year per child with a goal of 750 for a total of **$19,190.83**.

Total for Professional & Outside Services: **$19,190.83**

Travel: *Separate travel that is in-state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the program (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the program). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (https://gao.az.gov/travel/travel-information) for both in-state and out-of-state travel.*

Travel monies will be set aside for the Community Liaisons and the Early Literacy Program Coordinator to travel from their community to Globe in order to meet with the Gila County Library District Director to complete plans for the awareness campaign and to insure that there is a unified message presented to the prospective parents/ caregivers. Travel monies will also be reserved for travel for the Community Liaisons and the Early Literacy Program Coordinator to do outreach in the communities of Cutter, Peridot and Bylas at least once a month.

Travel for outreach 2000 miles @ .44 ½ per mile = $890.00

Total for Travel: **$890.00**

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: T*elephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.

Due to the lag time in receiving a book (6-8 weeks), we would like to continue to give every child a promo-age appropriate book so that parents can begin practicing the early literacy skills learned as soon as possible.

780 Promo-Library Books @ $2.15 average:	$1,680.00
Shipping:	100.00
150 Graduate Magazine Subscriptions: (Average 9 per month per year at $24.95/ea.)	$3,780.00
1000 Registration Brochures in English: (A vivid, 4 color registration brochure with a complete description of the program and room to include sponsor names and logos)	$ 450.00
Craft Supplies for workshops: (Colored paper, manila paper, crayons, markers, glue sticks, play dough, tempera paint, scissors, brushes, etc.)	$ 607.95
800 Parent Survey Printing (letters, postcards):	$ 225.00
Nutritious food snacks for workshops: (75 workshops @ $15 ea.)	$ 1,125.00

All workshops are for community participants. Nutritious snacks are for parents and children to encourage attendance and participation at community workshops held primarily by the Children's Programing Coordinator

Total for Other Operating Expenses: **$7,967.95**

Capital Equipment: *If allowable within the scope of the grant - For items that are tangible, non-expendable, and movable having a useful life of more than one year and a value of $5,000 or greater, explain each item to be purchased, how the costs were determined and justify the need for the items based on the scope of work and the benefit to the program. All purchases should be made through competitive bid or using established competitive purchasing procedures.*

Non-Capital Equipment: *For items with a unit cost less than $5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing*

procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than $5,000.

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

X Option A - Administrative Costs: *with proper justification, grantees may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.*

OR

☐ **Option B - Federally Approved Indirect Costs**: *If your agency/organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the direct costs.* ***Applicants must provide a copy of their federally approved indirect cost rate agreement.***

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Total of Administrative Costs: **$6,363.63**

Authorized Signature Jacque Griffi Date 5/12/15

Attachment F

Funding Sources and Financial Controls

A. In the following table, identify other funding/resources (including federal, state, local and private funding) that the agency/organization has made or will make available to achieve the objectives of the proposed program. First Things First (FTF) funding can be used to enhance or expand the program funded by these additional funds, but FTF funding cannot supplant or be used to replace any existing state or federal funding for early childhood development and health programs.

Type of Funding (federal, state, local, private) and Agency/Organization Received From:	Brief Description of How the Funding Helps Achieve the Program Objectives	Amount	✔ If used for match on this grant
N/A			
	Total:	0.00	

B. Describe the financial controls and accountability measures the agency/organization will employ for the proposed program.

The organization's (Gila County) accounting system completely and accurately tracks the receipt and disbursements of funds by each grant or funding source. The accounting system provides for the recording of actual costs compared to budget costs for each budget line item. All accounting entries and payments are supported by source documentation. The organization maintains a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract. The organization maintains written procurement policies and procedures.

The 2012 Audit can be found at
http://www.gilacountyaz.gov/documents/finance/docs/Audits/Gila_Cty_06_30_12_SA.pdf

Authorized Signature Jacque Griffin Date 5/12/15

Exhibit A – Overview of First Things First and Scope of Work

Overview of First Things First

First Things First is designed to meet the diverse needs of children and families in Arizona communities. The statewide First Things First Board and Regional Partnership Councils in local communities across the state share the responsibility of ensuring that early childhood funds are spent on strategies that will result in improved development, health and education outcomes for young children.

Local Regional Partnership Councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school and set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders and philanthropists.

First Things First Strategic Direction

First Things First's commitment to young children means more than only funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. First Things First specifies that programs and services funded by the First Things First Board and Regional Partnership Councils are to address one or more of the following Goal Areas to impact children birth to age five and their families:

- Improve the quality of early childhood development and health programs
- Increase the access to quality early childhood development and health programs
- Increase access to preventive health care and health screenings
- Offer parent and family support and education concerning early childhood development and literacy
- Provide professional development and training for early childhood development and health providers
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health

The First Things First Board established a strategic framework with a set of school readiness indicators that provide a comprehensive composite measure to show if Arizona is making progress in providing opportunity for young children to be ready for school and set for life. The strategies funded by First Things First work collectively to develop a comprehensive system across the state and regionally to address the school readiness indicators. The First Things First Board and Regional Partnership Councils determine the priorities and strategies to be funded across the state and throughout the regions assessing the challenges and building on the resources and assets in place.

School Readiness Indicators

- #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive and motor and physical.

- #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars.
- #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars.
- #/% of families that spend no more than 10% of the regional median family income on quality care and education with a Quality First rating of 3-5 stars.
- % of children with newly identified developmental delays during the kindergarten year.
- #/% of children entering kindergarten exiting preschool special education to regular education.
- #/% of children ages 2-4 at a healthy weight (Body Mass Index-BMI).
- #/% of children receiving at least six well child visits within the first 15 months of life.
- #/% of children age 5 with untreated tooth decay.
- % of families who report they are competent and confident about their ability to support their child's safety, health and wellbeing.

Scope of Work

Statement of Need

In the San Carlos Apache Region the San Carlos Unified School District is the only school district that lies fully within the reservation boundaries. Other children who live in the region also attend school in the Fort Thomas Unified School District. The 2014 Regional Needs and Assets Report for the San Carlos Apache region reports that half of third-graders in Fort Thomas Unified School District and 21 percent of third-graders in San Carlos Unified School District passed the reading portion of the Arizona's Instrument to Measure Standards (AIMS). The stakes have never been higher for children to be ready to read when they enter kindergarten. Third graders are possibly held back if they are not reading on grade level.

The Regional Needs and Assets Report also states that 39 percent of the births in the San Carlos Apache Region are to women without a high school diploma or GED, a rate that is higher than that of all Arizona reservation combined (33 percent) causing concern among the Regional Partnership Council that mothers may not be as excited to read to their child.

The San Carlos Apache Regional Partnership Council would like this strategy to implement the Imagination Library for children ages birth to five in the region. By implementing this strategy it is the hope of the Regional Partnership Council that families get excited about reading to their children and have a home environment rich with books.

Description of Strategy

Parenting Outreach and Awareness provides families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health. In most cases, outreach and awareness alone are not sufficient to make or sustain a behavior change. While awareness may increase, families may not have the resources or tools to effectively implement the change. For example, families may have heightened awareness of the benefits of reading to their child, but do not understand which books are

developmentally appropriate or know how to read to a child at different developmental stages. They may not have access to books (e.g., may not be able to afford books; may not live close to a library or have transportation).

While the Parent Outreach and Awareness strategy is considered to be a promising practice, some programs that increase awareness and knowledge may indeed be evidence based or evidence informed and result in behavior change. It is important to consider that Parenting Outreach and Awareness is likely one approach in the continuum of family support efforts that can provide assistance to families and is likely most effective when coupled or bundled with other supports and services.

The San Carlos Apache Regional Partnership Council is funding this strategy with the book distribution and parenting workshop components. It is not the intent of the Regional Partnership Council to fund earned media or paid advertising. It is important to consider that Parenting Outreach and Awareness is likely one approach in the continuum of family support efforts that can provide assistance to families and is likely most effective when coupled or bundled with other supports and services.

It is expected that the grantee for this grant will adhere to the applicable standards contained in the Parenting Outreach and Awareness Standards of Practice and comply with the Requirements for On Site Child Care Policy and Suspected Child Maltreatment Mandated Reporting Policy. For a link to these documents, refer to the Guidance Materials section of this Agreement.

It has been the experience of First Things First staff that any program new to the San Carlos Apache region that has never implemented a program on the reservation before will need to connect with the Regional Director first before attempting to implement on the reservation. The San Carlos Apache region associates First Things First with the Regional Director, who has established a relationship and trust with the region, it is important for the program, who will be using the First Things First name in the community, to connect with the Regional Director—at least initially.

Any program who will be implementing this strategy in the region will need to have previous experience working in rural or tribal communities and understand some of the cultural aspects of working with these populations.

The program who receives this grant will need to be a part of the San Carlos Apache Regional Partnership Council's Early Childhood Development and Health Collaborative so that the grantee will effectively collaborate and coordinate their efforts with existing tribal and non-tribal programs.

Applicable School Readiness Indicators

Partners implementing this strategy will work collectively with First Things First to address the school readiness indicators below:

- #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive and motor and physical.
- % of families who report they are competent and confident about their ability to support their child's safety, health and wellbeing.

Applicable Goal Areas
Partners implementing this strategy will work collectively with First Things First to address the goal areas below:

- Improve the quality of early childhood development and health programs
- Offer parent and family support and education concerning early childhood development and literacy

Target Population and Geographic Area to Serve
The target population is families with children birth to five years; 800 children ages birth to five, slightly over half, in the region to be registered and receive books through the Imagination Library Book Club program.

San Carlos Apache Regional Partnership Council provides services in the communities of the San Carlos Apache Tribe located on the San Carlos Apache Indian Reservation. Programs funded under this Agreement must provide services throughout the region. Please note Regional Partnership Council boundaries are set by the Board of First Things First every two years. The Board of First Things First approved updated Regional Partnership Council boundaries for FY2015 and beyond. Please use the following "mapping resource" to see a visual picture of the Regional Partnership Councils and/or search for a council by address: http://maps.azftf.gov/

Target Service Units and Performance Measures
A Target Service Unit (TSU) is a First Things First designated indicator of performance specific to each First Things First strategy and it is set by the Regional Council. It is composed of a unit of measure (e.g., participating adults) and a target number. The unit of measure can be a target population (e.g., participating adults), a product (e.g., books distributed) or a service (e.g., fluoride varnishes applied to children, ages 0-5) that a grantee is expected to serve as part of an agreement. The target number represents the actual number of service units proposed to be delivered during the contract year.

Performance Measures are (1) key indicators of performance (Target Service Units); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

For more specific information about the Target Service Units for this strategy, refer to the Guidance Materials section of this Agreement to find the link to the Target Service Unit Guidance Document.

The Target Service and Performance Measures for this strategy are:

Target Service Units:

Number of books distributed: 15,000 (11,130 books distributed for GRA-RC029-16-0761-01)
Number of workshops held: 75

Performance Measures:

Number of books distributed/proposed number
Number of workshops held/proposed number
Number of children receiving books
Number of adults attending workshops

Guidance Materials

All Standards of Practice and Target Service Unit (TSU) Guidance Documents can be accessed through the FTF Strategy Toolkit, located at http://www.azftf.gov/pages/strategytoolkit.aspx.

Links to the documents specific to this Grant Agreement are located below. There may be other documents that appear on the links but the documents required for this Grant Agreement are indicated below. For difficulty in accessing any of the documents, email the name of the document and the Grant Agreement number to grants@azftf.gov for assistance.

Standards of Practice Documents Required for this Grant Agreement

Parenting Outreach and Awareness Standards of Practice:
http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=118

Requirements for On-Site Child Care:
http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=118

Suspected Child Maltreatment - Mandated Reporting Policy:
http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=118

Target Service Unit (TSU) Guidance Document

Parenting Outreach and Awareness TSU Guidance Document:
http://www.azftf.gov/pages/WebMain.aspx?PageId=9E8669C97C0C408B9F3567C855744398&StrategyId=118

First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

BACKGROUND:
The purpose of the Arizona Early Childhood Development and Health Board (First Things First - FTF) is to aid in the creation of a system that offers opportunities and support for families and communities in the development of all children, so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children, as well as a material condition of receiving FTF grant funding.

Data Security Guidelines for Data Submission to FTF
First Things First will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF has established data reporting requirements for all state and regional grantees. All funded providers shall regularly submit programmatic and financial reports as identified in the FTF reporting requirements.

FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner Grant Management System (PGMS). Subsequent to the award of a grant, the grantee will receive general training on login and navigation within the PGMS system. With this login, the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training, the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, with an agreement between the grantee and FTF, through an established secure web service or FTP (File Transfer Protocol) site via the internet, rather than a PGMS web-based entry form. Such data is likely to contain limited distribution data and shall adhere to the following protocols. Grantees that submit data through the secure web service must submit data within the established data structures and format; follow all login procedures; submit a formal data change request form if needed; and ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF. Additionally, Grantees must ensure that throughout the reporting and submission process the data is secured and that any confidential data is de-identified and/or encrypted.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF.

Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees shall keep all data collected for their program(s) within their system (database) or hardcopies. Grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

All grantees must have a data security policy in force that identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, tribal law, or other data regulation are required to submit and maintain those approvals for all data.

Data Permission Guidelines for Grantee Data

All grantees must be prepared for FTF review of client-level data (e.g. child-level, teacher-level, or early care and education provider-level) during on-site visits. Additionally, FTF data reporting requirements may include submission of client-level data (e.g. child-level, teacher-level, or early care and education provider-level). The grantee agrees to allow FTF to access such data. Should the data be subject to HIPAA, the grantee agrees to enter into FTF's HIPAA Business Associate Agreement.

To inform clients of FTF's reporting requirements, all grantees must include in their client enrollment forms the statement: "To comply with reporting requirements of the funding source, I grant permission to [insert grantee organizational name] to release background, service, and impact related information to the Arizona Early Childhood Development and Health Board, also known as First Things First." The grantee warrants to FTF that prior to entering into the grant agreement for FTF funding, it has appropriately enquired and satisfied itself that it has the ability and authority comply with the requirements of this section.

Grantees Serving Clients on Tribal Lands

First Things First recognizes Arizona tribes as sovereign nations that have the right to regulate research and data collection on their tribal lands. To this end, First Things First is committed to obtaining all appropriate tribal approvals for data collection, analysis and reporting. Accordingly, grantees shall only collect, use and share data from tribal land in accordance with a data collection agreement between a tribe and First Things First or the grantee.

Compliance with Data Security Guidelines

The grantee acknowledges that failure to comply with any requirement of these Data Security Guidelines shall be a material breach of the grant agreement.

First Things First's own Data Security Policy & Procedures and Tribal Data Policy may be viewed on the FTF website, www.azftf.gov, under Funding/Eligibility & How to Apply or http://www.azftf.gov/WhatWeDo/Funding/Pages/Eligibility.aspx

Revised December 2014

County Attorney's Comment

Date: March 23, 2016

To: Gila County Board of Supervisors

From: Gila County Attorney's Office

Re: April 5, 2016 Agenda Item Number 3698 (Renewal of Grantee Agreement Number GRA-RC029-16-07-01-Y2, between the San Carlos Apache Regional Partnership Council, First Things First, and the Gila County Library District.)

Three Mandatory Clauses are missing

The County Attorney's Office cannot approve this agreement as to form because it fails to comply with three statutes: A.R.S. § 38-511, § 41-4401, and § 11-952.

A.R.S. § 44-4401

A.R.S. § 41-4401(A) reads, in part:

> Every government entity shall require that *every government entity contract include all* of the following provisions: 1. That each contractor and subcontractor warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214,

> subsection A. 2. That a breach of warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. 3. That the government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

(Emphasis added.)

This agreement does not comply with this binding legislative directive.

A.R.S. § 38-511

A.R.S. § 38-511 establishes that every contract to which the state or its political subdivisions are a party must contain notice of the right to cancel the contract due to conflict of interest. The agreement does not contain this mandatory notice.

A.R.S. § 11-952

A.R.S. § 11-952 requires that an intergovernmental agreement provide for the "methods to be employed … for the disposing of property" if there is a complete or partial termination of the agreement. This agreement does not

contain a provision that complies with this statutory requirement.

ARF-3577 **Consent Agenda Item 4. A.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted For:	Adam Shepherd, Sheriff		
Submitted By:	Sarah White, Chief Administrative Officer		
Department:	Sheriff's Office		
Fiscal Year:	FY2015-2016	Budgeted?:	No
Contract Dates Begin & End:	October 1, 2015 through September 30, 2016	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Governor's Office of Highway Safety Contract No. 2016-AL-085 for DUI/Impaired Driving Enforcement Related Equipment.

Background Information

On November 17, 2015, the Gila County Board of Supervisors approved Memorandum of Understanding Agreement No. 2015-405D-502 between the Governor's Office of Highway Safety and the Gila County Sheriff's Office for a regional DUI (Driving under the Influence) vehicle. On December 7, 2015, the Gila County Sheriff's Office submitted a request to the Governor's Office of Highway Safety for an Intoxilyzer 8000, which will be installed in the regional DUI van.

Evaluation

The Gila County Sheriff's Office was awarded GOHS Contract No. 2016-AL-085 in the amount of $8,105 to be used to purchase one (1) Intoxilyzer Unit to enhance DUI/impaired driving enforcement throughout Gila County.

Conclusion

The Gila County Sheriff's Office has been awarded a grant from the GOHS in the amount of $8,105 that will be used to purchase one (1) Intoxilyzer unit; however, GOHS Contract No. 2016-AL-085 must first be signed by the Chairman of the Board of Supervisors.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the Governor's Office of Highway Safety FY2016 DUI/Impaired Driving Enforcement Related Equipment Contract No. 2016-AL-085 in the amount of $8,105 for the purchase of one (1) Intoxilyzer unit of which said funds must be spent by September 30, 2016.

Suggested Motion

Authorization of the Chairman's signature on Governor's Office of Highway Safety (GOHS) Contract No. 2016-AL-085 to accept GOHS grant funds in the amount of $8,105 which will be used by the Sheriff's Office to purchase one Intoxilyzer unit to be installed in the regional DUI van to enhance DUI/impaired driving enforcement throughout Gila County.

Attachments

GOHS Contract No. 2016-AL-085

County Attorney Memo

Request Letter

GOVERNOR'S OFFICE OF HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

		CFDA 20.600
1.	**APPLICANT AGENCY** Gila County Sheriff's Office	**GOHS CONTRACT NUMBER:** **2016-AL-085**
	ADDRESS P. O. Box 311, Globe, Arizona 85502	**PROGRAM AREA:** **402-AL**
2.	**GOVERNMENTAL UNIT** Gila County Sheriff's Office	**AGENCY CONTACT:** Keith Thompson
	ADDRESS 1100 South Street, Globe, Arizona 85501	**3. PROJECT TITLE:** DUI/Impaired Driving Enforcement Related Equipment
4.	**GUIDELINES:** 402–Alcohol (AL)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Capital Outlay for One (1) Intoxilyzer Unit to enhance DUI/Impaired Driving Enforcement throughout Gila County.

6.	**BUDGET** **COST CATEGORY**	**Project Period** **FFY 2016**
I.	**Personnel Services**	$0.00
II.	**Employee Related Expenses**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$8,105.00
	TOTAL ESTIMATED COSTS	**$8,105.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2016
CURRENT GRANT PERIOD	**FROM:** 10-01-2015	**TO:** 09-30-2016

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $8,105.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Gila County is a mining community with an increasing population as mining operations increase. Gila County has approximately 17,400 miles of county-maintained paved and unpaved roads as well as highways and Forest Service roads. The Gila County Sheriff's Office patrols the following areas within the county: Globe, Payson, Roosevelt, Tonto Basin, Young, Wheatfield's, Dripping Springs, Hayden/Winkelman, Claypool, Miami, Pine and Strawberry. Gila County has approximately 53,144 residents as of the 2011 Census.

Agency Problem:

The Gila County Sheriff's Office needs an Intoxilyzer unit in the Regional DUI van that will be used by all law enforcement agencies throughout Gila County. The Gila County Sheriff's Office plans to improve DUI enforcement to reduce death, injury, and property damage and promote roadway safety by deterring drivers from driving impaired. The Gila County Sheriff's Office will continue public awareness associated with the dangers of driving impaired while continuing to provide training and updates on traffic laws to Gila County Sheriff's Office Officers.

Agency Attempts to Solve Problem:

The Gila County Sheriff's Office has scheduled special DUI details with Deputies during holidays and high traffic times. The Sheriff's Office throughout the years has participated in DUI details that have been sponsored by different agencies throughout Gila County. The Sheriff's Office has also provided education to the public regarding driving impaired. In a continued effort to take an aggressive stance against impaired drivers the Gila County Sheriff's Office has partnered with local law enforcement agencies and the Governor's Office of Highway Safety who provided a Regional DUI Van. Gila County Sheriff's Office has plans to utilize and make available the DUI Van throughout Gila County for the purpose of impaired driver enforcement.

Agency Funding:

Federal 402 funds will support Capital Outlay for One (1) Intoxilyzer Unit to enhance DUI/Impaired Driving Enforcement throughout Gila County.

How Agency Will Solve Problem With Funding:

The Gila County Sheriff's Office will use funding to purchase one (1) Intoxilyzer 8000 unit. The Intoxilyzer 8000 will be placed in the Regional DUI van. The van will be shared with other law enforcement agencies located throughout Gila County. The Gila County Sheriff's Office will report DUI statistics into the GOHS DUI Agency Reporting System. The Gila County Sheriff's Office will continue to increase the public's awareness associated with the dangers of driving impaired and will continue to provide training and updates on traffic laws to Gila County Sheriff's Office Officers.

GOALS/OBJECTIVES:

Federal 402 funds will support Capital Outlay for One (1) Intoxilyzer Unit to enhance DUI/Impaired Driving Enforcement throughout Gila County.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI/Impaired Driving in terms of money, criminal and human consequences.**

The Gila County Sheriff's Office will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Gila County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Gila County Sheriff's Office will make expenditures as follows to meet the outlined Program Goals/Objectives:

Capital Outlay - To purchase/procure the following Capital Outlay for DUI/Impaired Driving Enforcement Activities:

One (1) Intoxilyzer 8000

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Gila County Sheriff's Office shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Gila County Sheriff's Office further agrees to dispose of this equipment using the Gila County Sheriff's Office's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Gila County Sheriff's Office can refer to that of the state. The Gila County Sheriff's Office shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Gila County Sheriff's Office shall incorporate any equipment purchased under this Contract into its inventory records. The Gila County Sheriff's Office shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Gila County Sheriff's Office shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the One (1) Intoxilyzer Unit.

Decals:

The Governor's Office of Highway Safety shall provide the Gila County Sheriff's Office with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Gila County Sheriff's Office shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:

BREATH TESTING DEVICES –

Requirements for Intoxilyzers (Evidentiary Breath Testing Instruments):

The successful vendor must certify that the devices purchased are on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List and must meet, or exceed, NHTSA model specifications.

In addition, the devices must be certified and approved by the Arizona Department of Public Safety per Arizona Administrative Code R9-14-403.

The Gila County Sheriff's Office will be responsible for providing all personnel the appropriate training for using the Intoxilyzers purchased under this contract implementing a NHTSA approved training course.

The Gila County Sheriff's Office will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

Intoxilyzers will be operated, calibrated under the standard quality assurance procedures per the appropriate outlined procedures listed in the Arizona Administrative Code.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –

Requirements for Professional and Outside Services:
A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:
Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:
All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Gila County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2015)	January 30, 2016
2nd Quarterly Report (January 1 to March 31, 2016)	April 30, 2016
3rd Quarterly Report (April 1 to June 30, 2016)	July 30, 2016
4th Quarterly Report (July 1 to September 30, 2016)	October 15, 2016
Final Statement of Accomplishment	October 15, 2016

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th).** All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

J. Adam Shepherd, Sheriff, Gila County Sheriff's Office, shall serve as Project Director.

Keith Thompson, Lieutenant, Gila County Sheriff's Office, shall serve as Project Administrator.

Terri Fornefeld, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility**.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at http://www.azgohs.gov/grant-opportunities/. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000	Desk Review/Phone Conference
$50,000 and over	In-House GOHS Review
$100,000+	On-Site Review

Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$0.00
II.	Employee Related Expenses (ERE)	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$8,105.00
	One (1) Intoxilyzer 8000	
	TOTAL ESTIMATED COSTS	***$8,105.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Gila County Sheriff's Office shall absorb any and all expenditures in excess of $8,105.00.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds

provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Effective July 30, 2015, the National Highway Traffic Safety Administration (NHTSA) published a Buy America Act public interest waiver. The waiver allows States to purchase any manufactured product with a purchase price of $5,000.00 or less, excluding a motor vehicle when the purchased product is using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. (Reference Federal Register Vol. 80, No. 125, published June 30, 2015.)

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: Sarah White

Title: Chief Administrative Officer

Telephone Number: (928) 402-8572 Fax Number: (928) 425-5674

E-mail Address: sawhite@gilacountyaz.gov

2. **Agency's Fiscal Contact:**

Name: Sarah White

Title: Chief Administrative Officer

Telephone Number: (928) 402-8572 Fax Number: (928) 425-5674

E-mail Address: sawhite@gilacountyaz.gov

Federal Identification Number: 86-6000444

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Gila County Sheriff's Office

Warrant/Check to be mailed to:

Gila County Sheriff's Office
(Agency)

P.O. Box 311
(Address)

Globe, AZ 85502
(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

J. Adam Shepherd, Sheriff
Gila County Sheriff's Office

2-13-16 (928) 425-4449
Date Telephone

Signature of Authorized Official of Governmental Unit:

Michael A. Pastor, Chairman
Gila County Board of Supervisors

2-16-2016 (928) 425-3231
Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-AL, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** **B. FEDERAL FUNDS:**

   Authorization to Proceed Date **$8,105.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

_____ _____

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

County Attorney's Comment

Date: March 11, 2016

To: Gila County Board of Supervisors

From: Gila County Attorney's Office

ARF 3577 Governor's Office of Highway Safety Contract No. 2016-AL-085 for DUI/Impaired Driving Enforcement Related Equipment.

The County Attorney's Office cannot approve this contract as to form because it fails to comply with two statutes. It has incomplete language on page 16 in the paragraph titled "E-Verify," and mandatory language regarding budgeting for expenses is missing.

1. "E-Verify". The existing paragraph contains the requirement that each party adhere to the e-verify program. There are two statutorily required elements missing. A.R.S. § 41-4401(A) reads, in part:

> Every government entity shall require that *every government entity contract include* <u>*all*</u> of the following provisions: 1. That each contractor and subcontractor warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A. 2. That a breach of warranty under paragraph 1 shall be deemed a material

> breach of the contract that is subject to penalties up to and including termination of the contract. 3. That the government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

(Emphasis added.)

Section 41-4401 sets forth three provisions that are required to be in every governmental entity contract. Since the contract contains the first requirement, but not the second and third requirements, it doesn't comply with the statute. The county attorney's office must defer to the wishes of the legislature in this binding legislative directive lest the legislative words be void, having no effect.

2. Budget. A.R.S. § 11-952(B) requires: "Any such [IGA] … shall specify the following: 3. The manner of … establishing and maintaining a budget for the undertaking." The contract does not have language to comply with this statute.

Johnny Sanchez – Chief Deputy
Sarah White – Chief Administrative Officer
Travis Baxley – Task Force Commander
Tim Scott – Lt. Northern District
Keith Thompson – Lt. Southern District

Mike Johnson - Undersheriff
Justin Solberg – Jail Commander
William Carlson – Lieutenant
Christine Duarte – Lieutenant
Lee Alexander- Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

December 7, 2015

Alberto Gutier, Director
Governor's Office of Highway Safety
3030 North Central Avenue, Suite 1550
Phoenix, Arizona 85012

RE: Gila County Regional DUI Van

Dear Director Gutier:

The Gila County Sheriff's Office would like to request an Intoxilyzer 8000, Core Version 8105.48, to be placed in the Regional DUI Van that will be utilized for DUI enforcement by all law enforcement agencies in Gila County. Thank you for your consideration and your continued support of the fight against impaired drivers throughout the state of Arizona.

If you have any questions, please feel free to contact me at (928) 812-0456.

Thank you,

Johnny Sanchez
Chief Deputy

P.O. Box 311, Globe, AZ 85502 – Phone: (928)425-4449 – Toll Free: (800) 635-8017 – Fax: (928) 425-5674
108 W. Main St., Payson, AZ 85541 – Phone: (928)474-2208 – Toll Free: (866) 866-4452 – Fax: (928) 474-0614

ARF-3660 **Consent Agenda Item 4. B.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted For:	Adam Shepherd, Sheriff		
Submitted By:	Sarah White, Chief Administrative Officer		
Department:	Sheriff's Office		
Fiscal Year:	FY 2017	Budgeted?:	Yes
Contract Dates Begin & End:	January 1, 2016 through September 30, 2016	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

FY 2017 Letter of Agreement Number 2016-03 between the Gila County Sheriff's Office and the U.S. Department of Justice Drug Enforcement Administration.

Background Information

The U.S. Department of Justice Drug Enforcement Administration (DEA), pursuant to the authority of 21 U.S.C. 873, proposes to provide certain necessary funds and the Gila County Sheriff's Office is desirous of securing funds. For the past couple of years, the Gila County Sheriff's Office has entered into a Letter of Agreement with the DEA and has received funds to defray costs relating to the eradication and suppression of cannabis.

The DEA will pay to the Gila County Sheriff's Office federal funds in the amount of Twenty Thousand Dollars ($20,000) for the period of January 1, 2016, through September 30, 2016, to defray costs relating to the eradication and suppression of cannabis. The Gila County Sheriff's Office agrees to use funds provided primarily for payment of deputies'/officers' overtime no ERE while those deputies and officers are directly engaged in the cannabis eradication process, and for per diem and other direct costs related to the actual conduct of cannabis eradication.

These federal funds are not intended primarily for the purchase of equipment or supplies. All purchases of the equipment and supplies must have prior written approval from HQ/OMS by October 15th. The DEA agrees to reimburse the Gila County Sheriff's Office for officers' overtime accrued while participating in marijuana eradication efforts. The annual maximum overtime reimbursement rate is based on the current year General Pay Scale/rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses."

Evaluation

For fiscal year 2017, the U.S. Department of Justice Drug Enforcement Administration has committed to $20,000 for overtime.

Conclusion

The Gila County Sheriff's Office will utilize the funds in the amount of $20,000 to provide primarily for payment of deputies'/officers' overtime no ERE while those deputies and officers are directly engaged in the cannabis eradication process, and for per diem and other direct costs related to the actual conduct of cannabis eradication.

Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors approve Letter of Agreement Number 2016-03 with the U.S. Department of Justice Drug Enforcement Administration in the amount of $20,000.

Suggested Motion

Approval of a Letter of Agreement (Number 2016-03) between the U.S. Department of Justice Drug Enforcement Administration and the Gila County Sheriff's Office in the amount of $20,000 for the period of January 1, 2016, through September 30, 2016, in order to provide overtime pay related to the Domestic Cannabis Eradication/Suppression Program.

Attachments

Agreement No. 2016-03

County Attorney's Comment

U.S. Department of Justice
Drug Enforcement Administration

www.dea.gov Springfield, Virginia 22152

Agreement Number 2016-03

This Letter of Agreement (LOA) is entered into between the ***GILA COUNTY SHERIFF'S OFFICE,*** hereinafter referred to as (***THE AGENCY),*** and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the ***State of Arizona***. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the ***State of Arizona***. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and ***THE AGENCY*** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. ***THE AGENCY*** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:

   a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
   b. Investigate and report instances involving the trafficking in controlled substances.
   c. Provide law enforcement personnel for the eradication of illicit cannabis located within the ***State of Arizona***.
   d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
   e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
   f. **MANDATORY requirement for *THE AGENCY* to utilize *the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.***
   g. Submit to DEA quarterly expenditure reports.

2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of ***THE AGENCY's*** program with respect to those activities by such personnel shall be solely at ***THE AGENCY's*** discretion, subject to appropriate limitations contained in the budget adopted by ***THE AGENCY***, except that ***THE AGENCY*** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

3. DEA will pay to ***THE AGENCY*** Federal funds in the amount of **TWENTY THOUSAND DOLLARS ($20,000.00)** for the period of JANUARY 1, 2016, to SEPTEMBER 30, 2016, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. ***THE AGENCY*** understands and agrees that Federal funds provided to ***THE AGENCY*** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally funding and expenditures are not permitted for the eradication of "Ditch Weed". ***THE AGENCY*** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to ***THE AGENCY*** under this Agreement for activities on Federal land, ***THE AGENCY*** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of ***THE AGENCY's*** presence on Federal land.

4. The Federal funds provided to ***THE AGENCY*** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is**

specifically prohibited by DOJ) and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. Under Section 524 (c) (1) (I)1 of title 28, United States Code, states that the Assets Forfeiture Fund may be used for payment of overtime salaries, travel, fuel, training, equipment, and other similar costs of State or local law enforcement officers that are incurred in a joint law enforcement operation with a Federal law enforcement agency participatiing in the Fund;" ***[Agency Initial_____]***

All purchases of equipment, supplies and other resources must be requested in writing, ***through*** the respective DEA Division, ***to the Investigative Support Section (OMS)***. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. ***[Agency Initial_____].*** Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, **they are not automatically approved for purchase**. All requests for purchases must be received in HQ/OMS by July 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with ***THE AGENCY*** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, ***THE AGENCY*** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless ***THE AGENCY***:

(a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and

(b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the

(c) total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of $500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, ***THE AGENCY*** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. ***THE AGENCY*** agrees that any unused supplies not exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit) for the use of ***THE AGENCY***'s personnel engaged in illicit cannabis eradication under this Agreement, ***THE AGENCY*** will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the

manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to ***THE AGENCY*** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by ***THE AGENCY*** of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to ***THE AGENCY*** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to ***THE AGENCY*** during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and July thru September (FINAL) Accounting Form.

9. It is understood and agreed by ***THE AGENCY*** that, in return for DEA's payment to ***THE AGENCY*** for Federal funds, ***THE AGENCY*** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB **Circular A-102 (**Grants and Cooperative Agreements With State and Local Governments), **OMB Circular A-87 (**Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 CFR 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) specifically apply. (Note: The LOA is reimbursable agreement, not a grant; therefore for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 CFR 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted and submitted accordingly to the Federal Audit Clearinghouse database, without a CFDA number. The auditor must enter the audit information in the Federal Audit Clearinghouse database. In conjunction with the beginning date of the award, the audit report period of ***THE AGENCY*** under the single audit requirement is **01/01/2016** through **09/30/2016**.

10. ***THE AGENCY*** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. ***THE AGENCY*** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE AGENCY*** to payment by reimbursement on a cash basis. ***THE AGENCY*** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring

compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE AGENCY*** to payment by reimbursement on a cash basis.

11. ***THE AGENCY*** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. ***THE AGENCY*** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. ***THE AGENCY*** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, ***THE AGENCY*** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. ***THE AGENCY*** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). ***THE AGENCY*** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of ***THE AGENCY*** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between ***THE AGENCY*** and DEA.

15. ***THE AGENCY*** shall be responsible for the acts or omissions of ***THE AGENCY's*** personnel. ***THE AGENCY*** and ***THE AGENCY's*** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of Arizona** resulting from the DCE/SP funded by DEA.

16. ***THE AGENCY*** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Within ten (10) days after termination of the Agreement, ***THE AGENCY*** will prepare an July thru September (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The July thru September (FINAL) Accounting Form and the SF-425, along with a refund check, payable to DEA funds not obligated or expended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by October 14th.

18. Upon submission of the July thru September (FINAL) Accounting Form and Financial Status Report SF- 425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of $2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by ***THE AGENCY*** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by ***THE AGENCY*** during the terms of this Agreement. In no event shall ***THE AGENCY*** incur any new obligations during the period of notice of termination. ***THE AGENCY*** shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

20. ***THE AGENCY*** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, *THE AGENCY*** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (http://fedgov.dnb.com/webform) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second**, ***THE AGENCY*** must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

Note: It is *THE AGENCY*'s responsibility to update their SAM registration annually or whenever a change occurs.

***THE AGENCY*'s** current DUNS No. is 142370761.

***THE AGENCY*'s** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires sixty days from date of issuance. Agreement issued on 02/29/2016.

THE GILA COUNTY SHERIFF'S OFFICE

Printed Name: Michael A. Pastor

Signature:_____ **(Blue Ink Only)**

Title: Chairman Date:_____

***Agency**, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

DRUG ENFORCEMENT ADMINISTRATION

Printed Name:_____

Signature:_____ **(Blue Ink Only)**

Special Agent in Charge – Phoenix Field Division Date:_____

***SAC**, please submit original signed LOA & associated paperwork to your Fiscal Office.*

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2016/S1R/OM/7810000/DOM-G2/01IB/DCE/OPS:_____

_____

UFMS Input Date:_____ **DNC** No. _____

DNO No. _____ **DDP** No._____

Printed Name: _____ Signature:_____

***Fiscal,** please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

Approved: _____ Date:_____

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.

2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.

3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.

5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access toand the right to examine all records, books, papers, or documents related to the grant.

7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA)list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for usein any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergove-rnmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the nondiscri-mination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

(BLUE INK ONLY)

03/04/2016

Signature Michael A. Pastor, Chairman

Date

LOA NUMBER - 2016-03

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

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

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7 th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

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

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

_____

_____

_____

Check ____if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ____if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

---

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Gila County
1400 E. Ash Street
Globe, AZ 85501

2. Application Number and/or Project Name

2016-03

3. Grantee IRS/Vendor Number

866-00-0444

4. Typed Name and Title of Authorized Representative

Michael A. Pastor, Chairman

5. Signature

6. Date

(BLUE INK ONLY)

*U.S. Government Printing Office: 1996 - 405-037/40014

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. 0348-004

PAGE OF PAGES

1. TYPE OF PAYMENT REQUESTED

a. ✓ *one or both boxes*

[x] ADVANCE [ ] REIMBURSEMENT

b. ✓ *the applicable box*

[ ] FINAL [ ] PARTIAL

2. BASIS OF REQUEST

[x] CASH

[ ] ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

DRUG ENFORCEMENT ADMINISTRATION

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

2016-03

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

86-6000444

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

N/A

8. PERIOD COVERED BY THIS REQUEST

FROM *(MM-DD-YYYY)* 01/01/2016

TO *(MM-DD-YYY)* 09/30/2016

9. RECIPIENT ORGANIZATION

Name: Gila County Sheriff's Office

Number and Street: 1100 South Street
P. O. Box 311

City, State and ZIP Code: Globe, AZ 85501

10. PAYEE *(Where check is to be sent if different than Item 9)*

Name:

Number and Street:

City, State and ZIP Code:

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES		(a) Original Letter of Agreement	(b)	(c)	TOTAL
a. Total program outlays to date *(As of date)*		$ 20,000.00			$ 20,000.00
b. Less: Cumulative program income					0.00
c. Net program outlays *(Line a minus line b)*		$ 20,000.00	0.00	0.00	$ 20,000.00
d. Estimated net cash outlays for advance period					0.00
e. Total *(Sum of lines c & d)*		$ 20,000.00	0.00	0.00	$ 20,000.00
f. Non-Federal share of amount on line e					0.00
g. Federal share of amount on line e		$ 20,000.00			$ 20,000.00
h. Federal payments previously requested					0.00
i. Federal share now requested *(Line g minus line h)*		$ 20,000.00			$ 20,000.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month		0.00		
	2nd month				0.00
	3rd month				0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested *(Line a minus line b)*	$ 0.00

(Continued on Reverse)

LOA NUMBER - 2016-03

13. **CERTIFICATION**

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL (BLUE INK ONLY)	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE Michael A. Pastor, Chairman	TELEPHONE (AREA CODE, NUMBER AND EXTENSION) 928-425-3231

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

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

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item	*Entry*
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
13	Complete the certification before submitting this request.

U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section
DEA Headquarters

www.dea.gov

February 24, 2016

All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account:	Gila County Treasurer
Account Number:	11804047
Name of Bank/Financial Institution:	JP MORGAN CHASE
Address of Bank/Financial Institution:	201 N CENTRAL AVE, PHOENIX, AZ 85004
Telephone Number of Bank/Financial Institution:	602-221-1806
Contact Person of Bank/Financial Institution:	ROCHELLE COMBS
Bank/Financial Institution ABA Number:	122100024
State-Local Agency Name / LOA Number:	AZ-Gila County Sheriff's Office/2016-03

DEBORA SAVAGE Gila County Treas
Authorized Agency Representative (Name & Title)

Debora Savage
Signature of Authorized Agency Representative

03-04-2016
Date

Investigative Support Section
DEA Headquarters

County Attorney's Comment

Date: March 21, 2016

To: Gila County Board of Supervisors

From: Gila County Attorney's Office

Re: April 5, 2016 Agenda Item Number 3660 (Agreement Number 2016-03 between the Gila County Sheriff's Office and the U.S. Department of Justice Drug Enforcement Administration for cannabis eradication).

Two Mandatory Clauses are Missing

The County Attorney's Office cannot approve this contract as to form because it fails to comply with two statutes: A.R.S. § 38-511 and § 41-4401.

A.R.S. § 44-4401

A.R.S. § 41-4401(A) reads, in part:

> Every government entity shall require that *every government entity contract include all* of the following provisions: 1. That each contractor and subcontractor warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A. 2. That a breach of warranty under paragraph 1 shall be deemed a material

> breach of the contract that is subject to penalties up to and including termination of the contract. 3. That the government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

(Emphasis added.)

The agreement does not comply with this binding legislative directive.

A.R.S. § 38-511

A.R.S. § 38-511 establishes that every contract to which the state or its political subdivisions are a party must contain notice of the right to cancel the contract due to conflict of interest. The agreement does not contain this mandatory reference.

ARF-3672 **Consent Agenda Item** **4. C.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted For:	Michael O'Driscoll, Director		
Submitted By:	Ginnie Scales, Health Services Program Manager		
Department:	Health & Emergency Services	Division:	Health Services
Fiscal Year:	2016-2018	Budgeted?:	Yes
Contract Dates Begin & End:	04/1/16 through 3/31/18	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 4 to Intergovernmental Agreement (IGA) Contract No. ADHS13-040496 with the Arizona Department of Health Services for HIV Care Services.

Background Information

Gila County has provided HIV care and support services to Gila, Apache, and Navajo Counties for over eight years. Contract No. ADHS13-0040496 was approved by the Board of Supervisors on August 6, 2013. Amendment No.1 to the contract was approved by Board of Supervisors on December 17, 2013. Amendment No. 2 was approved by the Board of Supervisors on January 20, 2015. Amendment No. 3 was approved by the Board of Supervisors on May 5, 2015. Amendment No. 4 is providing contract changes to remove the termination date from the price sheet to allow the budget to extend through end of contract term.

Evaluation

In past contracts, there were two expiration dates in the agreement: 1) on the price sheet and, 2) for the contract length. The price sheet had an expiration date of one year and the contract had an expiration date of five years. Because the price sheet had an expiration date of one year, it was required that an amendment be approved annually to account for the expiration date; and, this was done even if the price sheet did not change. The Arizona Department of Public Health has eliminated the annual expiration date from the price sheet and will use only the expiration date on the contract. This will save the counties and AZDHS time and administration costs by eliminating the need to approve amendments to the contract that are not needed.

Conclusion

Approval of Amendment No. 4 to Contract No. ADHS13-040496 will allow Gila County the ability to provide HIV care and support services to Gila, Apache and Navajo Counties and eliminate the need for contract amendments unless otherwise necessary.

Recommendation

It is the recommendation of the Health and Emergency Services Division Director that the Board of Supervisors approve Amendment No. 4 to the IGA (Contract No. ADHS13-040496) between Gila County and the Arizona Department of Health Services for the period of April 1, 2016, through March 31, 2018.

Suggested Motion

Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS13-040496) between Gila County and the Arizona Department of Health Services to continue to provide HIV care and support services to Gila, Apache and Navajo Counties for the period of April 1, 2016, through March 31, 2018, in the amount of $217,613.

Attachments

Amendment No. 4

Amendment No. 3

Amendment No. 2

Amendment No. 1

Original contract

Approval as to Form

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 1740 West Adams, Room 303 Phoenix, Arizona 85007 **(602) 542-1040** **(602) 542-1741 FAX**
	Contract No.: **ADHS13-040496** — Amendment No.: **4**	Procurement Officer: **Delilah Gonzalez**

HIV CARE AND SERVICES

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to, Terms and Conditions, Provision Six (6), **Contract Changes**, Item 6.1, Amendments, Purchase Orders and Change Orders, the Price Sheet is hereby replaced with the revised Price Sheet in this Amendment.

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.

Contractor Name:

GILA COUNTY HEALTH DEPARTMENT

Address:

5515 S. APACHE AVE. SUITE 100

City	State	Zip
GLOBE	**ARIZONA**	**85501**

Authorized Signature

Michael A. Pastor

Print Name

Chairman, Board of Supervisors

Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

Signature — Date

Jefferson R. Dalton

Deputy Gila County Attorney
Civil Bureau Chief

Print Name — Title

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 _____ 2016.

Procurement Officer

Attorney General Contract No.: **P0012014000078**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature — Date

Assistant Attorney General

Print Name — Title

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.

REVISED PRICE SHEET

Cost Reimbursement Line Items	Annual Amount
Core Medical Personnel & ERE	$101,746.00
Core Medical Services Delivered	$47,900.00
Support Services Personnel & ERE	$0.00
Support Services Delivered	$46,200.00
Administration Personnel & ERE	$6,942.00
Administration Services Delivered	$14,825.00
Total not to exceed:	**$217,613.00**

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX
	Contract No.: **ADHS13-040496**	Amendment No.: **3**	Procurement Officer: **Delilah Gonzalez**

HIV CARE AND SERVICES

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to, Terms and Conditions, Provision Six (6), **Contract Changes**, Item 6.1, Amendments, Purchase Orders and Change Orders, the Agreement is hereby extended through March 31, 2018.

2. The Price Sheet of the original Agreement is hereby replaced with the revised Price Sheet of this Amendment. The total of the revised Price Sheet decreased from $276,625.00 to $217,613.00 due analyzing and updating the current salaries and removing one position. The line changes are the following:

   2.1 Core Medical Personnel & ERE decreased by $43,879.74, from $145,625.74 to $101,746.00.

   2.2 Core Medical Services Delivered decreased by $20,000.00, from $67,900.00 to $47,900.00.

   2.3 Support Services Delivered increased by $10,294.00, from $35,906.00 to $46,200.00.

   2.4 Administration Services Personnel/ERE increased by $41.00, from $6,983.00 to $6,942.00.

   2.5 Administration Services Delivered decreased by $5,386.00, from $20,211.00 to $14,825.00.

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.

Contractor Name: **GILA COUNTY HEALTH DEPARTMENT**	Authorized Signature
Address: **5515 S. APACHE AVE. SUITE 100**	Michael A. Pastor Print Name
GLOBE / **ARIZONA** / **85501** City / State / Zip	Chairman, Board of Supervisors Title
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona Signature: Bryan Chambers — Date: 5-5-2015 Bryan Chambers, Deputy County Attorney/ Civil Bureau Chief Print Name / Title	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 18 day of May 2015. Procurement Officer
Attorney General Contract No.: **P0012014000078**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona. Signature: JoAnn A. Handy — Date: 05-15-15 JO-ANN A. HANDY, Assistant Attorney General Print Name / Title	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.**

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 **(602) 542-1040** **(602) 542-1741 FAX**
	Contract No.: **ADHS13-040496**	Amendment No.: **3**	Procurement Officer: **Delilah Gonzalez**

REVISED PRICE SHEET

Effective through March 31, 2016

Cost Reimbursement Line Items	Annual Amount
Core Medical Personnel & ERE	$101,746.00
Core Medical Services Delivered	$47,900.00
Support Services Personnel & ERE	$0.00
Support Services Delivered	$46,200.00
Administration Personnel & ERE	$6,942.00
Administration Services Delivered	$14,825.00
Total not to exceed:	**$217,613.00**

	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: **ADHS13-040496**	Amendment No. **2**	**Jacqueline Ortega-Avila** Procurement Officer

HIV CARE AND SERVICES

Effective April 1, 2014, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to the Terms and Conditions Provision Six (6) , Contract Changes, Item Number 6.1, Amendments, Purchase Orders and Change Orders., the Scope of Services, Provision Four (4), Tasks of the Intergovernmental Agreement is hereby revised to add 4.19 as follows in this Amendment 3: .

   4.19. Primary care practitioners treat patients seeking to maintain optimal health as well as those with acute and chronic physical, mental, and social health issues, including multiple chronic diseases. Chronic illnesses usually treated by primary care providers include: hypertension, heart failure, angina, diabetes, asthma, COPD, depression, anxiety, back pain, arthritis, thyroid dysfunction, and HIV. Primary care is inclusive of HIV, and proof of a relationship with HIV is not needed if these conditions are treated as part of routine primary HIV medical care. Where medical specialty care is required, Ryan White HIV/AIDS Program funding is provided only if the condition is related to the individual's HIV disease. The grantee must provide comprehensive, coordinated primary HIV medical care, and this defines the types of provider visits that are allowable under Ryan White HIV/AIDS Programs. An eligibility record can be developed so that once the agency deems that client eligible for Ryan White HIV/AIDS Program services, the client can access any of the provider's services. Because medical care must be HIV-related, the information and documentation to establish eligibility prior must be available and scanned into the system as part of the patient record. The main characteristic of primary care is that the patients consult their primary care doctor for routine check-ups and any time they have a new physical problem. This guideline is applicable to any insured and uninsured Ryan White Part B clients.

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.

Gila County Health & Emergency Services **Contractor Name**	**CONTRACTOR SIGNATURE** Michael A Pastor **Contractor Authorized Signature**
1400 East Ash **Address**	Michael A. Pastor **Printed Name**
Globe **Arizona** **85501** **City** **State** **Zip**	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. Bryan Chambers 1-20-15 **Signature** **Date** Bryan Chambers, Deputy County Attorney/Civil Bureau Chief **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** 5 **day of** March 2015 ~~2014~~ Rebecca O'Brien **Procurement Officer**
Attorney General Contract No. P0012014000078, 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. JoAnn A. Handy 03-04-2015 Signature **Date** Assistant Attorney General Printed Name: JO-ANN HANDY	**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.**

2. Pursuant to the Terms and Conditions Provision Six (6) , Contract Changes, Item Number 6.1, Amendments, Purchase Orders and Change Orders., the Scope of Services, Provision Four (4), Tasks of the Intergovernmental Agreement is hereby revised to add 4.20 as follows in this Amendment 3: . :

   4.20. With program permission, a Contractor may have an administration cost of more than ten percent (10%).

3. Pursuant to the Terms and Conditions Provision Six (6) , Contract Changes, Item Number 6.1, Amendments, Purchase Orders and Change Orders., the Price Sheet, page thirty-seven (37) of the original Agreement is replaced with the *Revised* Price Sheet on page three (3) of this Amendment 3.

   - **Core Medical Personnel & ERE** increased $49,659.00 due to changes in personnel; salary for EIS position was lower than planned and the new CM was hired at a lower salary. The total is $145,625.74
   - **Core Medical Services Delivered** increased by $16,000.00 to add funds for Oral and Mental Health. The total is $67,900.00.
   - **Support Services PS/ERE** decreased by $46,867.00 new total is $0.00. The salary was moved up to MCM.
   - **Support Services Delivered** decreased $19,124.00 to add funds for Emergency Financial Assistance and Medical Transportation. The total is $35,906.00.
   - **Administration PS/ERE** increased by $333.00, to correctly account for Personnel/ERE correctly. The total is $6,983.00
   - **Administration Services Delivered** no changes. The total remains at $20,211.00
   - The Price Sheet increased by $0.00 and the **Annual Amount of $276,625.00** remains the same.

	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: **ADHS13-040496**	Amendment No. **2**	**Jacqueline Ortega-Avila** Procurement Officer

Gila County Health & Emergency Services
***REVISED* Price Sheet**
Effective April 1, 2014

COST REIMBURSEMENT LINE ITEMS	ANNUAL AMOUNT
Core Medical Personnel & ERE	$145,625.74
Core Medical Services Delivered	$67,900.00
Support Services Personnel & ERE	$0.00
Support Services Delivered	$35,906.00
Administration Personnel & ERE	$6,983.00
Administration Services Delivered	$20,211.00
TOTAL NOT TO EXCEED:	**$276,625.00**

	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: **ADHS13-040496**	Amendment No. **1**	**Procurement Specialist** **Jacqueline Ortega-Avila**

HIV CARE AND SERVICES

Effective September 20, 2013, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Page Two (2), Terms and Conditions, Provision Four (4), Contract Administration and Operation, Item (4.12), Scrutinized Businesses, is deleted in its entirety.

2. Pursuant to Page Six (6), Terms and Conditions, Provision Six (6), Contract Changes, Item (6.1), the Scope of Services, Provision Five (5), Requirements, of the Contract, is hereby revised to add the following:

   5. Requirements

   5.9 When an audit is conducted, the Contractor shall be responsible for reimbursing unallowable expenses if an outcome is found for unallowable expenses on a Contractor's Expenditure Report. ADHS will collect any reimbursements due to unallowable expenditures.

3. Pursuant to Page Six (6), Terms and Conditions, Provision Six (6), Contract Changes, Item (6.1), Amendments, Purchase Orders and Change Orders, the Scope of Services, Provision Seven (7), Deliverables, of the Contract, is hereby revised to add the following:

(CONTINUED ON NEXT PAGE)

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.

Gila County Health Department Contractor Name	CONTRACTOR SIGNATURE x Michael A. Pastor Contractor Authorized Signature
5515 South Apache Avenue, Suite #100 Address	Michael A. Pastor Printed Name
Globe / **Arizona** / **85501** City / State / Zip	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 x Bryan Chambers 12-17-13 Signature / Date Bryan Chambers, Deputy Attorney Principal 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 7th day of January ~~2013~~ 2014 Christine Ruth Procurement Officer
Attorney General Contract No. P0012012000033, 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. 1/3/14 Signature / Date Assistant Attorney General Printed Name: Patricia LaMagna	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.**

5. Pursuant to Page Eleven (11), Terms and Conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 (HIPAA) is revised to read as follows:

   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 Arizona Strategic Enterprise Technology (ASET) Office, 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 ASET /SISPO Chief Privacy Officer and HIPAA Coordinator.

6. Pursuant to Page Twelve (12), Terms and Conditions, Provision Twenty (20) is added as follows:

   20. Data Universal Numbering System (DUNS) Number Requirement

   Pursuant to 2 CFR 25.100 *et seq.*, no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its DUNS Number to ADHS.

7. Deliverables

7.1 The Contractor shall submit to ADHS the following deliverables.

ITEM	DELIVERABLE NAME	DELIVERABLE DUE DATE	SUBMIT TO
7.1.1	Monthly CER and Monthly Activity Report (MAR)	Fifteen (15) days after month in service/claim	Program Manager
7.1.2	Client level data entry into an HRSA approved data system	Five (5) days after activity	Program Manager via CAREWare or other HRSA approved system
7.1.3	Quarterly Narrative Report	July 15, Oct 15, Jan 15, of each year	Program Manager
7.1.4	Ryan White Data Report (RDR)/Ryan White Services Report (RSR)	Between January and March each year for prior Calendar Year data (due date defined by HRSA)	Program Manager and HRSA through Electronic Handbook
7.1.5	Annual Narrative Report	April 15 of each year	Program Manager
7.1.6	Annual Service Delivery Plan	April 30 of each year	Program Manager
7.1.7	Quality Management Plan	May 1 of each year	Program Manager
7.1.8	Budget Projections	Jan 1 of each year for remainder of current year	Program Manager
7.1.9	Yearly Budget Worksheet and Narrative/justification	December 1 of each year for March 31 year end	Program Manager

7.2 Invoices

7.2.1 Contractors have 45 days from the receipt of this amendment to provide Part B with a plan on how the agency will ensure invoices/claims are paid within the current grant year.

7.2.2 Invoices which are being paid, must be for services received within the current grant year April 1st to March 31st Contractors have until May 15th to reconcile any payments which are received for the previous grant year. Any invoice received after May 15th for the previous grant year cannot be paid with RW grant funds.

7.2.3 ***Example:*** Current grant year is April 1, 2013 to March 31, 2014. Any invoices with a date of service prior to March 31, 2013 cannot be paid with current grant funds; there are no exceptions. The date of invoice cannot be used; contractors must use the date of service to determine if an invoice can be paid. A contractor who pays for an invoice dated from a previous grant cycle will be required to reimburse ADHS.

4. Pursuant to Page Eleven (11), Terms and Conditions, Provision Fifteen (15), Fingerprint and Certification Requirements/Juvenile Services, is deleted in its entirety.

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-040496

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: HIV Care Services

Begin Date: April 1, 2013

Geographic Service Area: Gila County, Apache County, and Navajo County

Termination Date: March 31, 2015

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: 5515 S. Apache Ave., Suite 100
Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: Paula Horn

Phone: 928-402-8813

FAX No: 928-425-0794

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

X [signature] 8-6-13

Signature of Person Authorized to Sign — Date

Michael A. Pastor, Chairman
Print Name and Title — Board of Supervisors

This Contract shall henceforth be referred to as Contract No. ADHS13-040496 **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 23 **day of** August, **2013**

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. Approved as to form

X [signature] 8-6-13

Signature of Person Authorized to Sign — Date

Bryan Chambers, Deputy Attorney
Print Name and Title — Principal

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.

Attorney General Contract, No. P0012012000033, 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] 8/21/2013

Signature — **Date**

Assistant Attorney General: Debra L. Stark

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)

_X_ Cost Reimbursement

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 <u>E-Verify Requirements</u> 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 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 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. Pursuant to A.R.S. § 36-425.03, 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.

1. **Background**

1.1 The mission of the Arizona Department of Health Services (ADHS), Office of Disease Integration and Services, Ryan White Part B HIV Care and Services Program (Program) is to provide medically necessary health care and support services for low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources for coping with HIV/AIDS. The Program provides services to eligible clients residing in all counties of Arizona except Maricopa County, Pinal County, and Mohave County.

1.2 Services to be provided under this Contract are fully funded through the Ryan White HIV/AIDS Treatment Extension Act of 2009, formerly known as the Ryan White HIV/AIDS Treatment Modernization Act of 2006, administered by the Health Resources Services Administration (HRSA), HIV/AIDS Bureau (HAB) Ryan White funding fills gaps in care not covered by other resources. The ADHS Office of Disease Integration and Services is the only authorized administrator of Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009 and is mandated to ensure the provision of Core Medical and Support Services as specified by HRSA.

1.3 The ADHS Office of Disease Integration and Services and Office of HIV Prevention have the responsibility of adminisetering:

1.3.1 HIV Surveillance Program Cooperative Agreement funds,

1.3.2 HIV Prevention Program Cooperative Agreement funds by the U.S. Centers for Disease Control Prevention (CDC), and

1.3.3 Ryan White HIV/AIDS Treatment Extension Act of 2009 administered by the HRSA, HIV/AIDS Bureau (HAB) Ryan White funding.

1.4 HIV Surveillance funds are provided to State Health Departments to supplement HIV Surveillance efforts. These efforts include case investigation and reporting of data to ADHS in a timely manner.

1.5 The current National HIV/AIDS strategy has three (3) goals:

1.5.1 Increase access to care and optimize health outcomes for people living with HIV;

1.5.2 Reduce HIV-related health disparities; and

1.5.3 Reduce the number of people who become infected with HIV.

1.6 The passage of the Patient Protection and Affordable Care Act (ACA) in March 2010 will result in significant changes to the traditional direct delivery strategy of the Ryan White funded program. Leading up to its full implementation in 2014, HIV care delivery models must need to effectively coordinate service delivery in coordination with primary payer plans. Within Arizona, the Ryan White Part B program is responsibe for working collaboratively with other Ryan White grantees, as well as, with providers in the Healthcare System of Arizona to achive the National HIV/AIDS Strategy goals. In an effort to improve and expand access to medically necessary health care and support services for low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources, ADHS used a statewide needs assessment and strategic planning process to establish priorities for the Ryan White Part B program. Priorities established in the most recent Arizona Statewide Coordinated Statement of Need (SCSN) include in the following order:

1.6.1 Primary Medical Care,

1.6.2 Medications,

1.6.3 Health Insurance,

1.6.4 Housing Assistance,

1.6.5 Medical Transportation,

1.6.6 Nutritional Counseling/Food Bank Services,

1.6.7 Case Management,

1.6.8 Mental Health Services,

1.6.9 Emergency Financial Assistance, and

1.6.10 Dental Care.

2. Objective

2.1 To fill gaps in core medical and support services to low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources for coping with HIV/AIDS.

2.2 Assist local Community Based Organizations (CBO) and Ryan White Part B providers in partner elicitation and coordinate for Partner Services within county health department.

2.3 Conduct HIV Case Surveillance Activities.

2.4 Coordinate linkage to care activities for persons newly diagnosed with HIV.

3. Scope of Work

3.1 The Contract services to be provided during the term of the contract shall address problems and needs and seek to achieve the program goals described below:

3.1.1 The Contractor shall provide core medical and support services to eligible Ryan White Part B clients in accordance with the HRSA guideline found at http://hab.hrsa.gov;

3.1.2 Conduct HIV Surveillance activities in accordance with the most recent guidelines from the CDC (www.cdc.gov);

3.1.3 Supplement current Partner Services including partner/spousal elicitation and notification activities; and

3.1.4 Coordinate with local CBOs and Ryan White Part B providers to elicit partners and provide technical assistance on Partner Services.

4. Tasks

The Contractor shall:

4.1 Implement services in accordance to the detail Budget provided in Attachment D.

4.2 Provide appropriate training for staff that has responsibility for fulfilling any components of the service categories. A determination of appropriate training shall be made in conjunction with ADHS Contract monitor;

4.3 Develop a local quality management plan for the proposed service categories; Exhibit 1; Program Implementation Plan and Local Quality Management;

4.4 Participate in the Ryan White Part B strategy for Early Identification of Individuals with HIV/AIDS (EIIHA);

4.5 Develop policies and procedures to support the service categories being proposed;

4.6 Identify a Project Manager who shall be the primary contact person for the ADHS Office Chief to discuss assigned projects or tasks.

4.7 Each proposed service category requires confidentiality of information or security arrangements completed prior to providing services to clients;

4.8 Maintain a financial point of contact responsible for ensuring that all Federal and State Standards are met in the record keeping and billing of this program; and

4.9 Evaluation activities to include, at a minimum:

4.9.1 Formative evaluation,

4.9.2 Process monitoring elements,

4.9.3 Process evaluation elements,

4.9.4 Outcome monitoring elements,

4.9.5 Analysis of data,

4.9.6 Program improvement,

4.9.7 Timeline,

4.9.8 Evaluation tools, and

4.9.9 Description of responsible parties.

4.10 Collection of required data variables see Attachment B, Security and Confidentiality Standards, required by the HRSA or by ADHS in a secured electronic data system approved by HRSA for Ryan White Reporting.

4.10.1 Collect data elements according to the standards and guidelines established by HRSA and ADHS, including but not limited to:

4.10.1.1 Participant,

4.10.1.2 Demographic and risk behavior, and

4.10.1.3 Service Category activities and process monitoring of all areas of the Service Category.

4.10.2 Other reporting required by ADHS.

4.11 Provide culturally competent services see Exhibit 2, Cultural Competency Standards.

4.11.1 Develop a plan, to be approved by ADHS, for the purpose of enhancing of cultural competency in the delivery of services and staff training;

4.11.2 "Cultural Competency" is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals that enable the system, agency or those

professions to work effectively in cross-cultural situations; and

4.11.3 These policies/strategies shall serve to integrate CLAS (Culturally and Linguistically Appropriate Services) when determining customer service needs.

4.12 Materials Review

4.12.1 Ensure that all materials developed or utilized by the Contractor are approved by ADHS prior to use. Guidelines for submission are included in Exhibit 4, Materials Review Standards. Complete Attachment A, Materials Review Acceptance.

4.12.2 Supplement current Partner Services in public and private sectors to persons newly diagnosed with HIV in Gila County.

4.13 Ensure Partner Services are:

4.13.1 Confidential in all aspects. It is critical that all Partner Services include and follow strict procedures to ensuring privacy, confidentiality, and security of data.

4.13.2 Timely (i.e. locating and notifying activities are initiated and completed promptly within ADHS-established timelines). Offered to every client identified by the county health department's testing program within twenty-one (21) days of learning their confirmatory HIV test result.

4.13.3 Appropriately documented in the reporting systems provided by the ADHS Epidemiology and Prevention programs. All Partner Services sessions shall be in accordance with the most recent version of the Partner Services guidance issued by the CDC Prevention and Surveillance branches.

4.14 Ensure reporting of HIV positive test results to ADHS in accordance with the established guidelines provided by the ADHS Surveillance Program.

4.15 Work with community partners and promote integration of Partner Services into existing services by:

4.15.1 Ensuring that information about how to access Partner Services is easily accessible by health care providers in the public and private sectors, CBOs, and other agencies diagnosing or providing services to HIV-infected persons.

4.15.2 Subcontract with other Ryan White Part B providers to pay bills for services provided by other Ryan White Part B providers to clients who reside in the Contractor's county; and

4.16 Conduct HIV Case Surveillance activities in public and private sectors with related to all persons newly diagnosed with HIV in Gila County. These programs should address all steps of HIV case surveillance.

4.17 Report HIV positive test results to ADHS in accordance with the established guidelines.

4.17.1 Obtain medical, laboratory and other information required to complete the CDC HIV/AIDS Reporting System (HARS) Confidential Case Report Form in both the adult and pediatric CDC forms as appropriate and the ADHS HIV/AIDS supplemental report form. Information may be obtained, when necessary, through direct interviews with the reported individual. Contractor shall pay particular attention to risk, race, earliest lab test dates, AIDS-defining conditions and travel outside Arizona. When such information cannot be obtained, the Case Report shall be so annotated.

4.17.2 Conduct HIV Incidence Surveillance interviews in accordance with CDC and ADHS requirements, paying particular attention to data fields:

4.17.2.1 "Date of First Positive,"

4.17.2.2 "Ever Tested Negative,"

4.17.2.3 "Number of Negative Tests,"

4.17.2.4 "Date of Last Negative,"

4.17.2.5 "Ever Had Previous Positive Test,"

4.17.2.6 "Ever Taken ARVs," and

4.17.2.7 "ARV Use Dates."

4.17.3 Forward completed case reports for ADHS review. Activities shall be summarized in the monthly statistical reports at the end of the reporting year. All HIV Case Reports shall be forwarded to ADHS in envelopes marked "Confidential".

4.17.4 Ensure Surveillance Staff complete cases within ADHS established timelines.

4.18 Other program monitoring measures:

4.18.1 Fully cooperate with other contractors and state employees. The Contractor shall not commit or permit any act that interferes with the performance of any other ADHS Contractor or of state employees.

5. Requirements

The Contractor shall:

5.1 Follow the eligibility screening protocols and documentation for the Ryan White Part B providers in Exhibit 3 and future updates established by ADHS.

5.2 Provide facilities that are suitable for implementing the service categories chosen for this Contract. ADHS reserves the right to inspect any facilities to determine the suitability.

5.3 Follow the Accounting and Auditing Procedures Manual for contractors of ADHS Funded Programs (http://www.azdhs.gov/bhs/finance/account_audit.htm).

5.4 Maintain the following:

5.4.1 An employee code of ethics or standards of conduct. This document must include policies and procedures to discourage soliciting cash or in-kind payments for the purchase, lease, or ordering of any goods, facility services or items, or recommendations of such actions.

5.4.2 A Corporate Compliance Plan.

5.4.3 Policies and Procedures that shall discourage:

5.4.3.1 The hiring of persons with a criminal record,

5.4.3.2 The hiring of persons being investigated by Medicare or Medicaid, and

5.4.3.3 Large signing bonus.

5.4.4 Files documenting any employee or Board Member violation of code of ethics, standards of conduct or any complaints alleging such violations.

5.4.5 Non-profit contractors must ensure documentation of bylaws, Board code of ethics, and business conduct practices.

5.5 Compliance with Office of Management and Budget (OMB) cost principles (OMB A-122; 2 CFR Appendix A 225 D 1) and federal purchasing practices.

5.6 Eligibility for "covered entity status" under 340B pricing.

5.7 Familiarity and compliance with applicable subgrantee responsibilities as outlined below:

5.7.1 HRSA/HAB Fiscal Monitoring Standards (http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf),

5.7.2 Program Monitoring Standards (http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf), and

5.7.3 Universal Standards (http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf), including compliance with requirements in the following documents:

5.7.3.1 Ryan White Part B assurances;

5.7.3.2 45 CFR 74 or 45 CFR 92 or 2 CFR 215 or 230 or 220;

5.7.3.3 HHS Grant Policy Statement (Terms and Conditions); and

5.7.3.4 Notice of Grant Award terms.

5.8 Maintain compliance with all requirements of the Ryan White HIV/AIDS Treatment Extension Act of 2009, found at http://www.gpo.gov/fdsys/pkg/PLAW-111publ87/content-detail.html to include all applicable quality and program management standards, or performance measures as required, established and defined by ADHS for the Program.

5.8.1 Based on HRSA materials dated April 2012; Ryan White Part B providers who provide services covered by Medicaid must be a Medicaid provider and must maintain files documenting compliance with this requirement. The Ryan White HIV/AIDS Program legislation, Section 2604(g), describes these as "any such service that is available pursuant to the State plan approved under title XIX of the Social Security Act for the State." This is related to Ryan White funds being used as payee of last resort

6. Approvals

6.1 The following activities or elements of the program and service categories require prior approval by the ADHS Ryan White Program Manager during the full term of the Contract:

6.1.1 Modification of program, based on evaluation and justified as program improvement;

6.1.2 Changes to implementation of the program goals, objectives and activities;

6.1.3 All materials developed or used by the program shall be approved by the ADHS prior to use;

6.1.4 Shifts of funding in either budget amounts or lines;

6.1.5 Subcontractors, including but not limited to, budgets and agreements;

6.1.6 Changes in key personnel as described in the Contract;

6.1.7 Out of state travel is not an allowable expense of this Contract;

6.1.8 The Ryan White Part B Care and Services Manager in the Office of Disease Integration and Services, or their designee, upon completion, submission, and approval of all deliverables and reporting requirements will accept the monthly Contractor Expenditure Report; and

6.1.9 As appropriate, materials developed or used in Surveillance shall be submitted to and reviewed by the ADHS HIV Surveillance Program.

7. Deliverables

The Contractor shall submit to ADHS the following deliverables.

Deliverable Name	Deliverable Due Date	Submit To
Monthly CER and Monthly Activity Report (MAR)	Fifteen (15) days after month in service/claim	Program Manager
Client level data entry into an HRSA approved data system	Five (5) days after activity	Program Manager via CAREWare or other HRSA approved system
Quarterly Narrative Report	July 15, Oct 15, Jan 15, of each year	Program Manager
Ryan White Data Report (RDR)/Ryan White Services Report (RSR)	Between January and March each year for prior Calendar Year data (due date defined by HRSA)	Program Manager and HRSA through Electronic Handbook
Annual Narrative Report	April 15 of each year	Program Manager
Annual Service Delivery Plan	April 30 of each year	Program Manager
Quality Management Plan	May 1 of each year	Program Manager
Budget Projections	Jan 1 of each year for remainder of current year	Program Manager
Yearly Budget Worksheet and Narrative/justification	December 1 of each year for March 31 year end	Program Manager

8. Notices, Correspondence and Reports

8.1 Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Office of Disease Integration and Services
Arizona Department of Health Services
Attn: Lisa M. Fuentes, Ryan White Part B Care and Service Program Manager
150 N. 18th Avenue, Suite #110
Phoenix, AZ 85007

8.2 Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Gila County Public Health Services
Attn: Paula Horn, Deputy Director
5515 S. Apache Ave., Suite 100
Globe, AZ 85501

Implementation Plan and Local Quality Management Plan

Program Implementation Plan

The Program Implementation Plan is a detailed picture of the full funding period/project cycle for the first year of this Contract, including planning, implementation, staffing, budgeting, start-up and wrap-up strategies, monitoring, and any special considerations in accordance with the information provided in the Method of Approach and Scope of Work of this announcement. This plan should be detailed enough that someone else coming into the program could implement the program using the plan as a roadmap.

An update of this plan will be submitted each year by April 30th.

Local Quality Management Plan

A separate local Quality Management (QM) plan will be submitted. This will be a detailed plan for evaluating and measuring the completion of the Implementation Plan during year one (1) (ending March 31, 2014). An update of the Evaluation Plan will be submitted each year by April 30th. In compliance with the Ryan White HIV/AIDS Treatment Extension Act of 2009, a local Quality Management plan will be developed and implemented to assess the health services provided to Arizona individuals under this grant, and ensure services provided are consistent with the Public Health Service guidelines for the treatment of HIV/AIDS. This Clinical QM program will evaluate and monitor that care and services are accessible, appropriate, and supportive and meet the Health Resources and Services Administration (HRSA) requirements and HIV/AIDS guidelines for improvement in access to and the quality of HIV health services. Activities outlined in this plan may involve implementation of action plans and strategic initiatives designed to improve quality.

The overall goal of quality management is improved health outcomes. If quality indicators show that a problem exists, then an action plan should be implemented to resolve the problem to improve care. Performance improvement activities should be data-driven and evidence-based.

Performance Measures:
ADHS Office of Disease Integration and Services will establish performance measures with requirements and performance goals. The Contractor is required to incorporate monitoring of performance measures into their monitoring process and take actions, as necessary, to improve performance. ADHS Ryan White Program reports performance to the contractor(s) and QM Committee on a quarterly basis.

Medical visits –
The percent of active client's medical records that have documentation of a minimum of 2 medical visits within the measurement year.

Viral Load Monitoring-
All clients with a diagnosis of HIV/AIDS will have a viral load test performed at least every six months.

Viral Load Suppression-
All clients on prescribed antiretroviral therapy for at least 6 months will have a viral load below limits of quantification (which is defined as <200 copies/ml) or patients with viral load not below the limits of quantification who have a documented plan of care.

Oral Health Exam- The percent of ADHS Ryan White part B clients who received an oral exam at least once a year.

Performance Measure	*Minimum Performance Standard*
Medical visits	90%
Viral Load Monitoring	95%
Viral Load Suppression	90%
Oral Exam at least once in measurement year	75%

Performance Measures will be reviewed and revised at least annually as part of the QM Plan. ADHS will continue with monitoring for Site Visits, through review and technical assistance for each contractor's QM Plan.

Performance Improvement Projects (PIPs)
ADHS Office of Disease Integration and Services uses Performance Improvement Projects (PIPs) to create or improve existing processes. ADHS Office of Disease Integration and Services will identify the need to implement performance improvement projects to utilize structured methodology as established by QM and target specific areas for improvement. Minimally, ADHS will initiate one PIP annually. Project topics are determined through the use of data collection and analysis and include both clinical and non-clinical topics. Projects are considered complete when a year of sustainable improvement has been demonstrated. The vendor/provider is required to participate in any and all activities, including interim monitoring, related to the completion of the PIPs. The new PIP for CY 2013 will focus on case manager's activities, tactics and interventions to enhance and promote HIV/AIDS client adherence to medication, medical and dental treatment.

Contract Number	INTERGOVERNMENTAL AGREEMENT PROGRAM IMPLEMENTATION PLAN AND LOCAL QUALITY MANAGEMENT PLAN EXHIBIT ONE (1)
ADHS13-040496	

The fields listed in the tables below are required for reporting to HRSA in the Ryan White Service Report (RSR). The specific content, transfer method, and encryption levels used must comply with HRSA requirements. Specific field content required will vary depending upon the services provided.

Field #	Variable Description	Variable Definition
1.	Reporting Period	1 =04/01/2013 – 06/30/2013 2= 07/01/2013 – 09/30/2013 3 = 10/01/2013 – 12/31/2013 4 = 01/01/2014 – 03/31/2014
2.	Encrypted Unique client ID (eUCI)	To protect client information, an encrypted Unique Client Identifier (eUCI) is used for reporting Ryan White client data. The Unique Client Identifier (UCI) is a unique 11-character alphanumeric code that is the same for the client across all provider settings. The UCI is derived from the first and third characters of a client's first and last name, his or her date of birth (MM/DD/YY), and a code for gender (1=male, 2=female, 3=transgender, 9=unknown). SHA-1, a one-way hashing algorithm that meets the highest privacy and security standards, is used to encrypt the client's UCI resulting in a 40-character alphanumeric code, the encrypted Unique Client Identifier.
3.	ADAP Number	The ADAP number is the unique 4-digit organization number that HAB has historically assigned to each State ADAP.
4.	Ethnicity	Hispanic/Latino Non-Hispanic Unknown
5.	Race	American Indian or Alaska Asian Black or African American Native Hawaiian or Other Pacific Islander White Unknown
6.	Current Gender	*Male* *Female* *Transgender*
7.	Transgender	Male-to–Female Female-to–Male Unknown
8.	Pregnancy Status	No Yes Not applicable Unknown
9.	Year of Birth	*Indicate the client's birth year in the form YYYY.*
10.	HIV/AIDS Status	HIV-positive, not AIDS HIV-positive, AIDS status unknown
11.	Poverty Level	Equal to or below the FPL 101–200% of the FPL 201–300% of the FPL 301-400% of the FPL 401-500% of the FPL

		More than 500% of the FPL Unknown/unreported
12.	High Risk Insurance	No Yes Unknown
13.	Health Insurance	Medicare Part A/B Medicare Part D Medicaid Private Other public No insurance Other
14.	Was the client a new or existing client?	Applied to your state ADAP for the first time ever; • Met the financial and medical eligibility criteria of the ADAP during the period for which you are reporting data. Examples of clients who should NOT be included in this number are the following: • Clients who have been recertified as eligible or clients who have been re-enrolled after a period of having been decertified/disenrolled; • Clients who have moved out of the State and then returned; and • Clients who move on and off ADAP because of fluctuations in eligibility for a Medicaid/ Medically Needy program, based on whether they met spend-down requirements.
15.	Date Completed Application Received	For all newly enrolled clients, report the date that the completed application was received by the ADAP program. Indicate this date in the form MM/DD/YYYY.
16.	Date Application Approved	For all newly enrolled clients, report the date that the client was first approved to begin receiving ADAP services. This is when the client was first enrolled in the ADAP program. Indicate this date in the form MM/DD/YYYY.
17.	Date of Recertification	Report the date that the client was determined to be eligible to continue to receive ADAP services. Indicate this date in the form MM/DD/YYYY.
18.	Enrollment Status	• The client is enrolled in ADAP but did not need/request any services. • The client is enrolled in ADAP but is on a waiting list. • The client is enrolled in ADAP and received ADAP-funded medications or insurance services during the reporting period. • The client was disenrolled from ADAP.

19.	Reason(s) for Disenrollment	• Ineligible due to change in ADAP program Federal Poverty Level requirements:
		  • Ineligible for ADAP, and is now eligible for Medicaid
		  • Ineligible for other reason
		  • Did not recertify
		  • Did not fill prescription
		  • Deceased
		  • Dropped out, no reason given
		  • Other/unknown

20.	Receipt of Insurance Services	Indicate whether the client received ADAP-funded insurance assistance during the reporting period including premiums, deductibles or donut hole coverage (i.e., True-Out-Of-Pocket (TrOOP)expenses) paid on behalf of the client.
21.	Amount Paid for Premiums	Indicate the total amount of insurance premiums (excluding premiums paid for Medicare Part D) paid on behalf of the client during the reporting period.
22.	Months Coverage of Premiums Paid	Indicate the total number of months of coverage for which the insurance premium in Item 20 was paid. Include all months, even if they fall outside of the reporting period.
23.	Amount Paid for Co-pays and Deductibles	Indicate the total amount of insurance deductibles and co-pays paid on behalf of the client (excluding Medicare Part D deductibles and co-pays) during the reporting period.
24.	Amount Paid for Medicare Part D	Indicate the total amount of Medicare Part D co-insurance premiums, deductibles or donut hole coverage (i.e., True-Out-Of-Pocket (TrOOP) expenses) paid on behalf of the client during the reporting period.
25.	Receipt of Medication Services	Indicate whether ADAP-funded medications were dispensed to this client during this reporting period.
26.	Medication(s) Dispensed	Report each ADAP-funded medication dispensed to the client during the reporting period. Use the five-digit drug code (d-xxxxx) of the medication. Drug codes are unique 5-digit codes assigned by the MULTUM Lexicon drug database.
27.	Start Date for Medication	Indicate this date in the form MM/DD/YYYY. The start date is the same as the date the medication was dispensed.
28.	Day(s) Supply of Medication	Indicate the number of days for which each medication listed in Item 26 was dispensed to the client during the reporting period.
29.	Amount Paid for Medication	Include the total costs paid during the reporting period, even if the medication prescription period extended beyond the reporting period.
30.	Payment of Separate Dispensing Fees	Indicate whether medication dispensing fees were paid separately from other fees, such as administrative fees.
31.	Amount Paid for Separate Dispensing Fees	Include all dispensing fees paid during the reporting period, even if the medication prescription period(s) extended beyond the reporting period.
32.	CD4 Count Date	Report the date of the most recent CD4 count test administered to the client during the twelve (12) months prior to the end of the data collection period. The date must be in the form MM/DD/YYYY.
33.	CD4 Count Value	Indicate the value of the most recent CD4 count test for the client during this reporting period.
34.	Viral Load Date	Report the date of the most recent viral load test administered to the client during the twelve (12) months prior to the end of the data collection period. The date must be in the form MM/DD/YYYY.
35.	Viral Load Value	Indicate the value of the most recent viral load test for the client during this reporting period.

Contract Number	INTERGOVERNMENTAL AGREEMENT CULTURAL COMPETENCY STANDARDS EXHIBIT TWO (2)
ADHS13-040496	

Cultural Competency Standards - CLAS

Definition

"Cultural Competency" is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency or those professions to work effectively in cross-cultural situations.

CLAS Standards as follows:

- ☐ **Standard 1**
  Health care organizations should ensure that patients/consumers receive from all staff member's effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred.

- ☐ **Standard 2**
  Health care organizations should implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.

- ☐ **Standard 3**
  Health care organizations should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery

- ☐ **Standard 4**
  Health care organizations must offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each patient/consumer with limited English proficiency at all points of contact, in a timely manner during all hours of operation.

- ☐ **Standard 5**
  Health care organizations must provide to patients/consumers in their preferred language both verbal offers and written notices informing them of their right to receive language assistance services.

- ☐ **Standard 6**
  Health care organizations must assure the competence of language assistance provided to limited English proficient patients/consumers by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on request by the patient/consumer).

- ☐ **Standard 7**
  Health care organizations must make available easily understood patient-related materials and post signage in the languages of the commonly encountered groups and/or groups represented in the service area.

- ☐ **Standard 8**
  Health care organizations should develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

- ☐ **Standard 9**
  Health care organizations should conduct initial and ongoing organizational self-assessments of CLAS-related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, patient satisfaction assessments, and outcomes-based evaluations.

- ☐ **Standard 10**
  Health care organizations should ensure that data on the individual patient's/consumer's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems, and periodically updated.

- ☐ **Standard 11**
  Health care organizations should maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.

- ☐ **Standard 12**
  Health care organizations should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and patient/consumer involvement in designing and implementing CLAS-related activities.

- ☐ **Standard 13**
  Health care organizations should ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by patients/consumers.

- ☐ **Standard 14**
  Health care organizations are encouraged to regularly make available to the public information about their progress and successful innovations in implementing the CLAS standards and to provide public notice in their communities about the availability of this information.

Contract Number	INTERGOVERNMENTAL AGREEMENT RYAN WHITE PART B ELIGIBILITY REQUIREMENTS EXHIBIT THREE (3)
ADHS13-040496	

RYAN WHITE PART B CLIENT INFORMATION FORM

The following is an example of an acceptable intake form for use by the Contractor

State of Arizona Ryan White Part B Client Information Form

Initial Application Date: _____ 6 months Update Date: _____

Date of initial Application to Agency: _____

Name: _____ other names used: _____

Date of Birth: _____ SSN: _____

PRESENTING NEED TODAY; Why are you coming in for services at this agency?

_____

_____

_____

_____

HIV DIAGNOSIS

Date of HIV+ Diagnosis: _____ Date of AIDS Diagnosis: _____

City/State of residence when given HIV+ Diagnosis: _____

☐ Asymptomatic ☐Symptomatic HIV Verification Documentation on File ☐Yes ☐ No

Verification provided: _____

Transmission of Virus:

☐Sex with Male ☐Sex with Female ☐Bisexual

☐Intravenous/Injection Drug User ☐ Hemophilia/coagulation disorder ☐Perinatal transmission

☐ Receipt of transfusion of blood, blood component, or tissue ☐Unknown

Do you know how HIV is transmitted and prevention techniques? ☐Yes ☐ No

Comments: _____

_____

☐Single ☐ Married/Life Partner ☐Live in Relationship ☐Separated ☐Divorced ☐Widowed

Gender at Birth: ☐ Male ☐ Female Transgendered: ☐Male to Female ☐ Female to Male

Hispanic/Latino: ☐Yes ☐ No

Race: ☐White ☐Black ☐Asian ☐Native Hawaiian/PI ☐ American Indian/Native Alaskan/First Nation

☐ Multi-racial ☐ Unknown

Citizenship Status: ☐US Citizen ☐Other ☐Resident Alien Alien Number: _____

Verification of residency is documented and on file: ☐Yes ☐No Date Verified: _____

Documentation that is provided to show residency: _____

Spoken Language: ☐English ☐ Spanish ☐ ASL ☐ Other: _____

Written Language: ☐English ☐ Spanish ☐ ASL ☐ Other: _____

Do you need help with translation? ☐Yes ☐ No

Education: ☐High School ☐GED ☐College ☐School ☐Trade School

State of Arizona Ryan White Part B Client Information Form

HOUSING/CONTACT INFORMATION

Do you currently have a stable place to live? ☐Yes ☐ No

Home Phone: _____ Cell Phone:_____ Message:_____

E-mail Address: _____

Home Address: _____

City: _____ State: ____ Zip: _____

Cross Streets: _____

Mailing Address (if different): _____

City: _____ State: ____ Zip: _____

How would you like to be contacted by the staff?

We do need to be able to reach you but will respect your confidentiality concerns.

"Any" means we can mention the agency name, mention case management or medical information if needed.

"Discreet" would not mention the agency, case management or medical information.

Mail ___Any Information ___ discreet ___ No Contact _____Client Initials ___

Email ___Any Information ___ discreet ___ No Contact _____ Client Initials ___

Home Phone ___Any Information ___ discreet ___ No Contact _____ Client Initials ___

Cell Phone ___Any Information ___ discreet ___ No Contact _____ Client Initials ___

Message Phone ___Any Information ___ discreet ___ No Contact _____ Client Initials ___

Emergency Contact:

Name/Relationship _____

Emergency Contact Number (____)_____

___Any Information ___ discreet ___ No Contact _____ Client Initials ___

Is Emergency Contact Aware of HIV Status: ☐Yes ☐ No

HOUSEHOLD MEMBERS:

Name	Relationship	Knows Status	HIV status	Date of Birth	Gender	Ethnicity	Comments

If you have minor children in the home; do you have someone to help you with childcare? ☐Yes ☐ No

State of Arizona Ryan White Part B Client Information Form

PRIMARY MEDICAL CARE

Provider Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

Primary Physician: _____ Phone: _____

Is Authorization for release of Information on file and current? ☐Yes ☐ No

Case Manager/Social Worker at Medical Facility _____

Phone: _____ Is Authorization for release of Information on file? ☐Yes ☐ No

Recent Hospitalizations: _____

Last time you saw a doctor: _____ CD4 Count: _____ Viral load:_____

Do you have problems making or keeping provider appointments? ☐Yes ☐ No

Comments: _____

Have you ever tested positive for Tuberculosis? ☐Yes ☐ No For Hepatitis? ☐Yes ☐No

Opportunistic Infections you have had or are receiving care for:

_____

_____

PHARMACY: _____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

Is Authorization for release of Information on file? ☐Yes ☐ No

Are you currently taking HIV related medications? ☐Yes ☐ No

Do you take medications as directed? ☐Yes ☐ No

Do you require assistance in taking medications? ☐Yes ☐ No

Do you have a good place to store your medications? ☐Yes ☐ No

INSURANCE

Do you currently have insurance? ☐Yes ☐ No

☐Medicaid Managed Care ☐Medicare ☐AHCCS ☐Private Insurance ☐ADAP

☐Military ☐Medicaid Part D ☐Advantage Plans ☐PCIP ☐Other: _____

Insurance Carrier/Company: _____

Policy Number: _____ Group Number (if applicable)_____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

If there is no insurance: Date That PCIP was applied for: _____

State of Arizona Ryan White Part B Client Information Form

OTHER MEDICAL CARE PROVIDERS

DENTIST: _____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

Is Authorization for release of Information on file? ☐Yes ☐ No

MENTAL HEALTH:

Have you ever been diagnosed with or treated for mental illness? ☐Yes ☐ No

Brief Summary of history, diagnoses:

_____

_____

Are you currently taking medication for mental illness including depression or anxiety? ☐Yes ☐ No

Are these medications prescribed by our HIV Doctor or a Mental Health Professional? ☐Yes ☐ No

Counselor/Doctor: _____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

Is Authorization for release of Information on file? ☐Yes ☐ No

SUBSTANCE ABUSE:

Have you ever been diagnosed with or treated for substance abuse? ☐Yes ☐ No

Brief Summary of history, diagnoses:

_____

_____

Are you currently being helped to deal with these issues? If so, who is your provider?

Counselor/Doctor/Support Group: _____

Address: _____

City: _____ State: _____ Zip: _____ Main Phone: _____

Is Authorization for release of Information on file? ☐Yes ☐ No

_____

_____

State of Arizona Ryan White Part B Client Information Form

LEGAL ISSUES

Have you ever been arrested? ☐Yes ☐ No If yes: Are you currently on probation? ☐Yes ☐ No

Have you ever been charged with domestic abuse or neglect? ☐Yes ☐ No

Are you currently court ordered to attend any sort of training or Case Management? ☐Yes ☐ No

Brief summary of charges; past legal issues. (This does not affect receiving care but could impact some services provided by other agencies that we may want to refer you to for assistance.)

_____

_____

INCOME

Are you currently employed? ☐Yes ☐ No Hours per Week? _____

Employer: _____

Are you unemployed? ☐Yes ☐ No Self Employed? : ☐Yes ☐ No Retired? ☐Yes ☐ No

Is anyone in your household employed? ☐Yes ☐ No

Are you or an adult in your family unit receiving public assistance? ☐Yes ☐ No

Are you or an adult in the family unit receiving regular monetary payments from a source other than employment or public assistance? ☐Yes ☐ No

Are you receiving other assistance in obtaining food, water, housing or clothing? ☐Yes ☐ No

If yes, what is the source? _____

Are you currently receiving SSI or SSDI? ☐Yes ☐ No If no, have you applied? ☐Yes ☐ No

Is the required income documentation completed and in file? ☐Yes ☐ No

Income documentation provided: _____

_____

HOUSEHOLD INFORMATION TABLE

List every person who lives with you (starting with yourself/applicant) and is related to you by legal marriage, birth, adoption. List the monthly gross income that each adult (age 18 or older, married or emancipated) brings to the household.

ALL EARNED AND UNEARNED INCOME MUST BE REPORTED and DOCUMENTED

Applicant or Family Member	Relationship	SS Number of Applicant only	Over 18 yes or No	Monthly Gross Income
	Self			

Total number of individuals living in family unit: _____

Total Combined FAMILY Income from all Sources: _____

State of Arizona Ryan White Part B Client Information Form

Consent to Case Management

I have been referred to case management services. I have reviewed with the case manager and agree to accept and follow the policies and procedures of this agency in providing this service. I agree to notify the agency regarding any change in income, residency, health insurance coverage or eligibility within 30 days of change. Failure to notify the agency of these changes may cause disqualification from the services. I also have been notified that I cannot duplicate services between my Case Management and other Support Service providers, this too can be grounds for disqualification of services.

Client Signature and Date

Case Manager/Social Work Signature and Date

6 MONTH RENEWAL 6 months from the original completion of this form, it will be reviewed and documented here.
We have reviewed this information and updates were provided and initialed in the form. ☐Yes ☐ No
There have been no changes in the last 6 months. ☐Yes ☐ No

Client Signature and Date

Case Manager/Social Work Signature and Date

MATERIALS REVIEW STANDARDS

All written materials, websites/internet materials, audiovisual materials, pictorials, questionnaires, survey instruments, proposed group educational sessions, educational curricula and like materials must be reviewed and approved by ADHS prior to being put into use. ADHS has established principles on content for HIV/AIDS materials (see below), and requires approval of all applicable materials prior to their distribution and use in any activities funded in any part with Ryan White funds.

Guidelines for Content:

1. Written materials (e.g., pamphlets, brochures, fliers), audiovisual materials (e.g., motion pictures and video tapes), and pictorials (e.g., posters and similar educational materials using photographs, or paintings) should use terms, descriptors, or displays appropriate for the intended audience to understand.

2. None of the funds appropriated to carry out this title may be used to provide education or information designed to promote sexual activity or intravenous substance abuse.

3. Section Two (2) may not be construed to restrict the ability of an education program that includes the information required to provide accurate information about various means to reduce an individual's risk of exposure to, or the transmission of HIV, provided that any informational materials used are not obscene.

4. Educational sessions should not include activities in which attendees participate in sexually suggestive physical contact or actual sexual practices.

ADHS Guidelines for Content:

1. All current materials which have been produced/approved at the federal level (i.e. CDC, HRSA, DHHS) do not need to be submitted for prior approval by ADHS.

2. What is defined as obscene shall be determined by ADHS on a case by case basis.

3. All materials must either directly contain a health promotion message, an HIV prevention message, or inform about functions or events that ultimately promote the same. For example, a poster advertising a workshop does not need to have a health promotion message as long as the workshop does.

4. Information must be accurate, current, and culturally appropriate.

Contract Number	INTERGOVERNMENTAL AGREEMENT MATERIALS REVIEW ACCEPTANCE ATTACHMENT A
ADHS13-040496	

Materials Review Acceptance

All materials (such as forms, documents, publications, etc.) developed or utilized by the Contractor shall be approved by the ADHS, Office of Disease Integration and Services, HIV Care and Services (Ryan White Part B) Program prior to any use by the Contractor. Ryan White funds cannot be used to support materials designed to promote or directly encourage intravenous drug use of any sexual activity.

As the responsible Party for the service described in this Proposal, I understand it is a contractual requirement to ensure that all materials are submitted and approved prior to use. I also understand that failure to do so may jeopardize funding.

Agency: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Security and Confidentiality Standards

Purpose and Scope

The purpose of these standards is to provide guidelines for policies and practices related to data and web-based reporting. Additional rules of behavior may be appended if required by State or local law or are otherwise necessary.

Rules of Behavior

Providers and their staff will fully comply with applicable federal, state and local laws regulating protection of health data, including HIPAA.

You are responsible for the confidentiality of client data, whether on paper, in CAREWare, any other data system, or on any recordable media. Your program should have a documented policy regarding confidentiality. This policy should cover both legal and ethical requirements for confidentiality of client data and information. At all times, protect client data of any sort (paper or electronic). When working off site keep all data in your personal possession. Do not allow others (such as family or friends) to transport data for you, or allow them to have access to paper forms or other media. Paper forms (and other media) should be kept under lock and key at a location in your agency designated by your supervisor.

Your supervisor, agency staff, Arizona Department of Health Services staff will look at the data you enter for program evaluation, monitoring, and other purposes. Always enter true, accurate, current, and complete information into data systems used for these purposes.

Do not share your password or user account with anyone. If someone else from your agency needs access and does not have a username and password, you should work with those responsible for your IT security to provide them with their own access rights.

You are responsible for maintaining the confidentiality of your accounts and passwords. If you think someone has obtained your username or password, change your password immediately and notify your supervisor. You agree to immediately notify the Arizona Department of Health Services of any breach of security regarding Ryan White service data. You also agree log off, or lock your workstation when you are not using it.

Your security policy should require you to make regular periodic changes to your password.

You should not use your browser's ability to save passwords to websites and never let a browser or any other software save your user name or password.

Your system should be protected by a firewall that restricts outside access, and should also have virus and malware protection.

You will be responsible for all activity occurring under your accounts and will comply with all applicable local, state, and foreign laws, treaties and regulations including without limitation, laws and regulations governing data privacy, international communications and transmission of technical or personal data.

Without limiting the foregoing, you agree that you will not use any computer provided by ADHS, or any computer used in the course of performing Ryan White Part B services to take any of the following actions:

- ☐ Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
- ☐ Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, misleading, infringing, obscene, indecent, or unlawful content;

- ☐ Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, ADHS websites, any software or hardware, or telecommunications equipment;
- ☐ Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, chain letters or other unsolicited messages;
- ☐ Download any file that you know or reasonably should know cannot be legally obtained in such manner;
- ☐ Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
- ☐ Interfere with or disrupt any websites, servers, or networks;
- ☐ Probe, scan or test the vulnerability of the Site or circumvent any security mechanism used by the Site;
- ☐ Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- ☐ Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through your computer;
- ☐ Mount any denial of service attacks on any website or server using your computer; or
- ☐ Engage in any illegal activities.

Statement of System Policy

Each user is responsible for helping to prevent unauthorized use of, and access to, data regarding clients enrolled in any Ryan White Part B program. This duty includes complying with all stated policy requirements, taking due care and reasonable precautions when handling system data (whether paper forms or electronic data entry) or using system resources, and in the management and protection of system authentication controls (passwords, etc.). Additional policies from your agency, the Arizona Department of Health Services, as well as local, state, and federal laws may apply. This statement is only a summary of these rules. Penalties may apply if you do not comply with these rules. If you have questions about how information should be protected, ask your agency director or Arizona Department of Health Services representative.

I have read and agree to comply with the terms and conditions governing the appropriate and allowed use of ADHS provided computer equipment, and computer equipment used in the course of providing Ryan White Part B services set forth in this summary. Sign the form below.

Agency: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET ATTACHMENT C
ADHS13-040496	

Gila County
Effective April 1, 2013

Cost Reimbursement Line Items	Annual Amount
Core Medical Personnel & ERE	$95,967.00
Core Medical Services Delivered	$51,900.00
Support Services Personnel & ERE	$46,867.00
Support Services Delivered	$55,030.00
Administration Personnel & ERE	$6,650.00
Administration Services Delivered	$20,211.00
Total not to exceed:	**$276,625.00**

Contract Number	INTERGOVERNMENTAL AGREEMENT BUDGET ATTACHMENT D
ADHS13-040496	

Ryan White Part B Line Item Budget Preperation

Amount Reqeusted: 276,625

Line Item	Full Salary	FTE % for Program	Core Medical FTE	Core Medical	Support Services FTE	Suport Services	QM FTE	QM*	Admin FTE	*Admin	Total
A. Personnel & ERE											
Core Medical Categories:											
Early Intervention Services		-									
EIS(EPS)	33,717	1.00	0.00	33,717		-		-		-	33,717
		0.00	0.00	-		-		-		-	-
		0.00	0.00	-		-		-		-	-
ERE %:				13,150		-		-		-	13,150
EIS sub total:		1.00	0.00	46,867	0.00	-	0.00	-	0.00	-	46,867
Medical CM (Treatment Adherence)											
Malinda Benedetto	37,183	0.95	0.00	35,324		-		-		-	35,324
		0.00	0.00	-		-		-		-	-
ERE%:				13,776		-		-		-	13,776
MCM subtotal:		0.95	0.00	49,100	0.00	-	0.00	-	0.00	-	49,100
Support Services Categories:											
Case Management (Non-medical)											
New Hire	33,717	0.00	0.00	-	1.00	33,717		-		-	33,717

Contract Number	INTERGOVERNMENTAL AGREEMENT BUDGET ATTACHMENT D
ADHS13-040496	

ERE%:				-		13,150		-		-	13,150
NMCM subtotal:		0.00	0.00	-	1.00	46,867	0.00	-	0.00	-	46,867
Administration											
Admin:											
Accounting Clerk	33,250	0.00	0.00	-		-		-	0.20	6,650	6,650
		0.00	0.00	-		-		-		-	-
		0.00	0.00	-		-		-		-	-
ERE %:				-		-		-		-	-
Admin Subtotal:		0.00	0.00	-	0.00	-	0.00	-	0.20	6,650	6,650
Subtotal Personnel & ERE:		**1.95**		**95,967**		**46,867**		**-**		**6,650**	**149,484**
B. Professional & Outside Services (Direct Service Costs):											
Core Services:											
Outpatient/Ambulatory - invoices				15,000							15,000
Oral Health Care - invoices				3,000							3,000
EARLY INTERVENTION SERVICE EIS				3,500							3,500
Health Insurance Premium & Cost Sharing Assistance				5,000							5,000
Mental Health Services - Supplies				15,000							15,000
Medical CM (Including Treatment Adherence) - Supplies				200							200

MED. CASE MANAG.

Contract Number	INTERGOVERNMENTAL AGREEMENT BUDGET ATTACHMENT D
ADHS13-040496	

MCM (direct client services)-Supplies				200						200
MCM - Travel				10,000						10,000
subtotal core services				**51,900**						**51,900**
Support Services										
Non MCM - Travel						10,000				10,000
EFA: Rural Housing						3,000				3,000
EFA: Utilities						5,000				5,000
EFA: Pharmaceuticals						100				100
Food Bank/Nutritional Counseling						21,930				21,930
Medical Transportation:						15,000				15,000
Sub total P&O						**55,030**				**55,030**
E. Other Operating (Admin Costs)										
Office Supplies									600	600
Telephones									3,600	3,600
Indirect costs									16,011	16,011
Sub-total Supplies								-	20,211	20,211
Total Direct Costs				147,867		101,897			26,861	276,625
F. Other Indirect Costs if applicable									—	

Contract Number
ADHS13-040496

INTERGOVERNMENTAL AGREEMENT
BUDGET
ATTACHMENT D

up to 10 % of requested award amount											
subtotal indirect											-
		FTE		Core Svcs		Support SVCS		QM		Admin	
Grand Total		1.95		147,867		101,897		-		26,861	276,625
Percentage				53.45%		36.84%				9.71%	

*QM is considered to be an admin cost. Awardees may not use more than 10% for administrain. If charging Indirect, there may not be an other operating category. Entities requesting to use Indirect must at the time of the award have a current indirect cost rate letter approved by HRSA. See the budget instructions for more information on Indirect

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

ARF-3472 **Consent Agenda Item 4. D.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted For:	Jeff Hessenius, Finance Director		
Submitted By:	Jeannie Sgroi, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2015-2016	Budgeted?:	No
Contract Dates Begin & End:	04-05-16 to 06-30-16	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Grant Award Contract CNA16-208 from the State of Arizona Constable Ethics, Standards & Training Board Equipment Grant Program for Portable Radios.

Background Information

On September 01, 2015, Payson Regional Constable, Colt White, learned of a grant opportunity offered by the State of Arizona Constable Ethics, Standards & Training Board Equipment Grant Program. The Constable Ethics, Standards & Training Board (CESTB) was accepting grant applications through noon on Friday, September 4, 2015, to provide funding for equipment and training.

Once Constable White became aware of the grant funding opportunity, there was not enough time to get the application on the Board of Supervisors' meeting agenda and be able to meet the application deadline. On September 3, 2015, Constable White hand-delivered a grant application in the amount of $2,975.64 to the CESTB for the purchase of four portable radios with batteries, antennae, desktop rapid chargers, and belt clips; four speaker microphones; four extra batteries; and four ear hangers.

Evaluation

The objective of the grant application is to receive funding to purchase four portable radios with batteries, antennae, desktop rapid chargers, and belt clips; four speaker microphones; four extra batteries; and four ear hangers for the safety and security of the Constables in Gila County. The purchase of these items will improve the safety and security of the Constables by providing portable radios, which provides protection by allowing communication with the dispatch center while working in hazardous duty situations.

On October 23, 2015, Gila County was notified by letter that the grant application had been awarded in the amount requested, $2,975.64. Along with the notification letter, Grant Award Contract No. CNA16-208 was sent to Gila County for execution. Per the provisions of the grant award contract, Gila County agrees to retain, and require each subcontractor to retain all records relating to this contract for a period of five years;

and include with each reimbursement request a budget report and a brief narrative report. On a quarterly basis, until the project is completed and the contract is terminated, Gila County is required to submit to CESTB a budget report and a narrative report, which shall include budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the grantee in the grant application. This grant does not require in-kind expenditures. The grant award will be disbursed as reimbursement for actual expenses incurred in the completion of the project.

Conclusion

The Gila County Constable's Office has been awarded a grant from the State of Arizona Constable Ethics, Standards & Training Board in the amount of $2,975.64 to purchase four portable radios with batteries, antennae, desktop rapid chargers, and belt clips; four speaker microphones; four extra batteries; and four ear hangers for the safety and security of the Constables in Gila County. The purchase of these items will improve the safety and security of the Constables by providing portable radios, which provides protection by allowing communication with the dispatch center while working in hazardous duty situations.

Recommendation

It is the recommendation of the Gila County Constable's Office that the Board of Supervisors approve and accept Grant Award Contract CNA16-208, from the State of Arizona Constable Ethics, Standards & Training Board in the amount of $2,975.64 for the purchase of four portable radios with batteries, antennae, desktop rapid chargers, and belt clips; four speaker microphones; four extra batteries; and four ear hangers, for the period of April 05, 2016, through June 30, 2016.

Suggested Motion

Approval of the Payson Regional Constable's submission of a grant application to the State of Arizona Constable Ethics, Standards & Training Board in the amount of $2,975.64 to purchase four portable radios with batteries, antennae, desktop rapid chargers, and belt clips; four speaker microphones; four extra batteries; and four ear hangers; accept the grant award in the amount of $2,975.64; and, authorize the Chairman's signature on Grant Award Contract No. CNA16-208.

Attachments

Grant Award Contract No. CNA16-208-Portable Radios

Grant Application for Portable Radios

Approval as to Form

CONSTABLE ETHICS, STANDARDS & TRAINING BOARD

GRANT AWARD CONTRACT

GRANT NO. CNA16-208

Project Title: Equipment Grant FY16 Cycle I

Grant Award Amount: $ 2,975.64 for the purchase of Portable Radios

This Agreement Shall Become Effective: Upon the date a fully-executed original is received by the Constable Ethics, Standards and Training Board ("Board").

Termination Date: June 30, 2016. This agreement expires on this date unless prior written approval for an extension has been obtained from the Board. The Board in its sole discretion may approve an extension to further the goals and objectives of this Grant Award Contract, and to determine the length of any extension..

TERMS OF AGREEMENT

This Grant Award Contract is entered into by Gila County (**GRANTEE**), and the **BOARD**, through its Chairman pursuant to authority granted to the Board by A.R.S. § 22-137 and A.R.S. § 22-138 and in accordance with A.R.S. § 41-2701 *et seq*. The parties agree to fulfill the terms and conditions of this Grant Award Contract and to abide by all contractual terms, statutes and regulations governing the expenditure of Board funds.

This Grant Award Contract shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings.

The parties hereto agree to carry out the Provisions of this Grant Award Contract.

GRANTEE	BOARD
Signature of Authorized Individual **Date**	**Signature of Authorized Individual** **Date**
	3/9/2016
Typed Name & Title (BELOW):	**Typed Name & Title (BELOW):**
Michael A. Pastor Chairman of the Board of Supervisors	**Ken Sumner** **Chairman**

Definitions

As used throughout this Grant Award Contract, including the General Provisions and the Scope of Work, the following terms shall have the meaning set forth below:

1. "Board" means the State of Arizona Constable Ethics, Standards & Training Board.
2. "Chairman" means the agency head of the Board or a person duly authorized by the Chairman to act on the Chairman's behalf.
3. "Deliverables" means the reports, documentation, and other materials developed for submission to the Board by the Grantee in the course of the Grantee's performance under this Grant Award Contract.
4. "Grant Application" means the application filed by the Grantee upon which this Grant Award Contract was awarded.
5. "Grant Award Contract" means this Grant Award Contract between the Board and Grantee.
6. "Grant Award Contract Amendment" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
7. "Grantee" means the county, person, firms, or organization performing the work or delivering the items described in this Grant Award Contract.
8. "Records" means all books, accounts, reports, receipts, files and other records relating to this Grant Award Contract.
9. "Scope of Work" means that part of this Grant Award Contract that describes the work to be performed by the Grantee to accomplish the Project purpose under this Grant Award Contract. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.
10. The use of the word "shall" means the action described is mandatory under this Grant Award Contract and/or applicable law.
11. "State" means the State of Arizona, including the Board.

General Requirements

1. Governing Law and Dispute Resolution This Grant Award Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. Disputes arising during the performance of this Grant Award Contract will be resolved to the maximum extent possible through cooperation and coordination of the Grantee and the Board. If the parties are unable to resolve their differences by agreement, the parties agree to resolve all disputes arising out of or relating to this Grant Award Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes. Any litigation regarding this Grant Award Contract must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

2. Terms of this Grant Award Contract The terms of the Request for Grant Applications that led to the grant award incorporated in this Grant Award Contract are hereby incorporated into this Grant Award Contract by this reference, except that to the extent there is any conflict between the terms of the Request for Grant Applications and this Grant Award Contract, the terms of this Grant Award Contract shall prevail and shall govern the terms of the parties' obligations to each other.

3. Licenses, Permits and Authorizations Grantee shall obtain and maintain all licenses, permits and authorizations necessary to perform its obligations under this Grant Award Contract; and is responsible for compliance with all applicable local, state, and federal laws.

4. Modification and Amendment This Grant Award Contract may be modified only by a written Grant Award Amendment signed by Chairman of the Board or by another person authorized in writing by the Board to act on behalf of the Board.

5. Antitrust Claims Grantee assigns to the Board any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Grantee in exchange for grant funds provided under this Grant Awards Contract.

6. No Assignment No rights or interest in this Grant Award Contract shall be assigned by Grantee without prior written approval of the Board.

7. No Political Activities Grantee agrees that no funds provided or personnel employed under this Grant Award Contract shall be in any way engaged in conduct of political activities in violation of 5 U.S.C. § 1502.

8. Conflict of Interest Grantee certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner with the performance of services required under this Grant Award Contract.

9. Assessments, Evaluations and Information or Data Collection Grantee agrees to cooperate and participate with any and all assessments, evaluations or information or data collection requests.

10. Privacy Laws Grantee assures that it will comply with all state and federal laws regarding privacy during the course of this award.

11. Immigration Laws As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Grant Award Contract subject to penalties up to and including termination of this Grant Award Contract. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If State law is amended, the parties may modify this paragraph consistent with State law.

12. Severability If any provision of the Grant Award Contract is held invalid, the remainder of this Grant Award Contract shall not be affected thereby and all other parts of this Grant Award Contract shall be in full force and effect.

13. Relationship of Parties The parties agree that the Grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of the Board or the State as a result of this Grant Award Contract. The Grantee is solely responsible for the planning, design, scope, and implementation of the Scope of Work funded through this Grant Award Contract. Neither the Board nor the State is responsible for any liabilities resulting from the Grantee's planning, design, Scope of Work, implementation or performance of the Scope of Work funded through this Grant Award Contract.

14. No Waiver Either party's failure to insist on strict performance of any term or condition of this Grant Award 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.

15. Records Retention Pursuant to A.R.S. §§ 35-214 and 35-215, Grantee shall retain and shall contractually require each contractor and subcontractor to retain all records relating to this Grant Award Contract for a period of five years after completion of the Grant Award Contract and until any litigation, claim, negotiation, audit, cost

recovery, or action involving the records has been completed. All records shall be subject to inspection and audit by the Board at reasonable times. Upon request, the Grantee shall produce the original of any or all such records at the offices of the Board.

16. Stop Work Notice In the event of unapproved changes in the Scope of Work, performance or changes outside the scope of the Grant Award Contract, illegal or unpermitted activities, or other material discrepancies between the Grant Award Contract and the Grantee's activities, the Board reserves the right to issue notice to the Grantee to stop work. The notice will further specify that the Board will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the Board.

17. Period The Board agrees to reimburse Grantee for work activities performed during the time this Grant Award Contract is in effect. The Board is not required to reimburse Grantee for any work activities initiated prior to execution of this Grant Award Contract or after this Grant Award Contract is no longer in effect. The Board may extend the time this Grant Award Contract is in effect, if requested by the Grantee by executing a Grant Award Contract Amendment.

18. Contractors, Subcontractors and Consultants Contractors, subcontractors or consultants may be used in the performance of tasks described in the Scope of Work of this Grant Award Contract. The Grantee shall not enter into any contract or subcontract under this Grant Award Contract without consideration for impact on the project. The Grantee shall report any contract or subcontract awards or changes as part of that calendar year's narrative report. Any contractor, subcontractor or consultant participating in this Grant Award Contract shall comply with the terms and conditions of this Grant Award Contract, as set forth in the general provisions and Scope of Work. Should the Grantee utilize any contractors, subcontractors or consultants, Grantee agrees to supply all such contractors and subcontractors with copies of this Grant Award Contract and the Request for Grant Application that led to this Grant Award Contract, and to obtain the written agreement of each such contractor or subcontractor to follow and be bound by all terms of this Grant Award Contract.

Indemnification

1. Notwithstanding any provision of this Grant Award Contract to the contrary, the Board is not authorized to indemnify Grantee or its contractors and/or subcontractors.

2. Each party (as "Indemnitor") agrees to defend, indemnify, 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 referred to as "Claims") arising out of the 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. The Grantee shall indemnify and hold harmless the Board and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Award Contract performance or use by the Board of materials furnished or work performed under this Grant Award Contract. In consideration of the award of this Grant Award Contract, the Grantee agrees to waive all rights of subrogation against the Board and the State, their officers, officials, agents, and employees for losses arising from the work performed by the Grantee and the Board. However, if the Grantee is a State agency, board, commission, political subdivision of the State, or a university of the State, this paragraph shall not apply.

3. Should the Grantee utilize contractor(s) and/or subcontractor(s), the indemnification clause between Grantee and its contractor(s) and subcontractor(s) shall include the following:

> Contractor shall indemnify, defend, save, and hold harmless Grantee, the Arizona Constable Ethics, Standards and Training Board, and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to together as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court

costs, attorneys' fees, and cost 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 such contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered und the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona and the Arizona Constable Ethics, Standards and Training Board, and their departments, agencies, boards, commissions, universities, political subdivisions, officers, officials, agents and employees as additional insureds, and also include a waiver of subrogation in favor of the State, the Arizona Constable Ethics, Standards and Training Board, and the other foregoing State entities and persons. Insurance requirements for any contractor or subcontractor used by Grantee are incorporated herein by this reference and attached to this Grant Award Contract as Exhibit "A".

Termination of Grant Award Contract

1. Suspension or Debarment The Board may, by written notice to the Grantee, immediately terminate this Grant Award Contract if the Board determines that the Grantee 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. Execution of this Grant Award Contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Board.

2. Termination for Convenience The Board reserves the right to terminate this Grant Award Contract in whole or in part at any time, when in the best interests of the Board, without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Board. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under this Grant Award Contract shall become the property of and be delivered to the Board. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Board is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.

3. Termination for Default The Board reserves the right to terminate this Grant Award Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of this Grant Award Contract or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Board shall provide written notice of the termination and the reasons for it to the Grantee.

4. Non-Availability of Funds Every payment obligation of the Board under this Grant Award 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 this Grant Award Contract, this Grant Award Contract may be terminated by the Board at the end of the period for which funds are available. No liability shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5. Continuation of Work Activities After Termination Termination of this Grant Award Contract does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.

6. Cancellation for Conflict of Interest Pursuant to A.R.S. § 38-511, the Board may cancel this Grant Award Contract within 3 years after Grant Award Contract execution without penalty or further obligation if any person

significantly involved in initiating, negotiating, securing, drafting or creating the Grant Award Contract on behalf of the Board is or becomes at any time while the Grant Award Contract or an extension of the Grant Award Contract is in effect an employee of or a consultant to any other party to this Grant Award Contract with respect to the subject matter of the Grant Award Contract. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant Award Contract as provided in A.R.S. § 38-511.

Non-Discrimination

The Grantee shall comply with Executive Order 2009-09, which mandates that during the performance of this Grant Award Contract, the Grantee and its contractors and subcontractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee and its contractors and subcontractors will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Grantee and its contractors and subcontractors shall post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Grantee agrees to ensure that the provisions of this paragraph are included in all of its contracts with contractors and subcontractors relating to this Grant Award Contract.

Payments

1. Use of Grant Funds Grantee agrees that grant funds will be used in accordance with the terms of this Grant Award Contract. Awarded grant funds shall be used solely for eligible purposes as approved by the Board. Line item funding is considered estimates of costs; however, the total project costs are considered exact and shall not be exceeded by the Grantee unless this Grant Award Contract is amended in a Grant Award Contract Amendment. Substandard performance by Grantee of its obligations under this Grant Award Contract as determined by the Board will constitute noncompliance with this Grant Award Contract. Any deviation or failure to comply with the purpose and/or conditions of this Grant Award Contract by Grantee without prior written approval of the Board may constitute sufficient reason for the Board to terminate this Grant Award Contract, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds that are determined by the Board to have been spent in violation of the purpose or conditions of this Grant Award Contract.

2. Actual Cost, Reimbursement and Advance All payments made under this Grant Award Contract shall be by actual cost.

    a. Payments under the Grant Award Contract shall be by actual cost and reimbursement. The Grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete tasks as specified in the Scope of Work.

    b. The Grantee may request advance payment of partial grant funds. The Grantee shall submit written justification to the Board explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to Board approval. If advance payment is made, the Grantee shall demonstrate that all advanced monies have been expended prior to requesting reimbursement for other allowable expenses. Additionally, Grantee must reimburse the Board any advances paid that were in excess of actual costs of implementing the grant project.

3. Conditions of Payment Each payment is conditioned upon receipt and approval by the Board of the deliverable(s) specified in the Scope of Work and shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Board has the right to disallow contributions determined inappropriate or unreasonable. The Board shall have a minimum of thirty (30) working days to approve the deliverable(s) and payment request forms.

4. Default If the Board determines that the Grantee is in default in the performance of any obligation under this Grant Award Contract, the Board may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.

5. IRS W-9 If Grantee is not a political subdivision of the State, in order to receive payment under any resulting Grant Award Contract, the Grantee shall have a current IRS-W9 Form on file with the Board.

6. Recoupment of Payments The Grantee shall reimburse the Board for all grant funds determined by the Board not to have been spent in accordance with the terms of this Grant Award Contract.

Ownership of Information

Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Award Contract shall rest in the Board, except for copyrighted material prepared in advance of this Grant Award Contract by the Grantee at the expense of the Grantee. The Board shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract, except for copyrighted material. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract.

Notices

Whenever notice is required pursuant to this Grant Award Contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the Scope of Work, or to such other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this Grant Award Contract, notice shall be delivered in person or by certified mail, return receipt requested. Notices, correspondences and payments on behalf of the Board to the Grantee shall be sent to:

- Grantee Name: GILA COUNTY
- Grantee Mailing Address: 1400 E. ASH STREET
- Grantee City: GLOBE
- Grantee Zip Code: 85501
- Grantee Telephone Number: 928-425-3231
- Grantee Fax Number: 928-402-4386
- Grantee E-Mail Address: JHESSENIUS@GILACOUNTYAZ.GOV

Notices, correspondence, data, analyses, inquires, invoices, technical reports and other information, including all Deliverables from the Grantee to the Board shall be sent to:

- Constable Ethics Standards & Training Board
  PO Box 13116
  Phoenix, Arizona 85002
  Telephone: 602-343-6280
  Facsimile: 602-712-1252
  E-mail: cestb@azcapitolconsulting.com

Deliverables

1. Included with every reimbursement or payment request, the Grantee shall submit to the Board a budget report and a brief narrative report. A paper copy of the budget and narrative reports shall be mailed to the Board. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project's progress, as applicable. Grantee must obtain Board pre-approval before any funds are relocated within

the original/approved budget in the grant application. The Grantee is responsible for responding to any inquiries from the Board.

2. The Grantee shall identify the grant contract number in all reports submitted to the Board.

3. On a quarterly basis, until the project is completed and the Grant Award Contract is terminated, the Grantee shall submit to the Board a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the Grantee in the grant application. Reports must be sent to the Board by the last day of each quarter following the execution of the Grant Award Contract.

4. At the end of the project, a final budget and final narrative report must be submitted and approved by the Board. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has advanced the program goals, and how the project has benefited the State. The Board will not disburse final payment until the final report and all requirements of the Grant Award Contract have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.

5. The Grantee shall include the following language in all reports prepared for this Grant Award Contract and in any publication of reports or results generated with the financial support of the Board:

    a. "The Constable Ethics Standards & Training Board has funded all or a portion of this Project."
    b. "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constable Ethics Standards & Training Board."

SCOPE OF WORK
ADDENDUM A

The Scope of Work for this project is bound to the provisions of the approved grant application which is incorporated into this agreement as Addendum A. All project tasks and costs must coincide with the approved grant application.

IV. Grant Application Package Materials

This section reflects the Grant Application itself. Please respond to each of the requests below in the required fields. **TIPS:** Be thorough. The Board seeks assurance of fiscal and performance responsibility from grant applicants in the form of a well-prepared, thorough request for funding.

A. Statement of Applicant Eligibility

Instructions: Please describe the nature of your organization and explain how it is eligible to apply for the Constable Ethics, Standards & Training Board Equipment Grant Program. Please limit your response to no more than 1,000 words and attach evidence of your eligibility as documented exhibits.

The Gila County Constables Offices are responsible for the service of civil and criminal court documents arising out of the Gila County Consolidated Justice Courts and other courts of competent authority. The Gila County Board of Supervisors has established a writ fee in accordance with A.R.S. 22-138 (RESOLUTION NO 08-08-01) a copy of which is attached for review. This fee was established in July 2008 and remains in effect therefore the Gila County Constables Offices are eligible to receive equipment grant funding in this cycle.

B. Project Proposal Form

Instructions: Please describe completely the project you propose to complete if awarded the Constable Ethics, Standards and Training Board Equipment Grant. Be complete in your description of the project. **At a minimum** your response to this form must contain:

- A detailed description of the proposed project.
  - **The Gila County Constables Offices would like to purchase four (4) ICOM F3161S-56 VHF portable radios with battery, antenna, desktop rapid charger and belt clip along with ICOM HM-159SCLG speaker microphones, BP 232H Extra Batteries, and Pryme EH-1289SC Earhangers.**

- An explanation of needs for equipment purchases.
  - **The Purchase of these items improves the safety and security of the Constable by providing portable radios, which provides protection by allowing communication with the dispatch center while working in hazardous duty situations.**

- An explanation of outcomes to be expected from the funding proposal.
  - **The purchase of the requested items allows the Constables to work in a hazardous duty situation with a degree of confidence regarding their protection. This in turn allows them to execute their duties and responsibilities in the service of court related documents in a timely, safe, and secure manner.**

- An explanation of how grant funds will be used (this is not a substitute for the Project Budget required in Section IV C.)
  - **The Objectives of grant funding is to provide four (4) ICOM F3161S-56 VHF portable radios with battery, antenna, desktop rapid charger and belt clip along with ICOM HM-159SCLG speaker microphones, BP232H Extra Batteries, and Pryme EH-1289SC Earhangers for the Constables in Gila County. It is anticipated the projected date for completing this grant is within 60 days of the grant award.**

C. Project Budget

Enter the FY15 Equipment Grant Objectives that relate to this project and funding. Please identify a projected date for accomplishing each task associated with expending the funding.

The Objectives of grant funding is to provide four (4) ICOM F3161S-56 VHF portable radios with battery, antenna, desktop rapid charger and belt clip along with ICOM HM-159SCLG speaker microphones, BP232H Extra Batteries, and Pryme EH-1289SC Earhangers for the Constables in Gila County. It is anticipated the projected date for completing this grant is within 60 days of the grant award.

Enter a description and outline of equipment to be purchased if granted funding.

- **ICOM F3161S-56 VHF portable radio with battery, antenna, desktop rapid charger and belt clip**
- **ICOM HM-159SCLG Speaker Microphone**
- **BP232H Extra Battery**
- **Pryme EH-1289SC earhanger**

Projected Number of Constables to Benefit from Equipment Purchases:

Four (4), - two (2) Constables and two (2) Deputy Constables.

Please enter all estimated expenditures (including tax) from three (3) different vendors. (Please attach all supporting bid documentation.)

****NOTES****

THE GILA COUNTY CONSTABLES OFFICES ARE UNABLE TO PROVIDE THREE SEPARATE QUOTES FOR THE PURCHASE OF THE ITEMS. THE ATTACHED QUOTE IS FROM C & M COMMUNICATIONS LLC WHICH IS THE APPROVED VENDOR FOR GILA COUNTY FOR COMMUNICATIONS EQUIPTMENT.

- **ICOM F3161S-56 VHF PORTABLE RADIO WITH BATTERY, ANTENNA, DESKTOP RAPID CHARGER AND BELT CLIP – 4 @ $498.00/each**
  TOTAL $1,992.00
- **ICOM HM-159SCLG SPEAKER MICROPHONE – 4 @ $92.00/each**
  TOTAL $368.00
- **BP232H EXTRA BATTERY – 4 @ $72.00/each**
  TOTAL $288.00
- **PRYME EH-1289SC EARHANGER – 4 @ $23.00/each**
  TOTAL $92.00

TAX $235.64

GRAND TOTAL $2,975.64

Please enter all funding sources and amounts that will be utilized to complete this project by the projected completion date.

Funding for this application is primarily grant funding. In the event pricing or shipping costs are higher than projected the Gila County Constables Offices will offset any additional funding necessary for the purchase of this equipment.

D. Project Performance Measures

Instructions: Please identify performance measurements that you will use to illustrate the outcomes of your proposal, if selected for funding. The following performance measures must be included at a minimum for consideration. The performance measurements you identify in this section, as approved by the Constable Ethics, Standards & Training Board, will become provisions of your grant contract if the Applicant is selected as a CNA EG Program Grantee.
The performance measurements must demonstrate how the proposed project will meet the program goals described in this Grant Manual. **Minimum performance measurements for each project shall include:**

1. The total number of Constables & Deputy Constables that will benefit from the equipment funding.
   - **Four (4), - two (2) Constables and two (2) Deputy Constables**
2. Please explain the estimated savings of your local government entity by award of CNA EG.
   - **Gila County will save approximately $2,975.64**
3. Please identify the improved safety of Constables & Deputy Constables in their required duties.
   - **The purchase of these items improves the safety and security of the Constable by providing portable radios, which provides protection by allowing communication with the dispatch center while working in hazardous duty situations.**
4. Please explain the improved execution of Constable duties and responsibilities by purchase of equipment being requested.
   - **The purchase of the requested items allows the Constables to work in a hazardous duty situation with a degree of confidence regarding their protection. This in turn allows them to execute their duties and responsibilities in the service of court related documents in a timely, safe, and secure manner.**

E. Request for Advance Payment & Justification

Instructions: As described in the Grant Manual, grant awards are disbursed as reimbursements for expenses incurred in the completion of projects. However, the Constable Ethics, Standards & Training Board may consider requests for Advance Payment of funding pursuant to the provisions of the Grant Manual. If you require Advance Payment, please identify what portion of the project budget is being requested in advance and clearly explain in great detail the reason(s) why advancement is required for the completion of the project. **NOTE:** If your request for advance payment is approved, you will be subject to the terms outlined in Section III, Subsection B, paragraph 2.

The Gila County Constable's offices are not requesting advance payment.

230

White, Colt
Payson Regional Constable
Gila County, Arizona

FY16 CNA-EG
Application Checklist

Be sure to include **ALL** of the following information in order for your application to be considered for funding.

- A signed copy of this checklist
- One (1) Original completed grant application marked "ORIGINAL" submitted in a sealed envelope or box addressed to the Board as provided in this Manual.
- One (1) electronic copy of the completed grant application on CD or flash drive marked "COPY"
  submitted in the same sealed envelope or box addressed to the board as provided in this Manual
- Ensure your application addresses all questions and submits all requested justification materials in this application
- Two (2) completed proposed grant award contracts must be submitted with your application (required signatures will be obtained later if grant application is approved)

Signed: [signature] 200

WHITE, COL TWO CONSTABLE PRCO

Name and Title of Signatory

08-27-15

Date Signed

When recorded,
return to:
Marian Sheppard, BOS
(8/4/08 #9I)

RESOLUTION NO. 08-08-01

AMENDING RESOLUTION NO. 06-10-01 - A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE GILA COUNTY SHERIFF AND CONSTABLES TO CHARGE IN CIVIL CASES A ~~$2.00~~ $5.00 FEE FOR EVERY WRIT SERVED ON BEHALF OF THE JUSTICE OF THE PEACE TO BE DEPOSITED INTO THE CONSTABLE ETHICS COMMITTEE FUND.

WHEREAS, the State of Arizona has established the Constable Ethics Committee Fund pursuant to A.R.S. § 22-136; and

WHEREAS, A.R.S. § 11-445(A)(17) requires the Board of Supervisors in civil cases to establish a fee not to exceed $5.00 for every writ served on behalf of a Justice of the Peace to be deposited in the Constable Ethics Committee Fund established pursuant to A.R.S. § 22-136.

NOW, THEREFORE, BE IT RESOLVED THAT by this Resolution of the Gila County Board of Supervisors it is ordered and declared establishing in civil cases a ~~$2.00~~ $5.00 fee for every writ served on behalf of a justice of the peace to be deposited in the Constable Ethics Fund established pursuant to A.R.S. § 22-136.

PASSED AND ADOPTED this 1st day of July 2008.

Attest:

Steven L. Besich, Clerk

GILA COUNTY BOARD OF SUPERVISORS

Jose M. Sanchez, Chairman

Approved as form:

Bryan Chambers, Chief Deputy County Attorney

C&M COMMUNICATIONS LLC
P. O. BOX 1130
PAYSON, AZ 85547
(928) 472-9777

Gila County Constables Office
ATTN: Michelle Keegan

August 17, 2015

RE: Radio Quote;

Per our conversation please consider this our quote for requested equipment, including all programming per your supplied written frequency, tone, and alpha tag lists.

Quantity (4) ICOM F3161S-56 VHF portable radio with battery, antenna, desktop rapid charger and belt clip; $498.00 each $1992.00 total.

Quantity (4) ICOM HM-159SCLG speaker microphone; $92.00 each $368.00 total.

Quantity (4) BP232H extra battery; $72.00 each $288.00 total.

Quantity (4) Pryme EH-1289SC earhanger; $23.00 each $92.00 total.

Total equipment cost, taxes included $2975.64

All of the above equipment will be ordered through our Payson office and can be available to you approximately within a week of order placement. Normal billing terms apply. Payment can be made via a credit card or billed with issuance of a purchase order.

If you have any questions, please contact Chris at the above number.

This quote is valid for 60 days from above date.

To place an order, please sign and return this quote via fax to: 928 472-7003 along with a copy of your purchase order if required.

Thank You;

Quote prepared by: CFS
Customer acceptance of above terms and conditions
Signature
Title
Date_____

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

ARF-3625 **Consent Agenda Item 4. E.**

Regular BOS Meeting

Meeting Date: 04/05/2016

Submitted For: Malissa Buzan, Director

Submitted By: Patricia Campos, Section 8 Housing Program Administrator

Department: Community Services Division: Comm. Action Program/Housing Servs.

Information

Request/Subject

Authorization for the Chairman of the Board of Supervisors to sign the Civil Rights Certification document related to the Gila County Public Housing Authority (PHA) Annual Plan (Fiscal Year 2016).

Background Information

Each year the Gila County PHA, which is administered by the Gila County Community Services Division, is required to submit an update of its Annual Plan for the upcoming fiscal year to the U.S. Department of Housing and Urban Development (HUD).

Evaluation

The Housing and Economic Recovery Act (HERA), Title VII, Small Public Housing Authorities Paperwork Reduction Act exempted qualified PHAs from the annual plan requirement.

A qualified PHA is a PHA that:
1. has a combined unit total of 550 or less public housing units and section 8 vouchers; and
2. is **not designated trouble** under section 6(j)(2) of the 1937 Act, the Public Housing Assessment System (PHAS), as a troubled public housing agency during the prior 12 months; and **does not have a failing score** under the Section 8 Management Assessment Program (SEMAP) during the prior 12 months.

The Gila County Public Housing Authority was recently informed that it is one of the qualified Arizona housing authorities that is not required to submit an Annual PHA Plan; however, a Civil Rights Certification (HUD form HUD-50077-CR) is required to be signed by the Chairman of the Board of Supervisors (BOS) upon the approval of the BOS and submitted to HUD. A copy of the form is attached to this agenda item.

Conclusion

In order for the Gila County Public Housing Authority to meets its requirements related to the PHA Annual Plan, the Chairman of the Board of Supervisors needs to sign the Civil Rights Certification form which must be submitted to HUD.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors authorize the Chairman's signature on the Civil Rights Certification (HUD form HUD-50077-CR), which will be submitted to the U.S. Department of Housing and Urban Development by the Gila County Public Housing Authority.

Suggested Motion

Authorization for the Chairman's signature on the Civil Rights Certification (form HUD-50077-CR), which will be submitted to the U.S. Department of Housing and Urban Development by the Gila County Public Housing Authority (PHA) as it relates to the 5-Year PHA Plan for the Gila County PHA for fiscal year 2016.

Attachments

Civil Rights Certification (form HUD-50077-CR)

Qualified AZ PHA

PIH Notice

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Gila County Housing Authority	AZ045
PHA Name	PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date

Campos, Patricia

From: Skiffer, Margaret M [margaret.m.skiffer@hud.gov]
Sent: Tuesday, February 02, 2016 9:45 AM
To: Cindi Herrera (cindiher@aol.com); Emmally Mercer (emmally@eloyha.com); Xenia Gonzalez (xenia.gonzalez@douglasaz.gov); Debbie Fuller (debbfuller@aol.com); 'Dave Wolf' (Dave.Wolf@co.mohave.az.us); Buzan, Malissa; Campos, Patricia; Sharon Shore; Brian Petersen (brianpetersen@hominc.com); Greg Cooper (Greg.Cooper@azhousing.gov); michael.trailor@azhousing.gov; Carol Ditmore (carol.ditmore@azhousing.gov)
Cc: Gallegos, Barbara A; Torres, Teresa R; Duron, Marta C; Green-Catten, Nicole D
Subject: FY2016 Annual PHA Plan Submission for Qualified PHAs as of 6/30/15
Attachments: Sample HUD-50077-Civil Rights Certification Qualified PHAS.docx; PIH Notice 2015-18.pdf

Good morning Executive Directors,

Below is the list of Qualified AZ PHAs for FY2016 Annual PHA Plan submissions. If you are on this list, you are **NOT required** to complete and submit an Annual PHA Plan; however you **must** submit the attached Civil Rights Certification form HUD 50077-CR to the HUD Field Office 75 days prior to your Fiscal Year Beginning (FYB). For those PHAs with a FYB July 1, 2016, the Plan due date is **April 17, 2016**.

However, please be reminded, the submission of Annual PHA Plans using the revised PHA Plan Templates and other forms **will be required commencing with PHAs having a fiscal year beginning 7/1/2016**. Therefore, **PHAs with fiscal years beginning January 1, 2016 and April 1, 2016, should have used the old template and/or certification forms.**

Qualified PHAs

The Housing and Economic Recovery Act (HERA), Title VII, Small Public Housing Authorities Paperwork Reduction Act exempted qualified PHAs from the annual plan requirement.

A qualified PHA is a PHA that:

1. has a combined unit total of 550 or less public housing units and section 8 vouchers; and
2. is **not designated troubled** under section 6(j)(2) of the 1937 Act, the Public Housing Assessment System (PHAS), as a troubled public housing agency during the prior 12 months; and **does not have a failing score** under the Section 8 Management Assessment Program (SEMAP) during the prior 12 months.

Qualified PHAs as of 6/30/15

AZ021	Eloy Housing Authority
AZ023	Nogales Housing Authority
AZ037	Douglas Housing Authority
AZ041	Williams Housing Authority
AZ043	Mohave County Housing Authority
AZ045	Gila County Housing Authority
AZ880	Arizona Behavioral Health Corporation
AZ901	Arizona Department of Housing

What if my status changes after the "Qualified" PHA list is posted on the PHA Plan webpage?
If a PHA status changes after the "Qualified" PHA Plan list has been posted on the PHA Plan webpage and before a new list is posted, for PHA planning purposes, the "posted" rating will be used until a new "Qualified" PHA report is generated. The "Qualified" PHA list is a snap shot of a PHAs designation on a certain date and that designation at

that specific point in time dictates whether or not a PHA is considered a "Qualified" PHA exempt from the requirement to submit and prepare an Annual PHA Plan.

If you have any questions, please contact your local HUD Field Office Representative.

TY

Margaret.M.Skiffer@hud.gov
Public Housing Revitalization Specialist
U.S. Department of Housing and Urban Development
Office of Public Housing, Phoenix Field Office
One North Central Avenue, Suite 600
Phoenix, AZ 85004
(602) 379-7185 - Office
(602) 379-3985 - Fax

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Special Attention:

Public Housing Agencies (PHA)
Public Housing Hub Office Directors
Public Housing Program Center Directors
Regional Directors
Field Office Directors
Resident Management Corporations

NOTICE PIH-2015-18 (HA)

Issued: October 23, 2015

Expires: Effective until amended, superseded, or rescinded

Cross References: 24 CFR Part 903; and Notice PIH 2008-41.

Subject: Availability of New and Revised Public Housing Agency (PHA) Five-Year and Annual Plan Templates and Other Forms

1. **PURPOSE**

This Notice:

- Announces the availability of new PHA Annual and 5-Year PHA Plan templates:
  - HUD-50075-5Y
  - HUD-50075-HCV
  - HUD-50075-HP
  - HUD-50075-SM
  - HUD-50075-ST
- Announces the availability of new and revised certifications forms:
  - HUD-50077-CRT-SM
  - HUD-50077-ST-HCV-HP
  - HUD 50077-SL
  - HUD 50077-CR
- Provides clarification on the categories of PHAs and the corresponding PHA Annual Plan and 5-Year PHA Plan submission requirements.
- Incorporates Rental Assistance Demonstration (RAD) and Violence Against Women Act (VAWA) requirements into PHA Annual and 5-Year PHA Plan templates, as described in more detail in Section 5 of this notice.

2. BACKGROUND AND APPLICABILITY

Section 511 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), Pub. L. 105–276, created the requirement for submission of 5-Year and Annual PHA Plans by all PHAs administering the Public Housing and/or Housing Choice Voucher (HCV) programs. Sections 2701 and 2702 of the Housing and Economic Recovery Act of 2008 (HERA), Pub. L. 110-289 relieved burden on small PHAs by providing Qualified PHAs with an exemption from the requirement to submit an Annual PHA Plan. See Section 3 for a definition of Qualified PHAs.

Since HUD's issuance of Notice PIH 2008-41, public comments have been submitted with respect to prior versions of PHA plan templates and forms subject to OMB review under the Paperwork Reduction Act of 1995. Specifically, a number of commenters requested that HUD revise the plan templates to accurately reflect existing regulations that permit the Department to establish streamlined plans for small and high performing PHAs – and PHAs that only administer tenant-based assistance (i.e. the HCV Only or Section 8 Only PHAs) and that do not own or operate public housing.

3. CATEGORIES OF PHAs FOR THE PURPOSE OF THE ANNUAL PHA PLAN

PHAs that are not exempted from the requirement to submit an Annual PHA Plan under HERA are required to submit a complete or streamlined Annual PHA Plan pursuant to the requirements of 24 CFR §903.7, 903.11, and 903.12. The regulations at 24 CFR § 903.11 permits PHAs that are high performing or small, or that only administer tenant-based assistance to submit streamlined plans. The definitions of the PHA types required to submit Annual PHA Plans are described below:

- **Standard PHA -** Must submit complete, Annual PHA Plans using the 50075-ST standard template.
    - Owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550.
    - Designated as a Standard Performer (see § 902.11(b)) in the most recent Public Housing Assessment System (PHAS) or Section Eight Management Assessment Program (SEMAP) assessments if administering both programs. Otherwise, PHAS if only administering public housing.

- **Troubled PHA -** Must submit complete, Annual PHA Plans using the 50075-ST standard template.

    - Any PHA that is designated Troubled (see § 902.75) on the most recent PHAS or SEMAP assessments if administering both programs. Otherwise, PHAS if only administering public housing or SEMAP if only administering Housing Choice Vouchers.

- **High-Performer PHA -** Must submit streamlined Annual PHA Plans using the 50075-HP template.

    - Owns or manages any number of public housing units and any number of vouchers where the total combined units exceed 550.
    - Designated as a high performer (see § 902.11(a)) on both of the most recent PHAS and SEMAP assessments if administering both programs. Otherwise, PHAS if only administering public housing or SEMAP if only administering Housing Choice Vouchers.

- **Small PHA -** Must submit streamlined Annual PHA Plans using the 50075-SM template.

    - Owns or manages between 1 and 249 public housing units and any number of vouchers where the total combined units exceed 550.
    - Not designated as a troubled PHA in the most recent PHAS or SEMAP assessment, or at risk of being designated as troubled[1].
    - Small PHAs may also be High Performer PHAs if they meet the definition of High Performer above. Small PHAs that choose to submit Annual PHA Plans as High Performers must submit streamlined Annual PHA Plans using the 50075-HP template.

- **Housing Choice Voucher (HCV) Only PHA -** Must submit streamlined Annual PHA Plans using the 50075-HCV template.

    - Administers more than 550 HCVs, and does not own or manage public housing.
    - Not designated as troubled in its most recent SEMAP assessment.
    - HCV-Only PHAs may also be High Performer PHAs if they meet the definition of High Performer under SEMAP above. HCV-Only PHAs that choose to submit Annual PHA Plans as High Performers must submit streamlined Annual PHA Plans using the 50075-HP template.

- **Qualified PHA -** Not required to complete and submit Annual PHA Plans (see 903.3(c)).

    - Owns or manages 550 or fewer public housing dwelling units and/or housing choice vouchers combined.
    - Not designated as a Troubled PHA in the most recent PHAS assessment or does not have a failing score under SEMAP during the prior 12 months.

---

[1] PHAs that are at risk of being designated as troubled include those designated as substandard performers under the Public Housing Assessment System (PHAS). See 24 CFR §902.11(c).

4. ANNUAL PHA AND 5-YEAR PHA PLAN TEMPLATES AND CERTIFICATION SUBMISSION REQUIREMENTS FOR ALL PHA TYPES

The following table identifies the Annual PHA Plan and 5-Year PHA Plan ("PHA Plans") templates and certifications by PHA Category that PHAs are required to complete and submit to HUD in order to comply with the Annual PHA and 5-Year PHA Plan requirements.

PHA Plan Submission Requirements by PHA Type	
HUD Form	**Frequency of Submission**
All PHAs	
HUD 50075-5Y	Once every 5 PHA Fiscal Years
Standard PHAs and Troubled PHAs	
HUD 50075-ST	Annually
HUD 50077-ST-HCV-HP	Annually
HUD 50077-SL	Annually
RAB Comments	Annually
Challenged Elements	Annually
Small PHAs	
HUD 50075-SM	Annually
HUD 50077-CRT-SM	Annually
HUD 50077-SL	Annually
RAB Comments	Annually
Challenged Elements	Annually
High Performer PHAs	
HUD 50075-HP	Annually
HUD 50077-ST-HCV-HP	Annually
HUD 50077-SL	Annually
RAB Comments	Annually
Challenged Elements	Annually
HCV-Only PHAs	
HUD 50075-HCV	Annually
HUD 50077-ST-HCV-HP	Annually
HUD 50077-SL	Annually
RAB Comments	Annually
Challenged Elements	Annually
Qualified PHAs	
HUD 50077-CR	Annually
HUD 50077-SL	Once every 5 PHA Fiscal Years

5. CERTIFICATIONS AND OTHER SUBMISSION REQUIREMENTS

This section clarifies, reiterates, or describes processing changes made to the submission requirements identified in the table above and described in more detail below.

a. **Civil Rights Certification**. In accordance with Section 5A of the U.S. Housing Act of 1937 (42 USC § 1437c-1) and departmental regulations at 24 CFR §903.7(o)(1) and (2), PHAs must certify annually that they are in compliance with the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, as well as certifying that they will be affirmatively furthering fair housing choice. This civil rights certification is included as a separate civil rights certification form just for Qualified PHAs -- and these requirements are contained within the PHA Civil Rights Certification and Certifications of Compliance with the PHA Plan and Related Regulations forms for the other types of PHA types as identified below:

- **Form HUD-50077-ST-HCV-HP** - PHA Certifications of Compliance with the PHA Plans and Related Regulations (*Standard, Troubled, HCV-Only, and High Performer PHAs*)
- **Form HUD-50077-SM** - PHA Certifications of Compliance with the PHA Plans and Related Regulations (*Small PHAs*),
- **Form HUD-50077-CR -** Civil Rights Certification (*Qualified PHAs*). Qualified PHAs submit this form annually.
- HUD will not consider the PHA Plan submission complete and ready for review until these forms have been received at the appropriate local HUD Field Office.

b. **Certification of Consistency with Consolidated Plan including the Analysis of Impediments to Fair Housing Choice (AI)**. In a change to Section 4 of PIH Notice 2008-41 and in compliance with 24 CFR §903.15, all non-Qualified PHAs are required to obtain and submit to HUD with their Annual PHA Plans a certification by a State or local official of the Annual PHA Plan's consistency with the Consolidated Plan including the Analysis of Impediments to Fair Housing Choice (AI) (**Form HUD-50077-SL - Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan**).

Qualified agencies must submit the HUD-50077-SL with their 5-Year PHA Plans. The PHA plan regulations require that this certification be submitted to HUD - and not simply retained on file. In addition, HUD has modified the certification to comply with 24 CFR §903.15(a)(1), which requires that the certification describe how the 5-Year PHA Plan is consistent with the Consolidated Plan.

c. **Rental Assistance Demonstration (RAD).** Conversion of assistance under the Demonstration will be considered a significant amendment to the PHA's Five-Year PHA 7Plan for Qualified and non-Qualified PHAs, the Annual Plan for non-Qualified PHAs, and the Moving to Work (MTW) Plan for MTW PHAs. In addition to the information already required by 24 CFR Part 903 for PHA Plan amendments, refer to the revised

RAD Notice PIH-2012-32, REV-2 issued June 15, 2015; and any successor guidance, including Appendix 1D of the aforementioned notices for guidance on what information must be submitted as Significant Amendment attachments to 5-Year and/or Annual PHA Plans for RAD conversion actions.

d. **Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA) Requirements in PHA Plan Templates**. As noted in Section 7 of PIH Notice 2008-41, VAWA requires 5-Year and Annual PHA Plans to contain information regarding a PHA's goals, objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking and HUD intended to include this item in future 5-Year and Annual PHA Plan templates. The specific information required by VAWA is now integrated into the revised templates issued with this notice.

e. **Resident Advisory Board (RAB) Comments**. PHAs must submit as an attachment to the 5-Year and Annual PHA Plan any PHA Plan any comments received from the RAB. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations (see 903.13)).

f. **Challenged Elements**. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response. HUD will consider incorporating this element into future versions of the PHA Plan templates.

g. **Forms Removed from PHA Plan Submissions**. As explained in Section 6 below, the following forms are no longer submitted as part of the PHA Plan, <u>but may be required for other HUD programs</u>:

1. Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only)
2. Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)
3. Form HUD-50070, *Certification for a Drug-Free Workplace*
4. Form HUD-50071, *Certification of Payments to Influence Federal Transactions*
5. Form SF-LLL, *Disclosure of Lobbying Activities*
6. Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet*

6. <u>STATEMENT OF CAPITAL IMPROVEMENTS NEEDED</u>

In order to comply with the requirements of 24 CFR §903.7(g), PHAs are required to include a statement of capital improvements needed in the Annual PHA Plan. In the past, a PHA satisfied this requirement by including copies of its Capital Fund Annual Statement or Performance and Evaluation Report (HUD 50075.1) and the Capital Fund Program 5 Year-Action Plan (HUD 50075.2) forms with the Annual PHA Plan. In 2013, HUD published the Capital Fund Final Rule which decoupled the Capital Fund submission from the Annual PHA Plan and 5-Year PHA Plan.

However, PHAs are still required to incorporate some information on the capital improvement needs in the Annual PHA Plan.

In order to comply with this requirement, the PHA must reference in its Annual PHA Plan the most recent HUD approved Capital Fund 5-Year Action Plan (HUD 50075.2). PHAs can reference the form by including the following language in the **Capital Improvements** section of the appropriate Annual or Streamlined PHA Plan Template: "See HUD Form 50075.2 approved by HUD on XX/XX/XXXX." This reference statement is intended to mean that the 50075.2 describes the capital improvements necessary to ensure long-term physical and social viability of the projects." It is anticipated that the local Field Office will have a copy of the most recent HUD approved Capital Fund 5 Year Action Plan (50075.2) on file. Refer to the website for HUD's Office of Capital Improvements at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph/capfund for more information on Capital Fund processing.

7. INSTRUCTIONS FOR ACCESSING AND SUBMITTING THE REVISED PHA PLAN TEMPLATES AND OTHER REQUIRED FORMS

Accessing. The PHA Plan templates, certification forms, and technical instructions for their use are available on HUD's PHA Plans website found at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/pha. The templates and certifications are available in .pdf fillable and Microsoft Word versions.

Submitting. Once completed, PHAs will transmit their PHA Plans, along with all required attachments to HUD as directed on the HUD PHA Plans website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/pha.

Consequences for Failure to Submit Approvable PHA Plans. If a PHA fails to submit complete PHA Plans in a timely manner, HUD may impose sanctions including but not limited to the withholding of or future reductions in funding for the Capital Fund program, Operating Fund, or Section 8 administrative fees.

Public Availability. Pursuant to 42 USC § 1437c-1(i)(5) a PHA shall make the approved plan of the agency available to the general public. 24 CFR § 903.23(e) provides that a PHA must make the approved plans and required attachments and documents related to the plans available for review and inspection at the principal office of the PHA during normal business hours. PHAs may also provide copies of the approved plans to each resident council and Resident Advisory Board, as well as make a copy available at each asset management project office. Additionally, PHAs are strongly encouraged to post the template submission and all plan elements on their website if applicable. For questions about plan availability, please contact the local HUD field office.

Qualified Agencies List. Each quarter, the Department will post a list of PHAs that meet the criteria of a Qualified agency under HERA for the purpose of being exempt from the requirement to submit an Annual PHA Plan. Due to the processing timeline for PHAs that are required to complete and submit an Annual PHA Plan (advance notice of a public hearing,

preparation of the plan, holding the annual hearing, revisions to the plan based on public comments, submission to HUD, and HUD review), the list of Qualified PHAs that HUD posts three quarters in advance of a PHA's fiscal year beginning (FYB) will determine whether a PHA is exempt in the upcoming fiscal year from the requirement to submit an Annual PHA Plan if on the list - or is required to submit an Annual PHA Plan in the upcoming fiscal year if not on the list. Please see the table below for further clarity:

Fiscal Year Beginning (FYB)	Example	Applicable Qualified Agencies List Posting Date	Example
January 1st	01-01-2016	April 1st	04-01-2015
April 1st	04-01-2016	July 1st	07-01-2015
July 1st	07-01-2016	October 1st	10-01-2015
October 1st	10-01-2015	January 1st	01-01-2015

8. OPERATIONS AND MANAGEMENT

Internal control helps an entity run its operations efficiently and effectively, report reliable information about its operations, and comply with applicable laws and regulations. *Standards for Internal Control in the Federal Government*, known as the "Green Book," sets the standards for an effective internal control system for federal agencies, and can be adopted by state, local, and quasi-governmental entities, as well as not-for-profit organizations, as a framework for an internal control system. HUD encourages PHAs to incorporate the risk assessment process into their development of a system of controls and policies. In the Standard Annual Plan template Section B1, Revision of PHA Plan Elements, Operations and Management -- while not mandatory, HUD suggests that PHAs describe their incorporation of the green book standards and disclose their use.

9. IMPLEMENTATION – ANNUAL AND 5-YEAR PLANS

Submission of Annual PHA Plans using the revised PHA Plan Templates and other forms will be required commencing with PHAs having a fiscal year beginning 7/1/2016. Submission of 5-Year PHA Plans using the revised PHA Plan Template will be required for any 5-Year PHA Plan due beginning 7/1/2016.

10. CONTACT INFORMATION

If you have questions regarding this Notice, please contact your local Field Office PHA Plan Point of Contact.

11. **PAPERWORK REDUCTION ACT**

The information collections referenced in this Notice have been approved by OMB pursuant to the Paperwork Reduction Act under OMB Control Number 2577-0226.

/s/

Lourdes Castro Ramírez,
Principal Deputy Assistant Secretary
Public and Indian Housing

ARF-3688 **Consent Agenda Item 4. F.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted For:	Malissa Buzan	Submitted By:	Allison Torres, Case Manager
Department:	Community Services	Division:	Comm. Action Program/Housing Servs.
Fiscal Year:	2016-2017	Budgeted?:	Yes
Contract Dates Begin & End:	April 5, 2016 to February 28, 2017	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Funding Agreement No. 127-16 for Community Development Block Grant (CDBG) Regional Account Funds with Designation of Deposit of Grant Funds and Authorized Signature Card Documents.

Background Information

Arizona Department of Housing (ADOH) receives CDBG entitlement funds annually from the U.S. Department of Housing and Urban Development (HUD) to fund eligible programs and projects in communities located in the 13 rural counties in the state.

Funding is accessed through a process that is described in the Five-Year Consolidated Plan and annual updates to the Plan, a document required by HUD to describe such processes. The rural Councils of Government (COGs) partner with ADOH to assist communities with project administration and technical assistance.

CDBG funds may be utilized to address a wide variety of community needs, some of which include various affordable housing projects, including home reconstruction, rehabilitation and repair programs. The Gila County Board of Supervisors authorized the submittal of the CDBG Application for funding on November 17, 2015.

Funding Agreement No. 127-16 will provide $132,417 in CDBG funds for the period of April 5, 2016, through February 28, 2017. A Designation of Deposit of Grant Funds and Authorized Signature Card for Requests for Payment on CDBG Account and Authorized Signature Card For All Administrative Actions Pertaining to CDBG Funding Agreements are required to be completed and submitted with this funding agreement.

Evaluation

Funding Agreement No. 127-16 between Gila County and the Arizona Department of Housing for $132,417 of CDBG funds will allow owner-occupied housing rehabilitation for at least two eligible homeowners in Gila County. This funding agreement will be for the period of April 5, 2016, through February 28, 2017. The Designation of Deposit of Grant Funds (F-1), Authorized Signature Card For Request for Payment on CDBG Account (F-2), and Authorized Signature Card for All Administrative Actions Pertaining to CDBG Funding Agreements forms will allow for payments to be mailed to Gila County, and allow employees to perform payment requests and/or other actions in relation to this Funding Agreement.

Conclusion

Funding Agreement No. 127-16 will provide $132,417 in CDBG owner-occupied housing rehabilitation funding to Gila County, which will be used to rehabilitate at least two homes. The Designation of Deposit of Grant Funds (F-1), Authorized Signature Card For Request for Payment on CDBG Account (F-2), and Authorized Signature Card for All Administrative Actions Pertaining to CDBG Funding Agreements forms will allow for payments to be mailed to Gila County, and allow employees to perform payment requests and/or other actions in relation to this Funding Agreement.

Recommendation

The Community Services Director recommends that the Board of Supervisors approve Funding Agreement No. 127-16 and the supporting documents (F-1, F-2, and the Authorized Signature Card For All Administrative Actions Pertaining to CDBG Funding Agreements).

Suggested Motion

Approval of Funding Agreement No. 127-16 between Gila County and the Arizona Department of Housing to receive Community Development Block Grant funds in the amount of $132,417 for the period of April 5, 2016, through February 28, 2017, in order to rehabilitate at least two homes.

Attachments

Agreement No. 127-16

F-1, F-2 Forms

CDBG 2015 Application

County Attorney's Comment

DOUGLAS A. DUCEY
Governor

MICHAEL TRAILOR
Director

STATE OF ARIZONA
DEPARTMENT OF HOUSING
1110 WEST WASHINGTON, SUITE 310
PHOENIX, ARIZONA 85007

(602) 771-1000 WWW.AZHOUSING.GOV
FAX: 602-771-1002

March 11, 2016

Malissa Buzan, Housing Director
Gila County
5515 Apache Blvd
Globe, Arizona 85501-4430

RE: FY2015 Community Development Block Grant (CDBG)
Owner Occupied Housing Rehabilitation
Response Due By: April 11, 2016

Dear Ms. Buzan:

The Arizona Department of Housing ("ADOH") has reserved CDBG (FY2015 Regional) funds in the amount of $132,417.00 for the Owner Occupied Housing Rehabilitaiton of 2 homes located in Gila County. You may formally accept the terms and conditions by completing the signature block at the bottom of the letter and returning this letter to ADOH by the response due date noted above.

CDBG Funding Terms

1. Activity #1 - Administration
   $23,835.00 in FY2015 CDBG Regional funds to carry out all required actions to administer activities for Gila County. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG program requirements as identified in 24 CFR 570.500 – 570.614 and current Arizona Department of Housing handbooks.

2. Activity #2 – Owner Occupied Housing Rehabilitation
   $108,582.00 in FY2015 CDBG Regional funds to rehailitate at least two owner occupied homes for Low to moderate income homeowners. Assistance will be provided in the form of a deferred forgivable loan.

Conditions of Reservation of CDBG (FY2015 Regional) Funding

HUD Performance Measures to be achieved are as follows:

- Objective: Promote Decent Housing
- Outcome: Providing Decent Housing
- Indicator: Number of units brought to decent, livable condition
- Data Collection Methodology: document the number of homes improved from poor to decent, safe and sanitary living conditions.

Additional Requirements

There are no additional requirements.

Please sign and date your acceptance of the terms and conditions and return with any items listed under Additional Requirements no later than April 11, 2016.

To discuss the terms and conditions in this letter, please contact the CD&R Program Administrator, Kathy Blodgett at (602) 771-1021 or by e-mail at Kathy.Blodgett@azhousing.gov.

Sincerely,

Andrew Rael
Assistant Deputy Director of Programs

Cc: Kathy Blodgett, Program Administrator KB
Diane Olsen, CDR Staff

Enclosure

ACCEPTANCE OF RESERVATION OF CDBG (FY2015 Regional) FUNDING

Gila County Owner Occupied Housing Rehabilitation

The undersigned authorized signatory for Gila County accepts the reservation of CDBG (FY2015 Regional) funding in the amount stated above and subject to the terms and conditions described in this letter.

By: _____

Michael A. Pastor	Chairman, Board of Supervisors
Print Name	Title

CHECKLIST OF ADDITIONAL REQUIREMENTS FOR ACCEPTANCE
Not applicable.

DOUGLAS A. DUCEY
Governor

MICHAEL TRAILOR
Director

STATE OF ARIZONA
DEPARTMENT OF HOUSING
1110 WEST WASHINGTON, SUITE 310
PHOENIX, ARIZONA 85007

(602) 771-1000 WWW.AZHOUSING.GOV
FAX: 602-771-1002

March 11, 2016

Recipient: Gila County
Project Type: OOHR
REPLY DUE: April 11, 2016

Malissa Buzan, Director
Gila County
5515 Apache
Globe Arizona 85501-4430

Dear Ms. Buzan:

Enclosed for your Chief Elected Official's signature are 2 copies of the new funding agreement for your FY 20XX CDBG RA funds. The effective date of the agreement will be the date it is signed by the State of Arizona Department of Housing ("ADOH"). The expiration date appears at the top of page one. Please sign and return all of the originally signed copies of each agreement to ADOH by the date indicated. After the appropriate person at ADOH signs, a fully executed original copy will be forwarded to you.

The following items are also enclosed:

#1. Designation of Depository Form, F-1
#2. Authorized Signature Form, F-2
#3. Authorized Signature Card for Communication Letter Changes + Amendments, CD-1
#4. Electronic Deposit Application, GAO-618 (*optional*)

Please return an original set of F-1, F-2 and CD-1 forms to the State of Arizona Department of Housing along with your agreement documents. Please keep an original copy of each form for your files. If you have multiple CDBG Funding Agreements, you may include all applicable contract numbers at the top right of each form. An F-1 and an F-2 Form (items #1 and #2) must be on file prior to the processing of a Request for Payment, F-3.

The *CDBG Grant Administration Handbook* contains instructions on how each of the above forms should be completed and on its use. The directions for item #4 are attached to the form. Please also note that prior to the obligation of either CDBG or leverage funds, certain Environmental Review Record (ERR) requirements must be met. The *CDBG Environmental Review Handbook* describes the ERR requirements for each type of activity or activity component.

If you have questions or concerns about this letter or the enclosures, please contact your Community Development and Revitalization Specialist at me at (602) 771-1000. Good luck in the implementation of your grant activities.

Sincerely,

Katherine E. Blodgett

Katherine E. Blodgett
Community Development and Revitalization Programs Administrator

Enclosures

AGREEMENT NO. 127-16
TERMINATION DATE 12-30-16

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
GILA COUNTY
FOR
OWNER OCCUPIED HOUSING REHABILITATION

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☒ Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")

☐ Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/AIDS) ("HOPWA")

☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

and

GILA COUNTY
(Entity)

An Arizona County (**"Recipient"**) DUNS #074462102, located at

5515 South Apache Avenue Suite 200
Street
Globe Arizona 85501-4430
City State Zip

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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ATTACHMENTS

- ☒ A Scope of Work
- ☒ B Performance Report/Schedule of Completion
- ☒ C Budget
- ☒ D Request for Payment Form
- ☐ E Special Conditions of the Agreement
- ☒ F Certification and Other Requirements Relating to Title I or Title II Assistance
- ☒ G Authorizing Resolution(s)
- ☐ H Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)

In consideration of the mutual representations and obligations hereunder, ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $132,417.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☒ **CDBG**, CFDA # 14.228
Federal Fiscal Year 2015
$132,417.00

☐ **HOME**, CFDA # 14.239
Federal Fiscal Year _____
$_____

☐ **HTF**
State Fiscal Year _____
$_____

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$_____

☐ **COC**, CFDA # 14.267
Federal Fiscal Year _____
$_____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within 30 days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until DECEMBER 30, 2016 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☒ **CDBG** funds require adherence to the following additional provisions: (1) the provisions of 24 CFR, Part 570 as revised; (2) ***Certification and Other Requirements Relating to Title I Assistance*** attached hereto as **Attachment F;** (3) the provisions contained in the ***State of Arizona Consolidated Plan;*** (4) ***ADOH ERR Handbook;*** (5) ***ADOH Labor Standards Handbook*** (6) ***CDBG Application Handbook;*** (7) ***CDBG Grant Administration Handbook;*** and (8) ***CDBG Procurement, Contracts and Acquisition Handbook*** (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds require adherence to the following additional provisions: (1) the provisions contained in 24 CFR Part 92 Home Investment Partnerships Program as revised, (2) ***Certification and Other Requirements Relating to Title II Assistance*** attached hereto as **Attachment F;** (3) the provisions contained in the ***State of Arizona Consolidated Plan;*** (4) ***ADOH ERR Handbook;*** (5) ***ADOH Labor Standards Handbook*** (6) the ***State Housing Fund Program Summary and Application Guide*** and any revisions thereto.

☐ **The use of Housing Trust Funds (HTF)** requires adherence to the following additional provisions: (1) the ***State Housing Fund Program Summary and Application Guide*** as revised.

☐ **Special Needs Housing "homeless" funding from COC requires** adherence to 24 CFR Part 578 as revised.

☐ **Special Needs Housing HOPWA funding requires** adherence to 24 CFR Part 574 as revised.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in **Attachment A.**

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work.*

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes;
(e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
(f) The ownership entity changes; and
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 **Performance Report.** Recipient agrees to submit the ADOH *Performance Report* respective of the funding source indicated below and attached as Attachment B.

☐ **RENTAL Projects funded with HOME or HTF.** Recipient must submit a ***Bimonthly Performance Report*** attached hereto as **Attachment B.** The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two months, i.e., the January report covers the months of November and December.

☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must submit a ***Quarterly Progress Report*** attached hereto as **Attachment B.** The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three months, i.e., the July report covers the months of April, May and June. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **Special Needs Housing "homeless" funding from COC.** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in **Section 4.** Recipient shall submit ***Annual Progress Report (APR)*** data from HMIS to ADOH, no later than 60 days following the contract termination date listed on Page 1 of the Agreement.

☐ **Special Needs Housing HOPWA funding.** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in **Section 4** and submit one (1) ***HUD Consolidated Annual Performance Evaluation Report (CAPER)*** in accordance with the schedule set forth in **Attachment B** no later than 60 days following the end of Fiscal Year date which is June 30th annually.

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a **Completion Report** is due to ADOH within Sixty (60) days of one of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is Administratively Closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or

describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the ***Scope of Work*** in accordance with the ***Schedule of Completion*** hereby incorporated into this Agreement and described in **Attachment B.**

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **RENTAL Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the ***Schedule of Completion*** using the ***Bimonthly Performance Report,*** attached hereto as **Attachment B.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the ***Schedule of Completion*** using the ***Quarterly Performance Report,*** attached hereto as **Attachment B.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Special Needs Housing "homeless" funding from COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion and Performance Report*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the **Budget** that is attached as **Attachment C.** Recipient further agrees that

any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☒ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the **Budget** require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds 50%, unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the **Budget** require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within 14 business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Review and ADOH then requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether Federal or State funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-Federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using Federal assistance (e.g., as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities, i.e., acquisition, construction, etc. ADOH or HUD provides authorization to proceed based on the completed ERR.

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☒ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed 18 percent of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC and HOPWA funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the ***Budget*** in **Attachment C.** Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH ***Request for Payment*** form hereby incorporated into this Agreement and attached as **Attachment D.** For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement, or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient, and Interest to ADOH within 30 days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **30 days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the ***Scope of Work* (Attachment A)** without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the ***Scope of Work*** for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the ***Scope of Work;*** and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by

ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the ***Scope of Work*** **(Attachment A)** and the ***Schedule of Completion*** **(Attachment B)** or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment, however, in no case shall repayment or alternative terms be accomplished later than one hundred eighty (180) days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions,

Covenants, and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved With State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to **Section 11** of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the **Schedule of Completion,** attached hereto as **Attachment B** may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) Recipient fails to begin work on its Environmental Review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the ***Scope of Work*** **(Attachment A)** or fails to expend any funds in accordance with the ***Budget*** **(Attachment C)** within one hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under **Section 15.4** hereof and/or terminate this Agreement for cause pursuant to **Section 20** of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the **Scope of Work** set forth in **Attachment A, Schedule of Completion** set forth in **Attachment B** and **Budget** set forth in **Attachment C** to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to **Section 15.4** hereof and obtain repayment of funds expended pursuant to **Section 15.6,** hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to **Section 15** hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;

(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;

(d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;

(e) Recapture funds and terminate contract;

(f) Withhold future ADOH grant awards from all sources; or

(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☒ **CDBG funded projects only**: All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of Recipient, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona, or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 24 CFR Part 84. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly

amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, COC, HOPWA) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order

13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

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

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal, or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.
Recipient and its Subcontractors, at Recipient's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH, and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed

satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH, and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers, and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or Co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.
If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA, and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration, or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 310, Phoenix, AZ 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

GILA COUNTY
Entity
MALISSA BUZAN
Attention (if applicable)
5515 SOUTH APACHE BLVD. SUITE 200
Mailing Address
GLOBE ARIZONA 85501-4430
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of 24 inches

high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA,	Gila County
ARIZONA DEPARTMENT OF HOUSING	**RECIPIENT**
BY: _____	BY: _____
Michael Trailor	Michael A. Pastor
TITLE: Director	TITLE: Board of Supervisors Chair
DATE: _____	DATE: _____

Attachment A
SCOPE OF WORK

Gila County 127-16 – Owner Occupied Housing Rehabilitation

Activity #1 - Administration $23,835 CDBG

To carry out all required actions to administer activities funded from the **FY 2015 CAG Regional Account for the Gila County.** Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 – Owner Occupied Housing Rehabilitation $108,582 CDBG

To use CDBG funds to complete rehabilitation activities on at least two and possibly three Owner Occupied Housing Units within the borders of Gila County. Each participant will be low to moderate income. The work will be completed by licensed contractors. Each participant will be funded with a forgivable non-interest bearing deferred payment loan. Replacement may be an option based on work needed on each home. Participants will be served based on the Gila County OOHR waiting list for priority populations.

This activity will meet the Low to Moderate Income National Objective (LMH) and will benefit approximately 4-6 people (2-3 units) of whom 4-6 (or 100%) are low-to-moderate income.

HUD Performance Measures

Objective: Promote Decent Housing

Outcome: Providing Decent Housing

Indicator(s): Number of units brought to standard decent condition

Data Collection Methodology: Document the number units moved from poor to decent, safe and sanitary living conditions.

Arizona Department of Housing

CDBG

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION

Recipient	Gila County	Date	
Contract No	127-16 Contract Period: from April 2016 to December 30, 2016	Revision #	
Activity	Owner Occupied Housing Rehab	Jan April	July October
Recipient Address	5515 apache Avenue	City	Globe
Contact Person	Malissa Buzan	Zip Code	85501-4430
Phone	Email	Fax	
Program Specialist	Diane Olsen Email diane.olsen@azhousing.gov	County	Gila

Indicate adherence to contract or schedule changes. Due by the 15th of January, April, July, October

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Environmental Review Clearance	2/28/2016		
Contract Execution	4/1/2016		
Completion of unit #1	7/15/2016		
Completion of unit #2	10/15/2016		
Completion of unit #3 (if budget allows)	12/30/2016		
Contract End date	12/30/2016		
Close out paperwork and final RFP to ADOH	2/28/2017		

Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer questions at narrative section A., B., C. & D.

A. # of units 100% completed?	
B. # of units under construction?	
C. # of units out to bid	
D. # of HHLD income qualified?	

Arizona Department of Housing

Fill In: CDBG, HOME, HTF, HOPWA, COC

Attachment C

Budget

Recipient	Gila County			Date	
Contract No	127-16 Contract Period: from April 2016 to December 30, 2016			Revision #	
Activity	Owner Occupied Housing Rehab			Jan April	July October
Recipient Address	5515 apache Avenue			City	Globe
Contact Person	Malissa Buzan			Zip Code	85501-4430
Phone		Email		Fax	
Program Specialist	Diane Olsen	Email	diane.olsen@azhousing.gov	County	Gila

a	c	d	e	f	g	h
Budget Line Item or Activity No.	CDBG 2015	CDBG 2015	Source Program Year	Source Program Year	Source Program Year	Source Program Year
Administration #1	$23,835.00					
Project #2		$108,582.00				
Total	$23,835.00	$108,582.00				

REV. 8-2013

Arizona Department of Housing

CDBG (F-3) Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County	Date	
Contract No	127-16 Contract Period: from April 2016 to December 30, 2016	Revision #	
Activity	Owner Occupied Housing Rehab	Jan April	July October
Recipient Address	5515 apache Avenue	City	Globe
Contact Person	Malissa Buzan	Zip Code	85501-4430
Phone	Email	Fax	
Program Specialist	Diane Olsen Email diane.olsen@azhousing.gov	County	Gila

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	CDBG 2015	CDBG 2015	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration		$23,835.00			$ 23,835.00		$ 23,835.00
Act. 2 Project Specific			$108,582.00		$ 108,582.00		$ 108,582.00
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
Total		$ 23,835.00	$ 108,582.00	$ -	$ 132,417.00	$ -	$ 132,417.00

Recipient Authorized Signature	Date	Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current☐	For ADOH Use Only	
ADOH Program Specialist Approval			Date	ADOH Program Administrator Approval	Date

ATTACHMENT F

CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I ASSISTANCE

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
   a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
   b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
11. It will comply with
    a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
    b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.

c. Section 109 of the Housing and Community Development Act of 1974.
d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
g. Federal Fair Housing Act of 1988, P.L. 100-430.
h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.

12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
    a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
    b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to Commerce any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
    a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    c. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

    "This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

RESOLUTION NO. 15-02-01

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR (FY) 2014/15 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), STATE SPECIAL PROJECTS, AND A FUTURE APPLICATION FOR REGIONAL ACCOUNT (RA) FUNDS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE CDBG PROGRAM; AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the CDBG program; and

WHEREAS, the activities outlined within this application address the community's low and moderate income population housing needs; and

WHEREAS, recipients of funds from the CDBG program are required to comply with the program guidelines, and state and federal statutes and regulations.

THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes an application to be made to the State of Arizona, Department of Housing for FY 2013/2014 Community Development Block Grant, State Special Projects, and Regional Account program funds; authorizes its Chairman to sign the application and contract or grant documents for receipt and use of these funds for owner occupied housing rehabilitation; and 3) authorizes its Chairman to take all actions necessary to implement and complete the activities submitted in said application; and

BE IT FURTHER RESOLVED that the Gila County Board of Supervisors will comply with all Community Development Block Grant program guidelines; state and federal statutes and regulations applicable to the Community Development Block Grant program; and the certifications contained in this application.

PASSED AND ADOPTED this 17th day of February 2015, at Globe, Gila County, Arizona

Attest:

Marian Sheppard, Clerk

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy County Attorney/Civil Bureau Chief

Arizona Department of Housing

Community Development Block Grant (CDBG) Program

DESIGNATION OF DEPOSIT OF GRANT FUNDS (F-1)

Funding Agreement Number(s): 127-16

(Complete the name and address of Recipient Unit of Local Government [UGLG])

UGLG: Gila County

Address: _____

City: _____

State: Arizona

Zip: _____

has been designated as the recipient for all funds to be received from ADOH resulting from CDBG Funding Agreement Number(s) shown above.

Funds shall be deposited by the recipient UGLG to:

Name of Financial Institution: _____ Account Name/#: _____

A. ☐ Check this box if payment to be mailed to grantee

B. ☐ Check this box if payment to be sent electronically (direct deposit).

Note: If Box B is checked, GA0-618 Automated Clearinghouse (ACH) Vendor Authorization must be sent to ADOH.

Account number by which CDBG funds will be recorded in grantee financial records: _____

Leverage account number, if applicable: _____

I certify that CDBG funds shall be deposited as specified above; shall not be deposited in an interest bearing account (unless all requests for payment shall be on a reimbursement basis); and shall be deposited in an FDIC-insured financial institution.

Michael A. Pastor

Typed Name of Chief Elected Official

_____

Signature of Chief Elected Official

Chairman, Gila County Board of Supervisors

Title

_____

Date

Arizona Department of Housing

Community Development Block Grant (CDBG) Program

AUTHORIZED SIGNATURE CARD FOR REQUESTS FOR PAYMENT ON CDBG ACCOUNT (F-2)

UGLG: Gila County	Funding Agreement Number(s): 127-16

SIGNATURES OF INDIVIDUALS AUTHORIZED TO REQUEST FUNDS ON THE CITED CDBG FUNDING AGREEMENTS(s).:

❶

Signature	Date
Malissa Buzan	Community Services Director
Typed Name	Title

❷

Signature	Date
Nicholas Montague	Community Services Fiscal Manager
Typed Name	Title

❸

Signature	Date
Dana True	Community Services Accounting Clerk, Sr.
Typed Name	Title

❹

Signature	Date
Typed Name	Title

I certify that the signatures above are of the individuals authorized to request payments for the cited contract and that I, as the Chief Elected Official (Mayor/County Board Chairperson), have the authority to designate these individuals to take such action.

Signature of Chief Elected Official	Date
Michael A. Pastor	Chairman, Gila County Board of Supervisors
Typed Name	Title

Arizona Department of Housing

Community Development Block Grant (CDBG) Program
AUTHORIZED SIGNATURE CARD FOR ALL ADMINISTRATIVE ACTIONS PERTAINING TO CDBG FUNDING AGREEMENTS

UGLG: Gila County	FUNDING AGREEMENT NUMBER(S): 127-16

ONLY ONE SIGNATURE REQUIRED (additional recommended to ensure signatory availability)

SIGNATURE(S) OF AUTHORIZED INDIVIDUAL(S)

Typed Name Malissa Buzan Title Community Services Director

Signature _____ Date _____

Typed Name Nicholas Montague Title Community Services Fiscal Manager

Signature _____ Date _____

Typed Name _____ Title _____

Signature _____ Date _____

Typed Name _____ Title _____

Signature _____ Date _____

I certify that the signatures above are those of the individuals who may authorize administrative actions for the cited contract and that I, as the Chief Elected Official, have the authority to designate these individuals to take such action.

Chief Elected Official Michael A. Pastor (Typed Name) Title Chairman, Gila County Board of Supervisors

Signature _____ Date _____

Arizona Department of Housing

FORM 1

FY FFY15 COMMUNITY DEVELOPMENT BLOCK GRANT

APPLICATION COVER SHEET

☒	A. Regional Account (RA) COG: CAG	☐	B. State Special Project (SSP)
☐	C. Colonias	☐	D. NRS: Date approved: / / Approval on page:

1. Applicant and DUNS Number: Gila County 074462102	**2. Legislative/ Congressional Districts:** 1 / 5
3. Address (with 9-digit zip code): 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501-4430 **Name of County Applicant Located In:** Gila	
4. Contact Person/Title (Grantee) Malissa Buzan/Director	**5. Contact Person/Title (COG/Other):** Leitha Griffin/Administrative Assistant
Phone/Fax/Email: 928-425-7631/928-425-9468/mbuzan@co.gila.az.us	**Phone/Fax/Email:** 928-402-8697/lgriffin@co.gila.az.us

6. Complete the following information for the activities for which you are requesting funds in a single contract (maximum of 2 including Administration). Complete an additional Form 1 for each additional activity included in the application. Item d: Fund types are (1) Leverage, (2) Program Income, or (3) Other.

a. Activity Name	b. CDBG Funds	c. Non-CDBG Funds	d. Fund Type	e. Total Funds
1. Administration	20,370.42		CDBG	20,370.42
2. OOHR	92,798.58		CDBG	92,798.58

Total CDBG Funds Requested for this Project (Activities #1 and #2): $ 113,169.00

8. List **all other** activities applied for this fiscal year. Indicate by ☒ which application includes the required general information (Certifications, Disclosure Report, etc.) and administration funds. Note that there will be a separate contract for each activity except Administration.

Activity Name	Amount (CDBG $ only)	CDBG USE ONLY - Contract No.
☒ a. CDBG SSP OOHR	330,000.00	
☒ b. HOME/SHF	275,000.00	
☒ c. CDBG/RA	132,417.00	
☐ d.		

9. Total CDBG Funds Requested (all activities applied for this fiscal year, including administration): $ 737,417.00

10. Certification: To the best of my knowledge and belief, data in this application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached Certifications if the assistance is approved.

Signature of the Chief Elected Official	Date: 09-01-2015
Name (typed): Michael A. Pastor	Title: Chairman,Gila County Board of Supervisors

Arizona Department of Housing

FORM 2
COMMUNITY DEVELOPMENT BLOCK GRANT
GENERAL ADMINISTRATIN SUMMARY

1. **Applicant: Gila County**

ITEM		a. CDBG $	b. Non-CDBG $*	c. Total
2. TAAP. Total costs for COG Technical Assistance and Application Preparation, as per local government/ COG Agreement		500.00		500.00
3. Salaries, Wages, Fringe Benefits	% or Hours			
3.1 Position #1 Title:Director	5%	4,021.00		4,021.00
3.2 Position #2 Title: Housing Admin.	5%	3,187.00		3,187.00
3.3 Position #3 Title: Accountant	6%	3,405.00		3,405.00
3.4 Position #4 Title: Fiscal Manager	6%	4,815.00		4,815.00
4. Professional Services (Contractual)				
4.1 For:				
4.2 For:				
4.3 For:				
5. Travel		200.00		200.00
6. Office Supplies and Equipment		187.42		187.42
7. Advertising/Publications		150.00		150.00
8. Indirect Costs (% documented by cost allocation plan)				
9. Other Operating Expenses *(specify)*				
9.1 Item 1: Rent		3,205.00		3,205.00
9.2 Item 2:				
9.3 Item 3:				
9.4 Other (Fair Housing, Section 504, etc.)		700.00		700.00
10. **TOTALS**		$20,370.42		$20,370.42

* **Indicate in parentheses if the amount is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.**

11. a. Indicate who will be in charge of the financial record keeping (give name and title):
Nick Montague, Fiscal Manager

b. Provide the street address for the location of the financial records:
5515 S. Apache Ave., Suite 200, Globe, Arizona 85501- 4430

Arizona Department of Housing

FORM 3
COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY BUDGET

1. Applicant: Gila County	2. Activity Name: OOHR		
	a. CDBG $	b. Non-CDBG $	c. TOTAL $
3. Environmental Review Record Check box if included in Administration ☐	$200.00		$200.00
4. Design/Engineering/Inspection (or other Professional Services related to project) Previously Procured ☐ Procure ☐ In-House ☐			
5. Construction Contract Work (include materials and DB wage rates)	$74,038.86		$74,038.86
6. Fixed Asset Equipment			
7. Land Acquisition (includes easements) *(must comply with the Uniform Relocation Act)*			
8. Rehabilitation Services (if this exceeds 20% of total activity costs, attach a rationale) Procure ☐ In-House ☒	$18,559.72		$18,559.72
9. Other (specify or attached as page):			
10. For City/Town, County or Other Construction			
10.1 Purchase of materials			
10.2.a Employees (documentation attached as page regarding number of employees, wages, number of hours, etc.)			
10.2.b Offenders			
10.2.c Volunteers			
10.3 Equipment (Use vs. Purchase) (documentation attached regarding rental rates, number of hours to be used, type of equipment, etc.)			
10.4 Other (attached as page)			
11. **TOTALS**	$92,798.58		$92,798.58

FORM 8

Arizona Department of Housing

COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY DESCRIPTION: HOUSING ACTIVITIES

1. **Applicant: Gila County**

2. **Activity Name: Owner-Occupied Housing Rehab**

3. **Map(s) attached as page(s)**

Examples of eligible housing activities include: private housing rehabilitation, public housing rehabilitation and modernization, infrastructure in support of new housing, new construction by eligible sub-recipients, housing services, property acquisition or conversion.

4. Type of Housing Activity (check all which apply):

a. ☒ Single family unit, owner-occupied residential rehabilitation (Housing Rehab Guidelines required)

b. ☐ Residential rental rehabilitation, one or two units (one of which must be occupied by low and moderate income persons) (Guidelines required)

c. ☐ Residential rental rehabilitation, more than two units (51% low and moderate income persons)

d. ☐ New housing construction (only eligible if executed by a sub-recipient)
Proforma attached as page

e. ☐ Acquisition or conversion of property for housing
Proforma attached as page

f. ☐ Housing services

g. ☐ Lead-based paint hazard evaluation and reduction

h. ☐ Infrastructure related to a proposed housing project
Proforma attached as page

i. ☐ Home Ownership Assistance (Home Ownership Assistance Guidelines required)

j. ☐ NRS Area (If the activity will take place in an approved NRS area, persons do not need to be income qualified. However, the applicant must also complete Form 13 and attach to application as page .)

k. ☐ Commercial Rehabilitation

l. ☐ Other (describe):

5. **WHAT ARE YOU GOING TO DO?**

Describe the activity and what is intended to be accomplished. See instructions.
We propose to provide Owner-Occupied Housing Rehabilitation assistance to two homes. This activity will be conducted with in Gila County boundaries except reservation land. OOHR will complete 2 or more projects at an average of $37,356.00 (each participant will meet the low/mod income qualifications) in the form of a forgivable non-interest bearing deferred payment loan. The option of replacement may be performed as per our Housing Rehab Guidelines. Each participant will be selected on a first come, first served basis from Gila County's housing rehabilitation waiting list. All rehabilitation services will be done by in house staff and all construction services will be done by licensed and insured general contractors that meet the Gila County and State criteria.

6. For construction or acquisition or conversion of property, complete the following:

a. Is the site properly zoned? Yes ☐ No ☐ If no, when will the zoning issue be resolved?
n /a

b. Are all utilities presently available to the site? ☐ Yes ☐ No If no, which utilities must be brought to the site? **n/a**
Who has the responsibility for bringing utilities to the site? **n/a**

c. Provide copy of deed of ownership as page **n/a**

7. **WHY ARE YOU GOING TO DO IT?**

Describe the problems and conditions or other factors that indicate a need for the activity.
Gila County has an area of 4,768 square miles, with a high percentage of homes built before 1939. Our housing stock is in poor condition, especially in the Southern part of Gila County, we have a high percentabe of elderly and low-income population. Our goal is to preserve our housing stock by allowing the elderly and low-income population to remain in their homes. Our economic outlook has remained dismal, with above average unemployment rates in Gila County. On average, there are 100 applicants on our OOHR waiting list. That is why we propose to rehabilitate two owner occupied single family residences.

8. Indicate:

a. Total Number of People to be Served: 4	d. Total Number of Units: 2
b. Total Low Moderate People: 4	e. Total Low Moderate Units: 2
c. LM Percentage: 100%	f. Source of Information as page:

9. Will there be program income generated from the activity? ☐ Yes ☒ No

If yes, describe the program income source and estimated amount. If a DPL is required, this must be completed and RLF procedures developed and submitted for approval to CDBG.

10. Describe the income qualification process to be used. Include the name, title, and phone number of the persons responsible for the process and indicate the date the information was obtained.

Income will be verified during the Pre-Application Process, Estelle Belarde, Housing Assistant will review documentation of all household income during this time. Project #1 income was verified on 2/11/2015, and Project #2 Income was verified on 2/18/2015.

11. If applicable, it is assumed that the activity will use federal Housing Quality Standards (HQS) as the housing rehabilitation standard. If HQS or a more stringent state or local code will not be adhered to, describe the code or standard that will be used and provide a rationale for the proposed standard. This cannot be "NA." ***Please specify the specific code that will be followed in your rehab program, which at a minimum must be HQS.***

Arizona State Weatherization Standards as well as Federal Housing Quality Standards will be used for all OOHR projects in this contract.

12. **For housing acquisition, conversion, or new construction projects and programs,** indicate the entities that will act as the owner, developer, and manager, including a name, title, address and phone number of a responsible official for each entity (if available).

n/a

13. a. For **housing acquisition, construction, or conversion projects,** attach documentation verifying a commitment to finance the project and make the dwellings available to low and moderate income households as page **n/a.**

    b. Proforma attached as page

14. For all **rental housing projects and programs**:

    a. attach a listing of the rents to be charged after rehabilitation (which must be affordable);

    b. a definition of affordable;

    c. a method whereby such were made public; and

    d. if available, submit a copy of the draft agreement with the landlord that includes the process to be used to solicit tenants (see page)

15. For homeownership assistance, include the following:

a. Indicate if potential homeowners will seek their own financing. If a particular financing entity has been identified, provide the name, address and contact person for that entity.
n/a

b. Name, address, and phone number of the entity that will provide housing support services:

16. Ensure that any permanent relocation or displacement impacts of the project have been considered. This could potentially occur with the removal of low income housing stock from the market through demolition, acquisition, or conversion of dwellings. Contact the Council of Governments or CDBG Program staff for details.

Permanent Relocation/displacement anticipated? ☐ Yes (Describe plans or see page) ☒ No

17. If assistance to an eligible non-profit organization is proposed, supplemental information must be provided with your application. This information must include:

a. Copy of articles of incorporation attached as page

b. By-laws attached as page

c. Tax exempt status attached as page

d. Current board of directors attached as page

b. Most recent audit and financial report attached as page

c. Civil Rights Certification attached as page

d. Financial Management Certification attached as page

h. Statement from the Corporation Commission that the corporation has not been dissolved and is currently in good standing, attached as page

Arizona Department of Housing

FORM 12
COMMUNITY DEVELOPMENT BLOCK GRANT
NATIONAL OBJECTIVE COMPLIANCE
DEMOGRAPHIC/RACIAL DATA

1. Applicant Name	Gila County	2. Project Name	Owner Occupied Housing Rehabilitation

This form should be used to capture demographic/racial data for CDBG-funded projects.

3. **Demographic/Ethnicity Data**

a) Source of Racial/Demographic Data: Waiting List
b) See page(s): 9-11

Demographic Category	Number/ # 4a)	Percentage/ % 4b)	Hispanic/Latino Ethnicity/# 5a)	Percentage/ % 5b)
Single Race Categories				
White	69	97%	19	27%
Black/African American	0	0	0	0
Asian	0	0	0	0
American Indian/Alaskan Native	2	3%	0	0
Native Hawaiian/Other Pacific Islander	0	0	0	0
Multi-Race Categories:				
American Indian/Alaskan Native & White	0	00	0	0
Asian & White	0	0	0	0
Black/African American & White	0	0	0	0
American Indian/Alaskan Native & Black/African American	0	0	0	0
Other Multi-Racial	0	0	0	0
Non-Hispanic/Latino Ethnicity			52	73%
TOTAL 6)	71	100%	71	100%

Total Hispanic/Latino Ethnicity 7)			19	

For reporting purposes, Hispanic is no longer classified as a race, but as an ethnic category. Thus, those collecting data on race must also ask the individual if he/she considers his/herself to be of Hispanic ethnicity. The Hispanic ethnicity has the potential to span across all races. Those who are White, Black, Asian, Pacific Islanders, American Indian, or Other Multi-Racial may also be counted as being Hispanic.

No	Date	Name	Address	Telephone	Rehab Elig.	Disabled Y/N	Elderly Y/N	Ethnic	%
						Complete this section for rehab only			
1	3/12/2012	Williams, Iva	246 N. Skyline Trail, Miami	928-473-4124	yes	Y	N	W	1
2	3/27/2012	Handy, Carol	112 S. 5th Street, Globe	928-425-4830	no			W	
3	10/12/2012	Werner, Desiree	5550 S. Glendale Ave, Globe	480-309-8215	no			H	
4	11/1/2012	Lopez, Adela	6052 Porto Rico Ave, Miami	928-473-8258	no			H	
5	5/14/2013	Minke, Suzanne	1065 N. Wheatfields #12, Globe	928-200-2172	no			W	
6	5/29/2013	Burkett, Patsy	6206 S. Russell Road, Globe	928-425-8455	no			W	
7	6/13/2013	Martinez, Robert	5885 Van Winkle, Miami	928-200-0470	no			H	
8	10/16/2013	DiSomma, Alan	99 E. Quail Hollow Drive, Globe	928-478-6811	no			W	
9	10/31/2013	**Markman, David(HOLD) 8-6-15**	404 S. Vista Road, Payson	702-782-7059	yes	Y	N	W	1
10									
11	1/2/2014	Newton, Ellen	601 N. Ponderosa Circle #2 Payson	928-472-2222	no			W	
12	1/10/2014	Jones, Billie	5258 Lincoln Way, Globe	928-961-4400	no			W	
13	1/16/2014	Vanes, Tyler	1107 S. McLane Rd Space #25	928-978-5956				W	
14	1/23/2014	Cordero, Angela	115 E. Quail Hollow Dr. Star Valley	602-507-7550	no			W	
15	1/31/2014	Bailey, Michele	4521 N. Pine Creek, Pine AZ	928-899-2564	yes	Y	N	W	1
16	2/10/2014	Barnett, Jacqueline	201 W. Holly Circle, Payson AZ	928-478-6031	no			W	
17	3/5/2014	Thyrion, Patrisha(HOLD 12-15	720 N. Lawrence, Globe	928-961-3665	yes	N	N	H	2
18	4/2/2014	Henson, Rita	7429 N. Paloma Vista, Payson	928-474-4846	yes	N	Y	N	1
19	5/1/2014	Ortiz, Marylou	7946 S. Six Shooter Canyon, Globe	No phone				H	
20	5/5/2014	Lola Jascha	8958 S. Six Shooter Canyon #80	928-310-9357	no	N	N	W	2
21	5/27/2014	Smith, Aaron	8234 E. Abiquice Trial, Globe AZ	480-234-6277	no			W	
22	6/9/2014	Wick, Mary	8200 W. Sepia Road, Payson	928-478-6141	yes	Y	Y	W	2
23	6/13/2014	Parker, Gloria	843 First Ave, Miami AZ 85539	928-701-1646	yes	N	Y	W	2
24	7/3/2014	Logan, Linda	480 S. Rainbow Drive #60 Star	928-472-9785	no	N	Y	W	1
25	12/10/2014	Critzer, Teryl	1025 N. Wheatfields Lot #12	928-961-2921	no			W	
26	1/6/2015	Morgan, Bonnie	1160 W. Frederick Street, Miami	928-701-3075	yes	N	Y	H	2
27	1/14/2015	Boosamra, Daniel	903 E. Granite Dells Road #45	623-302-8972	no			W	
28	1/16/2015	Moltz, Shandelle	1264 E. Montecito Drive #8	928-200-2548				W	
29	1/26/2015	Barnicoat, Tamara	211 S. Franz Ave, Miami	928-961-0043	yes	Y	N	W	1
30									
31									
32									
33									
34									

6

Comments
Rehab/replace
Needs new doors
Needs heating and cooling
Needs ramp
Floor needs repairs
Flooring needs work
Weatherization
Weatherization only rents
Rehab/Weatherization
Weatherization
Inspection needed
Weatherization only
Weatherization only
Rehab
Rental Weatherization only
Rehab
Rehab
repairs
Weatherizaion only
Weatherization/unless name
Either WAP/Rehab
Rehab
Weatherization only
Weatherization only
Weatherization only

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Revised 8/20/2015

*** Demographic Codes**

Race of HH	HH Type (Select ALL that apply)
11- White 12- Black/African American 13- Asian	1- Single, Non-Elderly
14- American Indian or Alaskan Native	2- Elderly (62+)
15- Native Hawaiian or other Pacific Islander	3- Single Parent
16- American Indian or Alaskan Native & White	4- Two parent
17- Asian & White 18- African American & White	5- Not Related
19- American Indian or Alaskan Native & Black	6- Female Head of House
20- Other Multi-racial	7- Disabled

DP05 | ACS DEMOGRAPHIC AND HOUSING ESTIMATES

2008-2012 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Gila County, Arizona			
	Estimate	Margin of Error	Percent	Percent Margin of Error
SEX AND AGE				
Total population	53,436	*****	53,436	(X)
Male	26,751	+/-151	50.1%	+/-0.3
Female	26,685	+/-151	49.9%	+/-0.3
Under 5 years	3,116	+/-68	5.8%	+/-0.1
5 to 9 years	3,096	+/-354	5.8%	+/-0.7
10 to 14 years	3,089	+/-368	5.8%	+/-0.7
15 to 19 years	3,257	+/-222	6.1%	+/-0.4
20 to 24 years	2,513	+/-252	4.7%	+/-0.5
25 to 34 years	4,669	+/-251	8.7%	+/-0.5
35 to 44 years	5,081	+/-49	9.5%	+/-0.1
45 to 54 years	7,372	+/-74	13.8%	+/-0.1
55 to 59 years	4,248	+/-415	7.9%	+/-0.8
60 to 64 years	4,541	+/-381	8.5%	+/-0.7
65 to 74 years	7,355	+/-77	13.8%	+/-0.1
75 to 84 years	3,604	+/-267	6.7%	+/-0.5
85 years and over	1,495	+/-252	2.8%	+/-0.5
Median age (years)	47.8	+/-0.3	(X)	(X)
18 years and over	42,053	+/-102	78.7%	+/-0.2
21 years and over	40,413	+/-297	75.6%	+/-0.6
62 years and over	15,174	+/-345	28.4%	+/-0.6
65 years and over	12,454	+/-37	23.3%	+/-0.1
18 years and over	42,053	+/-102	42,053	(X)
Male	20,790	+/-129	49.4%	+/-0.2
Female	21,263	+/-72	50.6%	+/-0.2
65 years and over	12,454	+/-37	12,454	(X)
Male	5,969	+/-35	47.9%	+/-0.2
Female	6,485	+/-17	52.1%	+/-0.2
RACE				
Total population	53,436	*****	53,436	(X)

Subject	Gila County, Arizona			
	Estimate	Margin of Error	Percent	Percent Margin of Error
One race	52,210	+/-323	97.7%	+/-0.6
Two or more races	1,226	+/-323	2.3%	+/-0.6
One race	52,210	+/-323	97.7%	+/-0.6
White	42,288	+/-482	79.1%	+/-0.9
Black or African American	238	+/-41	0.4%	+/-0.1
American Indian and Alaska Native	7,831	+/-171	14.7%	+/-0.3
Cherokee tribal grouping	15	+/-19	0.0%	+/-0.1
Chippewa tribal grouping	0	+/-31	0.0%	+/-0.1
Navajo tribal grouping	512	+/-239	1.0%	+/-0.4
Sioux tribal grouping	4	+/-9	0.0%	+/-0.1
Asian	140	+/-105	0.3%	+/-0.2
Asian Indian	0	+/-31	0.0%	+/-0.1
Chinese	37	+/-53	0.1%	+/-0.1
Filipino	94	+/-87	0.2%	+/-0.2
Japanese	0	+/-31	0.0%	+/-0.1
Korean	0	+/-31	0.0%	+/-0.1
Vietnamese	8	+/-15	0.0%	+/-0.1
Other Asian	1	+/-3	0.0%	+/-0.1
Native Hawaiian and Other Pacific Islander	26	+/-26	0.0%	+/-0.1
Native Hawaiian	15	+/-23	0.0%	+/-0.1
Guamanian or Chamorro	0	+/-31	0.0%	+/-0.1
Samoan	0	+/-31	0.0%	+/-0.1
Other Pacific Islander	11	+/-14	0.0%	+/-0.1
Some other race	1,687	+/-413	3.2%	+/-0.8
Two or more races	1,226	+/-323	2.3%	+/-0.6
White and Black or African American	103	+/-57	0.2%	+/-0.1
White and American Indian and Alaska Native	383	+/-203	0.7%	+/-0.4
White and Asian	290	+/-130	0.5%	+/-0.2
Black or African American and American Indian and Alaska Native	24	+/-25	0.0%	+/-0.1
Race alone or in combination with one or more other races				
Total population	53,436	*****	53,436	(X)
White	43,479	+/-443	81.4%	+/-0.8
Black or African American	463	+/-106	0.9%	+/-0.2
American Indian and Alaska Native	8,340	+/-195	15.6%	+/-0.4
Asian	452	+/-74	0.8%	+/-0.1
Native Hawaiian and Other Pacific Islander	34	+/-29	0.1%	+/-0.1
Some other race	2,001	+/-451	3.7%	+/-0.8
HISPANIC OR LATINO AND RACE				
Total population	53,436	*****	53,436	(X)
Hispanic or Latino (of any race)	9,612	*****	18.0%	*****
Mexican	8,505	+/-320	15.9%	+/-0.6
Puerto Rican	71	+/-98	0.1%	+/-0.2
Cuban	22	+/-29	0.0%	+/-0.1
Other Hispanic or Latino	1,014	+/-334	1.9%	+/-0.6
Not Hispanic or Latino	43,824	*****	82.0%	*****
White alone	35,059	+/-46	65.6%	+/-0.1
Black or African American alone	238	+/-41	0.4%	+/-0.1
American Indian and Alaska Native alone	7,734	+/-164	14.5%	+/-0.3
Asian alone	139	+/-105	0.3%	+/-0.2
Native Hawaiian and Other Pacific Islander alone	26	+/-26	0.0%	+/-0.1
Some other race alone	30	+/-46	0.1%	+/-0.1
Two or more races	598	+/-195	1.1%	+/-0.4
Two races including Some other race	0	+/-31	0.0%	+/-0.1
Two races excluding Some other race, and Three or more races	598	+/-195	1.1%	+/-0.4

Subject	Gila County, Arizona			
	Estimate	Margin of Error	Percent	Percent Margin of Error
Total housing units	32,644	+/-106	(X)	(X)

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

The ACS questions on Hispanic origin and race were revised in 2008 to make them consistent with the Census 2010 question wording. Any changes in estimates for 2008 and beyond may be due to demographic changes, as well as factors including questionnaire changes, differences in ACS population controls, and methodological differences in the population estimates, and therefore should be used with caution. For a summary of questionnaire changes see http://www.census.gov/acs/www/methodology/questionnaire_changes/. For more information about changes in the estimates see http://www.census.gov/population/hispanic/files/acs08researchnote.pdf.

For more information on understanding race and Hispanic origin data, please see the Census 2010 Brief entitled, Overview of Race and Hispanic Origin: 2010, issued March 2011. (pdf format)

While the 2008-2012 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2008-2012 American Community Survey

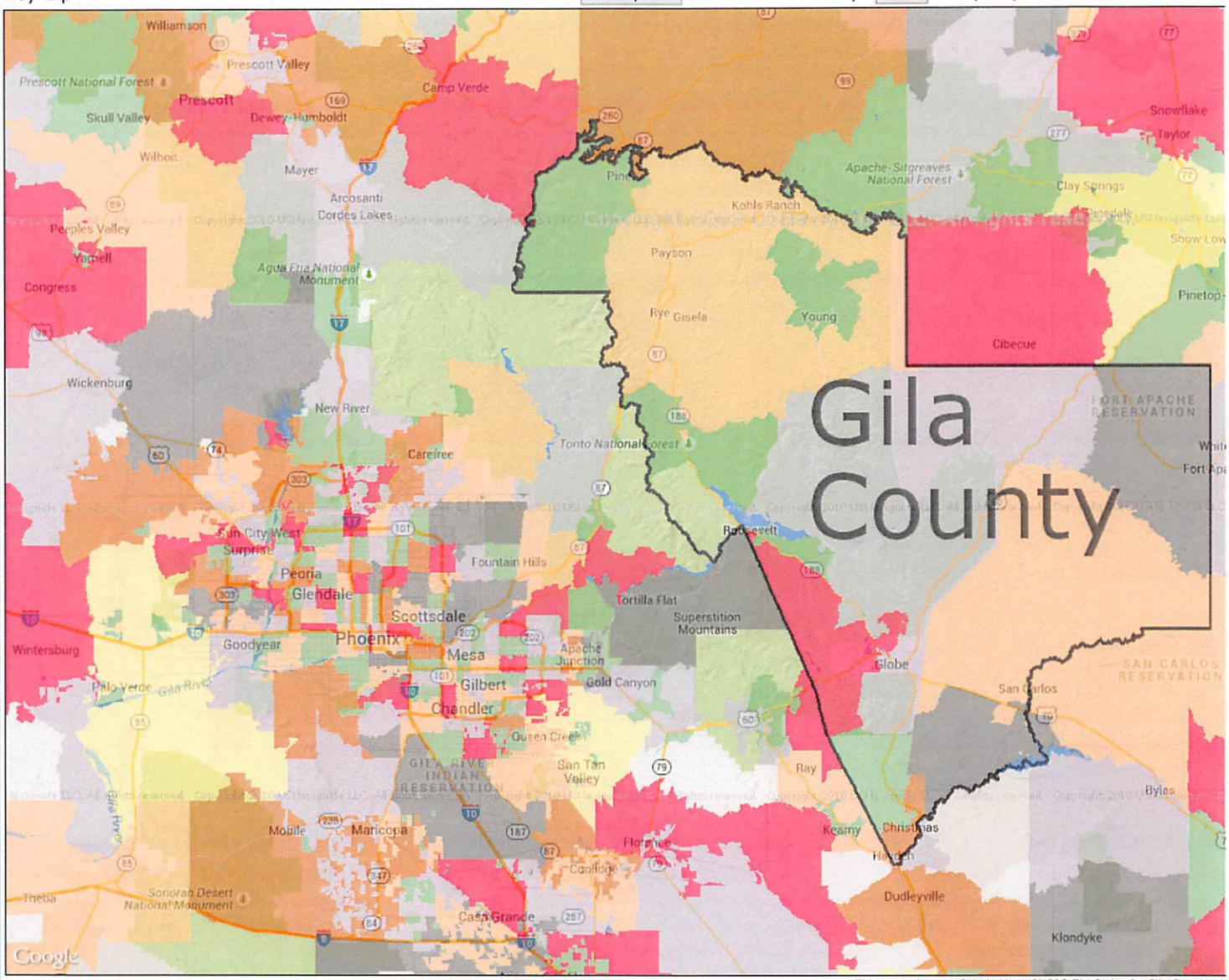
Explanation of Symbols:

1. An '**' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '***' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '******' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.

People QuickFacts	Gila County	Arizona
Population. 2013 estimate	53.053	6.626.624
Population. 2010 (April 1) estimates base	53.597	6.392.015
Population. percent change. April 1. 2010 to July 1. 2013	-1.0%	3.7%
Population. 2010	53.597	6.392.017
Persons under 5 years. percent. 2013	5.7%	6.5%
Persons under 18 years. percent. 2013	20.4%	24.4%
Persons 65 years and over. percent. 2013	25.8%	15.4%
Female persons. percent. 2013	50.4%	50.3%
White alone. percent. 2013 (a)	80.6%	84.0%
Black or African American alone. percent. 2013 (a)	0.8%	4.6%
American Indian and Alaska Native alone. percent. 2013 (a)	16.2%	5.3%
Asian alone. percent. 2013 (a)	0.7%	3.2%
Native Hawaiian and Other Pacific Islander alone. percent. 2013 (a)	0.1%	0.3%
Two or More Races. percent. 2013	1.6%	2.6%
Hispanic or Latino. percent. 2013 (b)	18.5%	30.3%
White alone. not Hispanic or Latino. percent. 2013	63.8%	56.7%
Living in same house 1 year & over. percent. 2009-2013	88.3%	80.4%
Foreign born persons. percent. 2009-2013	3.4%	13.4%
Language other than English spoken at home. pct age 5+. 2009-2013	14.4%	26.8%
High school graduate or higher. percent of persons age 25+. 2009-2013	84.3%	85.7%
Bachelor's degree or higher. percent of persons age 25+. 2009-2013	16.1%	26.9%
Veterans. 2009-2013	6.166	522.382
Mean travel time to work (minutes). workers age 16+. 2009-2013	20.8	24.6
Housing units. 2013	32.947	2.892.325
Homeownership rate. 2009-2013	75.8%	64.4%
Housing units in multi-unit structures. percent. 2009-2013	5.2%	20.7%
Median value of owner-occupied housing units. 2009-2013	$134.000	$165.100
Households. 2009-2013	20.601	2.370.289
Persons per household. 2009-2013	2.54	2.67
Per capita money income in past 12 months (2013 dollars). 2009-2013	$20.792	$25.358
Median household income. 2009-2013	$39.954	$49.774
Persons below poverty level. percent. 2009-2013	21.6%	17.9%
Business QuickFacts	Gila County	Arizona
Private nonfarm establishments. 2012	1.016	131.375
Private nonfarm employment. 2012	11.413	2.134.252
Private nonfarm employment. percent change. 2011-2012	0.0%	1.2%
Nonemployer establishments. 2012	3.497	413.571
Total number of firms. 2007	5.250	491.529
Black-owned firms. percent. 2007	F	2.0%
American Indian- and Alaska Native-owned firms. percent. 2007	4.3%	1.9%
Asian-owned firms. percent. 2007	S	3.3%
Native Hawaiian and Other Pacific Islander-owned firms. percent. 2007	F	S
Hispanic-owned firms. percent. 2007	S	10.7%
Women-owned firms. percent. 2007	28.7%	28.1%
Manufacturers shipments. 2007 ($1000)	0	57.977.827
Merchant wholesaler sales. 2007 ($1000)	D	57.573.459
Retail sales. 2007 ($1000)	550.763	86.758.801
Retail sales per capita. 2007	$10.545	$13.637
Accommodation and food services sales. 2007 ($1000)	106.693	13.268.514

Building permits. 2012	51	21.726
Geography QuickFacts	Gila County	Arizona
Land area in square miles. 2010	4.757.93	113.594.08
Persons per square mile. 2010	11.3	56.3
FIPS Code	7	4
Metropolitan or Micropolitan Statistical Area	Payson. AZ Micro Area	
(a) Includes persons reporting only one race.		
(b) Hispanics may be of any race. so also are included in applicable race categories.		
FN: Footnote on this item for this area in place of data		
NA: Not available		
D: Suppressed to avoid disclosure of confidential information		
X: Not applicable		
S: Suppressed; does not meet publication standards		
Z: Value greater than zero but less than half unit of measure shown		
F: Fewer than 100 firms		
Source: US Census Bureau State & County QuickFacts		

Key Zip or Address Find Zipcode or click on the map. Clear ✔ Zip Layer



This page shows a Google Map of USPS Zip Codes for Gila County, A
Users can easily view the boundaries of each Zip Code and the county a

Index Instructions Privacy Policy The New Maps

Gila County, Arizona Zip Code Polygon Map Version 3.1 Copyright © 1996-2014 John Coryat -

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MAP DATES

This FIRM index displays the map dates for each FIRM panel at the time that this index was printed. Because this index may not be distributed to unaffected communities in subsequent revisions, users may determine the most current map date for each FIRM panel by visiting the FEMA Map Service Center website at http://msc.fema.gov or by calling the Map Service Center at 1-800-358-9616.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be ordered directly from the Map Service Center at the number listed above.

FIRM Panel Dates For Printed Panels of Gila County, AZ (All Jurisdictions)

Panel	Effective Date	Panel	Effective Date	Panel	Effective Date	Panel	Effective Date
0043D	December 4, 2007	0284D	December 4, 2007	1208D	December 4, 2007	2116D	December 4, 2007
0044D	December 4, 2007	0287D	December 4, 2007	1209D	December 4, 2007	2118D	December 4, 2007
0045D	December 4, 2007	0289D	December 4, 2007	1216D	December 4, 2007	2119D	December 4, 2007
0051D	December 4, 2007	0425D	December 4, 2007	1217D	December 4, 2007	2150D	December 4, 2007
0052D	December 4, 2007	0427D	December 4, 2007	1214D	December 4, 2007	[illegible]	December 4, 2007
0063D	December 4, 2007	0432D	December 4, 2007	1232D	December 4, 2007	2307D	December 4, 2007
0064D	December 4, 2007	0451D	December 4, 2007	1352D	December 4, 2007	2330D	December 4, 2007
0067D	December 4, 2007	0518D	December 4, 2007	1358D	December 4, 2007	2423D	December 4, 2007
0068D	December 4, 2007	0606D	December 4, 2007	1370D	December 4, 2007	2450D	December 4, 2007
0212D	December 4, 2007	0803D	December 4, 2007	1375D	December 4, 2007	2475D	December 4, 2007
0220D	December 4, 2007	0808D	December 4, 2007	1548D	December 4, 2007	2500D	December 4, 2007
0228D	December 4, 2007	0609D	December 4, 2007	1592D	December 4, 2007	2332D	December 4, 2007
0219D	December 4, 2007	0681D	December 4, 2007	1827D	December 4, 2007	2330D	December 4, 2007
0221D	December 4, 2007	0676D	December 4, 2007	1851D	December 4, 2007	2351D	December 4, 2007
0232D	December 4, 2007	0677D	December 4, 2007	2094D	December 4, 2007	2352D	December 4, 2007
0235D	December 4, 2007	0679D	December 4, 2007	2103D	December 4, 2007	2357D	December 4, 2007
0239D	December 4, 2007	0681D	December 4, 2007	2101D	December 4, 2007	2554D	December 4, 2007
0240D	December 4, 2007	0681D	December 4, 2007	2103D	December 4, 2007	2575D	December 4, 2007
0244D	December 4, 2007	0914D	December 4, 2007	2154D	December 4, 2007	2581D	December 4, 2007
0245D	December 4, 2007	0918D	December 4, 2007	2111D	December 4, 2007	2582D	December 4, 2007
0252D	December 4, 2007	0925D	December 4, 2007	2112D	December 4, 2007		
0279D	December 4, 2007	1232D	December 4, 2007	2113D	December 4, 2007		
0278D	December 4, 2007	1206D	December 4, 2007	2114D	December 4, 2007		

MAP REPOSITORIES

(Maps available for reference only, not for distribution.)

GILA COUNTY
(UNINCORPORATED AREAS)
Assessor's Office
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

TOWN OF STAR VALLEY
303 N. Beeline Highway
Payson, AZ 85541

CITY OF GLOBE
150 North Pine Street
Globe, AZ 85501

TOWN OF HAYDEN
520 Velasco Ave
Hayden AZ 85235

TOWN OF MIAMI
500 Sullivan Street
Miami, AZ 85539

TOWN OF PAYSON
303 N. Beeline Highway
Payson, AZ 85541

TOWN OF WINKELMAN
1360 N. Broad
Winkelman, AZ 85292

* PANEL NOT PRINTED - AREA IN ZONE D

* PANEL NOT PRINTED - NO SPECIAL FLOOD HAZARD AREAS

** PANEL NOT PRINTED - AREA OUTSIDE COUNTY BOUNDARY

LISTING OF COMMUNITIES

COMMUNITY NAME	COMMUNITY NUMBER	LOCATED ON PANEL(S)	INITIAL NFIP MAP DATE	INITIAL FIRM DATE	MOST RECENT FIRM PANEL DATE
GILA COUNTY (UNINCORPORATED AREAS)	040028	[illegible]	NOVEMBER 01, 1974	SEPTEMBER 27, 1985	DECEMBER 4, 2007
GLOBE, CITY OF	040029	2112, 2114, 2116, 2117*, 2118, 2119, 2150, 2307, 2329*, 2330	MAY 24, 1974	MAY 1, 1980	DECEMBER 4, 2007
HAYDEN, TOWN OF	040104	2580, 2581, 2582	APRIL 23, 1976	SEPTEMBER 14, 1979	DECEMBER 4, 2007
MIAMI, TOWN OF	040030	2114, 2115	JUNE 28, 1974	MAY 1, 1980	DECEMBER 4, 2007
PAYSON, TOWN OF	040127	2232, 0240, 0244, 0246, 0428, 0427*, 0428*, 0429*, 0431*, 0432, 0433*, 0434*	JANUARY 24, 1975	MARCH 18, 1980	DECEMBER 4, 2007
STAR VALLEY, TOWN OF	040823	0244, 0268*, 0433, 0451, 0452*	DECEMBER 4, 2007	DECEMBER 4, 2007	DECEMBER 4, 2007
WINKELMAN, TOWN OF	040031	2582	JANUARY 23, 1974	SEPTEMBER 14, 1979	DECEMBER 4, 2007

*PANEL NOT PRINTED

NOTE TO USER

Future revisions to this FIRM index will only be issued to communities that are located on FIRM panels being revised. This FIRM index therefore remains valid for FIRM panels dated December 4, 2007 or earlier. Please refer to the "MOST RECENT FIRM PANEL DATE" column in the Listing of Communities table to determine the most recent FIRM index date for each community.

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

MAP INDEX

FIRM

FLOOD INSURANCE RATE MAP

GILA COUNTY, ARIZONA

AND INCORPORATED AREAS

(SEE LISTING OF COMMUNITIES TABLE)

MAP INDEX

PANELS PRINTED: [illegible]

MAP NUMBER
04007CIND0A

EFFECTIVE DATE
DECEMBER 4, 2007

Federal Emergency Management Agency

81

Arizona Department of Housing

FORM 14
NATIONAL OBJECTIVE COMPLIANCE
LIMITED CLIENTELE LOW MOD INCOME BENEFIT

1. **Applicant: Gila County**

2. **Activity Name: Owner Occupied Housing Rehab**

LIMITED CLIENTELE LOW MOD INCOME BENEFIT

3. Type of clientele or activity (check as many as apply to your activity). Indicate the type of low and moderate income groups to be served and the number in each group. Ensure that at least 51% of the total estimated persons to be served are represented below.

a. Total Persons to be Served: **2**

b. Total Low and Moderate Income Persons to be Served: **2** (Note the type below)

Check Categories Applicable to the Project	Type of Persons	Number
☐	1) Abused Children	
☐	2) Battered Spouses	
☐	3) Elderly Persons (62 and older)	
☐	4) Homeless Persons	
☐	5) Illiterate Persons	
☐	6) Migrant Farm Workers	
☐	7) Adults w/Severe Disabilities*	
☐	8) Persons Living with AIDS	
☒	9) Persons earning 80% or less of median income and not included in other groups listed above.	

c. Percentage of Low/Moderate Income to be Served: 100% (b ÷ a)

d. The source of the data in a. and b: Pre-Application Forms(or attached as page)

* See Instructions for definition of Adults with Disabilities

Gila County Housing Services

Pre-Application Form

Rehab

Please **PRINT** all information

Date: 1/31/14

First Name: Michele **MI:** K. **Last Name:** Bailey

Home Address: 4521 N. Pine Creek Canyon Rd, Pine, AZ 85544
Street City State/ Zip Code

Mailing Address: P.O. Box 1811, Pine, AZ 85544
Street City State Zip Code

Telephone Number: _____ Cell#: (928) 899-2564 Message#: _____

Age of Head of Household: 56½

Gender of Head of Household: ☐ Male ☑ Female

Number of persons in household: 1 Adults 0 Children

Is anyone living in the home disabled? ☑ Yes ☐ No

Ethnicity: **Please mark one**

- ☑ 11 White
- ☐ 12 Black/African American
- ☐ 13 Asian
- ☐ 14 American Indian or Alaskan Native
- ☐ 15 Native Hawaiian or Other Pacific Islander
- ☐ 16 American Indian or Alaskan Native & White
- ☐ 17 Asian and White
- ☐ 18 African American & White
- ☐ 19 American Indian or Alaskan Native & Black
- ☐ 20 Other Multi-Racial

Hispanic? ☐ Yes ☑ No

---

1. **Type of Home:** ☑ house ☐ mobile home ☐ travel trailer ☐ Other _____
2. **Is the home listed for sale at this time?** ☐ Yes ☑ No
3. **Do you have a deed/title to the home and property in your name only?** ☑ Yes ☑ No - my Name & Mortgage Lender Also
4. **Do you have total loss/fire coverage insurance on your home/property?** ☑ Yes ☐ No
5. **Are your property taxes paid up to date?** ☑ Yes ☐ No

   If No, explain: _____

6. **Age of home:** 30 yrs **Square Footage:** @ 750 **# of Bedrooms:** 2

Continued on reverse side

7. List all household members' Monthly Income (Gross amount - before taxes and deductions):

Source: Social Security Amount: $ 968.00 mo

Source: _____ Amount: $ _____

Source: _____ Amount: $ _____

Source: _____ Amount: $ _____

TOTAL Monthly Amount: $ 968.00 mo

8. Is there a health or safety emergency at this time? ☑ Yes ☐ No

Explain: Large Crack in Floor Slab, Cement Blocks missing from foundation-dirt pack interior eroding.

9. What type of home repair(s) do you need?

Total home rehabilitation - painting, staining, possibly siding, sliding glass door replacement, many repairs and weatherization check.

10. Have you received housing rehabilitation from Gila County in the past? ☐ Yes ☑ No

if yes, when/explain? _____

I authorize Gila County Housing Services (GCHS) to contact any source necessary to establish the accuracy of the information on this form. Housing Services will use the information only in the administration on any assistance. GCHS will not release this information to any person or agency outside of GCHS or its agents. Under penalty of perjury and acknowledged by my signature below, I swear and affirm that all information on this form is true and correct to the best of my knowledge.

Signature: Michele K Bailey **Date:** 1-31-14

When complete return this form to:

Gila County Housing Services
5515 S. Apache Ave., Suite 200
Globe, Arizona 85501

Phone: (928) 425-7631
Fax: (928) 425-9468
Toll Free: 800-304-4452, Ext.8650

Called 1-16-15 et left message.
Called 1-28-15 et left message

Gila County Housing Services

Pre-Application Form

Never sent paperwork

Please **PRINT** all information

Date: 10/31/2013

First Name: David **MI:** B **Last Name:** Markman

Home Address: 404 South Vista Rd. (Street) Payson (City) Az (State) 85541 (Zip Code)

Mailing Address: Same (Street) (City) (State) (Zip Code)

Telephone Number: 702 782-7059 **Cell#:** 702 782-7059 **Message#:**

Age of Head of Household: Self 53

Gender of Head of Household: [X] Male [ ] Female

Number of persons in household: 1 Adults 0 Children

Is anyone living in the home disabled? [X] Yes [ ] No

Ethnicity: ~~Please mark one~~

[X] 11 White
[ ] 12 Black/African American
[ ] 13 Asian
[ ] 14 American Indian or Alaskan Native
[ ] 15 Native Hawaiian or Other Pacific Islander
[ ] 16 American Indian or Alaskan Native & White
[ ] 17 Asian and White
[ ] 18 African American & White
[ ] 19 American Indian or Alaskan Native & Black
[ ] 20 Other Multi-Racial

Hispanic? [ ] Yes [X] No

---

1. **Type of Home:** [ ] house [X] mobile home [ ] travel trailer [ ] Other
2. **Is the home listed for sale at this time?** [ ] Yes [X] No
3. **Do you have a deed/title to the home and property in your name only?** [X] Yes [ ] No
4. **Do you have total loss/fire coverage insurance on your home/property?** [X] Yes [ ] No
5. **Are your property taxes paid up to date?** [X] Yes [ ] No

   If No, explain:

6. **Age of home:** 40 yrs **Square Footage:** 1248 **# of Bedrooms:** 2

Continued on reverse side

7. List all household members' Monthly Income (Gross amount - before taxes and deductions):

Source: State Compensation Arizona — Amount: $ 675.51

Source: Payson multipurpose Senior ctr — Amount: $ 274.00

Source: 4hrs weeks — Amount: $

Source: — Amount: $

dude200 Payson@ gmail.c

TOTAL Monthly Amount: $ 949.51

$150.00 Food Stamps

8. Is there a health or safety emergency at this time? [X] Yes [ ] No

Explain: I have congestive heart failure and it gets too cold in the house And the leaking roof has mold in laundry room.

9. What type of home repair(s) do you need?

Winter proofing: The windows let in cold air old single pane w/holes..roof leaks and wall have on insulation..Heater has to run 24/7 to keep house at low 60's

10. Have you received housing rehabilitation from Gila County in the past? [ ] Yes [X] No

if yes, when/explain?

I authorize Gila County Housing Services (GCHS) to contact any source necessary to establish the accuracy of the information on this form. Housing Services will use the information only in the administration on any assistance. GCHS will not release this information to any person or agency outside of GCHS or its agents. Under penalty of perjury and acknowledged by my signature below, I swear and affirm that all information on this form is true and correct to the best of my knowledge.

Signature: [signature] **Date:** 10/31/2013

When complete return this form to:

Gila County Housing Services
5515 S. Apache Ave., Suite 200
Globe, Arizona 85501

Phone: (928) 425-7631
Fax: (928) 425-9468
Toll Free: 800-304-4452, Ext.8650

Arizona Department of Housing

FORM 16 - HR

CDBG - MILESTONES FOR PROJECT PLANNING

HOUSING REHABILITATION

1. Applicant Gila County Housing Services

2. Activity Owner Occupied Housing Rehab

Indicate below the initiation and completion dates for activity milestones (i.e. major events that must be accomplished to initiate and implement the CDBG funded activity). Month one is the first month after the effective date of the contract. If a milestone has already been achieved on an item pre-approved by the CDBG program, please note it.

Milestones ↓ Months →	1 Oct '15	2 Nov '15	3 Dec '15	4 Jan '16	5 Feb '16	6 Mar '16	7 Apr '16	8 May '16	9 Jun '16	10 Jul '16	11 Aug '16	12 Sep '16
General ERR	x	x	x									
Marketing	x	x	x									
Quarterly Progress Reports				1-15-16	x	x	4-15-16	x	x	8-15-16	x	x
Request for Payment (at least quarterly)				1-15-16	~	x	4-15-16	x	x	8-15-16	x	x
House(s) #1 & 2												
ERR (Appendix A)	x	x	x	1-5-16								
Initial Inspection & Work write-ups	x	x	12-15-16	x								
Procurement	x	x	x	x	2-15-16							
Construction & Final Inspection					x	x	x	5-15-16				
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												

24

House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
Milestones↓ Months →	13 Oct '16	14 Nov '16	15 Dec '16	16 Jan '17	17 Feb '17	18 Mar '17	19	20	21	22	23	24
Marketing												
Quarterly Progress Reports	1-15-16											
Request for Payment (at least quarterly)	1-15-16											
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												

25

ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
CLOSEOUT												
Milestones ↓ Months →	25	26	27	28	29	30	31	32	33	34	35	36
Marketing												
Quarterly Progress Reports												
Request for Payment (at least quarterly)												
House(s) #												

29

ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House(s) #												
ERR (Appendix A)												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
CLOSEOUT		11-15-16										

Arizona Department of Housing

CERTIFICATIONS

APPLICANT CERTIFICATIONS FOR FFY 2015

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
   a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
   b. Is authorized and consents on behalf of the applicant and him(her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.

11. It will comply with
    a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
    b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.
    c. Section 109 of the Housing and Community Development Act of 1974.
    d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
    e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
    f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
    g. Federal Fair Housing Act of 1988, P.L. 100-430.
    h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
    i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.

12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
13. The Applicant certifies that there was no participation in any aspect or manner of the due diligence, compilation, preparation, or submission process relating to this Application, or the project that is the subject of this Application, by any person(s) or entity(ies) in violation of applicable State of Arizona (such as those found at A.R.S. §§ 38-501 - 38-511) or federal (such as those found at 24 CFR 92.365 relating to the administration of HOME funds or 24 CFR 570.611 relating to the administration of CDBG funds) conflict of interest laws . Should ADOH determine that such a conflict exists; the Application will be discontinued from consideration of the award at issue. Further, violations of any other applicable state or federal law will similarly result in disqualification of the Application from consideration of said award. Applicant further certifies It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.

19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless:**
    a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
    b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
    a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:

Signature of Mayor or Chair of County Board

9/1/2015
Date

Michael A. Pastor, Chairman, Gila County Board of Supervisors
Typed Name of Mayor or Chair of County Board

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in the application that includes administration funds and other general items such as public participation, resolutions, etc.

RESOLUTION NO. 15-02-01

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR (FY) 2013/14 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), STATE SPECIAL PROJECTS, AND A FUTURE APPLICATION FOR REGIONAL ACCOUNT (RA) FUNDS, CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE CDBG PROGRAM; AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the CDBG program; and

WHEREAS, the activities outlined within this application address the community's low and moderate income population housing needs; and

WHEREAS, recipients of funds from the CDBG program are required to comply with the program guidelines, and state and federal statutes and regulations.

THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes an application to be made to the State of Arizona, Department of Housing for FY 2013/2014 Community Development Block Grant, State Special Projects, and Regional Account program funds; authorizes its Chairman to sign the application and contract or grant documents for receipt and use of these funds for owner occupied housing rehabilitation; and 3) authorizes its Chairman to take all actions necessary to implement and complete the activities submitted in said application; and

BE IT FURTHER RESOLVED that the Gila County Board of Supervisors will comply with all Community Development Block Grant program guidelines; state and federal statutes and regulations applicable to the Community Development Block Grant program; and the certifications contained in this application.

PASSED AND ADOPTED this 17th day of February 2015, at Globe, Gila County, Arizona

Attest:

Marian Sheppard, Clerk

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers
Deputy County Attorney/Civil Bureau Chief

RESOLUTION NO. 15-02-02

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE ADOPTION OF OWNER-OCCUPIED HOUSING REHABILITATION GUIDELINES DATED APRIL 5, 2006, IN RELATION TO AN APPLICATION FOR FISCAL YEAR (FY) 2013/2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STATE SPECIAL PROJECT ACCOUNT AND FISCAL YEAR 2015 REGIONAL ACCOUNT PROGRAM FUNDS FOR AN OWNER OCCUPIED HOUSING REHABILITATION ACTIVITY.

WHEREAS, Gila County is desirous of undertaking an owner-occupied housing rehabilitation program; and

WHEREAS, this program is funded with CDBG and State Special Project Account program funds provided by the State of Arizona; and

WHEREAS, the CDBG and State Special Project Account program requires that every local government requesting SHF funds for housing rehabilitation adopt specific guidelines for such a program; and

WHEREAS, Gila County has developed such Owner-Occupied Housing Rehabilitation Guidelines (OOHRGs) dated April 5, 2006, which have been pre-approved by the CDBG program.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby adopts such OOHRGs dated April 5, 2006, in order to implement its housing rehabilitation program that will be funded through its applications for FY 2013/14 CDBG State Special Project Account and FY 2015 Regional Account program funds; and

BE IT FURTHER RESOLVED that Gila County shall utilize such OOHRGs, without revisions except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the CDBG and State Special Project Account program's CD-1 form, with such revisions submitted to the CDBG and State Special Project Account program within a maximum of 10 working days of authorization.

PASSED AND ADOPTED this 17th day of February 2015, at Globe, Gila County, Arizona

Attest:

Laurie J Kline for

Marian Sheppard, Clerk

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers

Bryan Chambers
Deputy County Attorney/Civil Bureau Chief

RESOLUTION NO. 15-02-03

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ADOPTING A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR FY 2015-2016, AS REQUIRED UNDER SECTION 104(d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 AS AMENDED.

WHEREAS, Section 104(d) of the Housing and Community Development Act of 1974, as amended, and implementing regulations require that each applicant for Community Development Block Grant funds must adopt, make public and certify that it is following a residential anti-displacement and relocation assistance plan; and

WHEREAS, Gila County is submitting an application to the Arizona Department of Housing for Community Development Block Grant (CDBG) and State Special Project funds.

NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors does hereby adopt the Residential Anti-displacement and Relocation Assistance Plan as described below.

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN
The County of Gila will replace all occupied and vacant occupy-able low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974 as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the County of Gila will make public and submit to the Arizona Department of Housing the following information in writing:

1. A description of the proposed activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as LM dwelling units as a direct result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a LM dwelling unit for at least 10 years from the date of initial occupancy.
7. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan (CP).

Gila County Housing Services will provide relocation assistance, as described in the ACT and implementing regulations, to each LM household displaced by demolition of housing or by the conversion of a LM dwelling unit to another use as a direct result of assisted activities.

PASSED AND ADOPTED this 17th day of February 2015, at Globe, Gila County, Arizona

Attest:

Laurie Kline for:

Marian Sheppard, Clerk

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

Approved as to form:

Bryan Chambers, Deputy County Attorney/
Civil Bureau Chief

County Attorney Comment

March 23, 2016

To: Gila County Board of Supervisors

From: Gila County Attorney's Office

Re: April 5, 2016 Agenda Item Number 3688 (CDGB)

The county attorney's office cannot approve this agreement as to form inasmuch as Section 23 of the agreement, titled "CANCELLATION," doesn't fairly state the law.

A.R.S. § 38-511(F) is an unusual statute in that it expressly provides that notice of the statute shall be included in every contract to which the state or county is a party: "*Notice of this section shall be included in every contract to which the state, its political subdivisions, or any of the departments or agencies of either is a party*." (Emphasis added.)

A.R.S. § 38-511(A) states: "The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

The plain language of the statute grants the right of cancellation to the state *or* the county to cancel the contract under certain circumstances, however, the contractual provision (section 23), inexplicably, sets out only the state's right to cancel.

ARF-3674 **Consent Agenda Item 4. G.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted For:	Malissa Buzan	Submitted By:	Allison Torres, Case Manager
Department:	Community Services	Division:	Comm. Action Program/Housing Servs.
Fiscal Year:	2015-2016	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2015-June 30, 2016	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Amendment No. One (1) to the 2015-2016 Independent Contractor Agreement Contract No. 07012015-16 with Arizona Community Action Association (ACAA).

Background Information

ACAA is a 501 (c) (3) non profit agency created in 1967 to address poverty across Arizona. Through a collaboration of nearly 300 organizations and individuals, ACAA develops and implements strategies to address and ultimately eliminate poverty.

The Community Action Program launched in 1964 as part of President Lyndon B. Johnson's Economic Opportunity Act to fight poverty by empowering the poor.

Original Independent Contractor Agreement No. 07012014-15 was approved by the Board of Supervisors on June 23, 2015.

Evaluation

Amendment No. One (1) to the 2015-2016 Independent Contractor Agreement Contract No. 07012015-16 will administer additional Utility Repair Replacement and Deposit (URRD) funds from ACAA in the amount of $15,000.00 ($13,800.00 for Direct Services and $1,200.00 for Program Delivery) to Gila County CAP to be used to provide weatherization services, utility repair and replacement, and utility deposits to eligible citizens residing in Gila County.

Conclusion

By the Board of Supervisors approving this amendment, Gila County CAP program will receive funding to be used to provide eligible citizens residing in Gila County with services that promote economic self sufficiency.

Recommendation

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

Suggested Motion

Approval of Amendment No. One (1) to the 2015-2016 Independent Contractor Agreement Contract No. 07012015-16 between the Arizona Community Action Association (ACAA) and the Gila County Community Services Division, Community Action Program (CAP), whereby ACAA will administer additional funding in the amount of $15,000, which will be used to provide weatherization services, utility repair and replacement, and utility deposits to eligible citizens residing in Gila County for the period beginning July 1, 2015, through June 30, 2016.

Attachments

Amendment No. One to Contract No. 07012015-16

Contract No. 07012015-16

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

Approval as to Form

Arizona Community Action Association

Amendment No. One (1) to the 2015-2016
Independent Contractor Agreement
Contract No. 07012015-16

The Independent Contract Agreement dated June 23, 2015, between Arizona Community Action Association (ACAA) and **Gila County Community Action Program, A Department of the Gila County Community Services Division** (hereinafter "Contractor") to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

Purpose of the Amendment:

1. To allocate additional Utility Repair Replacement and Deposit (URRD) funds in the amount of **$15,000.00** ($13,800.00 for Direct Services and $1,200.00 for Program Delivery) in order to provide additional assistance to eligible households residing in Gila County.

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources:

URRD Fund Source: Increase direct service amount from $68,464.56 to $82,264.56 and program delivery dollars from $5,953.44 to $7,153.44. The total amount of URRD funding increased from $74,418.00 to $89,418.00.

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. One (1), effective as of the effective date.

CONTRACTOR

Gila County Board of Supervisors

By:_____

Name: Michael A. Pastor

Title: Chairman

Date:_____

Approved as to Form:

By:_____

Name: Jefferson R. Dalton

Title: Deputy Gila County Attorney, Civil Bureau Chief

Date:_____

Address:
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Arizona Community Action Association,
an Arizona nonprofit corporation

By:_____

Name: Cynthia Zwick

Title: Executive Director

Date: 3.11.16

Address:
2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

Arizona Community Action Association

INDEPENDENT CONTRACTOR AGREEMENT
2015-16 Utility Assistance Programs
Contract No. 07012015-16

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **Gila County Community Action Program, A Department of the Gila County Community Services Division** (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation (hereinafter "ACAA").

RECITALS:

A. ACAA is a nonprofit organization that, as part of its mission to promote economic self sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in ***Section 1*** (the "Fund Sources") pursuant to Program Documents (as defined in ***Section 4***).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the contract is $137,834.00.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and Contractor hereby agree as follows:

1. Services and Programs.

1.1 Services. Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in ***Section 1.2***: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in ***Section 2***. ACAA will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow ACAA's instructions as to the result to be achieved. Contractor will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Program Manager"). Contractor may also received instructions from an ACAA employee designated to serve as a liaison between ACAA and Contractor ("Monitor").

1.2 Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the following summary:

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information No credits can be given to accounts.
Utility Repair Replacement Deposit (URRD)	**$68,464.56**	**$5,953.44**	**$74,418.00**	Utility/Appliance Repair or Replacement Utility Deposit	**Refer to Exhibit A**: Utility Repair Replacement Deposit Policy Manual **Refer to Exhibit B**: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status (6/2014 Edition) Agency makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Southwest Gas (SWG) LIEC Bill Assistance Program	**$5,000.00**	**$0**	**$5,000.00**	Utility assistance for SWG customers	**Refer to Exhibit C**: Southwest Gas LIEC Bill Assistance Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. **Of total allocation, $1,250.00 can be used for deposits.** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Home Energy Assistance Fund (HEAF)	**$1,712.70**	**$190.30**	**$1,903.00**	Utility assistance and deposits	**Refer to Exhibit D**: Home Energy Assistance Policy Manual Agency makes guarantees and payments to utility companies. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
HEAF/Tribal	**$6,000.30**	**$666.70**	**$6,667.00**	Utility assistance and deposits for Native Americans living on the reservation.	
APS Crisis Bill Assistance	**$44,861.40**	**$4,984.60**	**$49,846.00**	Utility assistance for APS customers	**Refer to Exhibit E**: APS Crisis Bill Assistance Program Summary ********** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Total:	**$126,038.96**	**$11,795.04**	**$137,834.00**		

The summary above of certain provisions of the Program Documents is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 Program Modification. ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to ***Section 2.2***, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on **July 1, 2015** (the "Effective Date") and ending on **June 30, 2016**.

2.2 Termination. Either ACAA or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will submit an invoice to ACAA for all services Contractor performed during the prior month as required by ***Section 4.*** ACAA will endeavor to review Contractor's invoices and give notice to Contractor of any disallowed items within ten (10) business days after ACAA receives the invoice. ACAA will submit all approved portions of Contractor's invoice to the applicable Fund Sources. Contractor acknowledges and agrees that all invoices are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to ACAA no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the ACAA Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. ACAA may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

3.4 Expenditures. ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate, is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the ACAA Board of Directors. Contractor may request the Advance Request Form through ACAA, if needed.

3.6 Nature of Relationship. As between ACAA and Contractor, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between ACAA and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAA may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. ACAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.

1. *Commercial General Liability – Occurrence Form*

General Aggregate: The policy will have a combined single limit of $2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

15. The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association,*

shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".

b. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

15. *Automobile Liability*

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

Combined Single Limit (CSL) $ 1,000,000

15. The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*

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

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

15. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to ACAA.

3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. ACAA makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish ACAA with certificates of insurance (ACORD form or equivalent approved by ACAA) as required by this Agreement. 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 ACAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to ACAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. Compliance with Terms of Funding. Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources listed in ***Section 1*** pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the documents attached hereto as ***Exhibits A*** through ***F*** and any written policies and procedures that ACAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAA in preparing these reports. In addition, Contractor shall submit monthly reports to ACAA on forms prescribed by ACAA and comply with all other reporting obligations under the Program Documents. Such invoices and reports shall be submitted no later than fifteen (15) days after the end of each month.

4.1 Grant Management System Database (GMS). Contractor will ensure, all fund sources will be directly inputted into the GMS Database system, CAP60, or transferred electronically.

5. Confidential Information.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this ***Section 5*** for the benefit of ACAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAA. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade

secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAA to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to ACAA or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. **Audit and Inspection**. ACAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. **Notices.** All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability**. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to Contractor) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAA, then ACAA reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by ACAA in its sole discretion.

9. **Assignment; Subcontractors**. Contractor may not assign Contractor's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without ACAA's prior written consent, which consent ACAA will not unreasonably withhold ACAA's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum**. This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver**. This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

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

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

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

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."
Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

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

14. **Counterparts; Facsimile**. This Agreement may be executed in counterparts and delivered by facsimile.

[Signature Page Follows]

Arizona Community Action Association

List of Attached Exhibits:

Exhibit A	Utility Repair, Replacement and Deposit Policy Manual Effective July 1, 2015 – June 30, 2016
Exhibit B	Instructions for Verifying Citizenship and Non-Citizen Legal Permanent Resident (LPR) Status (Revised by DES in 6/2014)
Exhibit C	Southwest Gas (SWG) LIEC Bill Assistance Program
Exhibit D	Home Energy Assistance Fund Policy Manual July 1, 2015 – June 30, 2016
Exhibit E	APS Crisis Bill Assistance Program Summary
Exhibit F	Federal Poverty Income Guidelines effective July 1, 2015 – June 30, 2016

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR
Gila County Board of Supervisors

By: _____

Name: Michael A. Pastor

Title: Chairman, Gila County

Date: 6-23-2015

Approved as to Form:

By: _____

Name: Bryan B. Chambers

Title: Deputy County Attorney/Civil Bureau Chief

Date: 6-23-2015

Address:
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Arizona Community Action Association,
an Arizona nonprofit corporation

By: _____

Name: Cynthia Zwick

Title: Executive Director

Date: June 1, 2015

Address:
2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

Exhibit A

Home Energy
Assistance Fund
Aid. Educate. Conserve.

UTILITY REPAIR REPLACEMENT DEPOSIT (URRD)

POLICY MANUAL SFY 2016

Effective: July 1, 2015 – June 30, 2016

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A. PURPOSE OF THE PROGRAM

The Utility Repair, Replacement and Deposit Program (URRD) was established by state law (A.R.S. §46-731) to provide assistance to low income individuals in crisis situations with deposits for utility services and to make needed repairs and/or replacements to **existing** utility related appliances or systems. In January 2007, A.R.S. §46-731 was revised to require abandoned deposits to be administered by a qualified fuel fund entity.

The Arizona Community Action Association (ACAA) administers this program through Community Action Agencies and other partners throughout the State. Utility Repair, Replacement and Deposit assistance may be received only once in a 12 month period and may not exceed **$3,000.00**.

B. TYPES OF ASSISTANCE

1. Deposits for Utility Services:
   Electric
   Gas
   Water
   Telephone

2. Repairs to existing utility-related appliances or systems.

3. Replacements of existing heating or cooling systems, water heaters, space heaters and telephone for owners.

NOTE: **The applicant must be the owner of the appliance or system to be repaired and/or replaced. There must be an existing utility related appliance or system.**

C. GUIDELINES FOR REPAIR/REPLACEMENT*

1. Eligible Appliances	Ineligible Appliances
Water Heaters	Televisions
Cooking Stoves	Radios
Microwaves	VCRs
Furnaces	Hair Dryers
Air Conditioners	Blenders
Telephone	Water Softeners
Evaporative Coolers	Cable TV
Refrigerators	Satellite Receivers
Washers/Dryers	

***Replacement of appliance(s) must have Energy Efficient Star Rating.**

Any appliance repair and/or replacement not listed on the list of eligible appliances, please contact ACAA at (602) 604-0640.

2. **Criteria for distinguishing between a repair and a replacement**

Replacement of utility related appliance shall be limited to instances when repair costs exceed replacement costs, **or** when an appliance is found to be inoperable with repairs. **Replacement will only occur when a crisis has been documented.**

3. **Ownership and Inspection**

Ownership of the appliance or utility system can be determined by:

- Client provides a receipt of purchase, or
- Client signs statement of ownership

Inspection of the needed repair and/or replacement may be completed by a qualified individual of the agency.

4. **Payments**

The client must indicate in writing that repairs or replacements have been made prior to payment to vendor. Contractors shall have procedures in place to ensure this occurs.

Payment for a repair or replacement should be made after the completion of work, inspection and receipt of appropriate documentation, such as an invoice.

D. ELEMENTS OF ELIGIBILITY - URRD

An Eligible Applicant

1. **Must be a US citizen or qualified legal resident. The agency must verify the citizenship and/or immigration status of all applicants.**

Citizenship Verification Requirements

Arizona Revised Statute, Section 46-140.01 requires that local governments verify the identity and citizenship and/or immigration status of persons applying to receive certain public benefits including the Utility Repair, Replacement and Deposit Program. **Please refer to attached exhibit in your contract, Verifying Citizenship and Non-Citizenship Legal Permanent Resident (LPR) Status, which is a list of federally accepted documents you may use to verify applicant citizenship.**

E. INCOME GUIDELINES

A household's total gross **countable income** shall mirror the income documentation guidelines of the LIHEAP program in the state of Arizona.

2015-16 FEDERAL POVERTY INCOME GUIDELINES

MONTHLY INCOME

FAMILY SIZE	200% OF POVERTY
1	*$1,962*
2	*$2,655*
3	*$3,348*
4	*$4,042*
5	*$4,735*
6	*$5,428*
7	*$6,122*
8	*$6,815*
For Each Additional Household Member Add:	***$693***

Figures derived from information dated Thursday, January 22, 2015 of the Federal Register, U.S. Department of Health and Human Services, and Office of the Secretary.

NOTE: Income limits are published annually by the Department of Health and Human Services in the Federal Register. The Poverty Guideline Chart is updated prior to July 1, of each state fiscal year.

F. APPLICATION FORM

The Agency will utilize current intake process and resources which may include but are not limited to the EN005 Application the Home Energy Assistance Fund Grants Management System (GMS) or DES approved application form.

The original copy of the application will be kept with the client's file included with the supporting documentation. The client will be provided with record of application and receipt of assistance.

Agencies administering the program will complete applications for benefits at sites that are geographically accessible to all households in the areas to be served.

Agencies will provide low-income individuals who are physically infirm, the means to submit an application without leaving their residences.

1. ENOO5 Application, GMS System, or DES approved application form.
2. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
3. Documentation on EN005 application and verification of crisis reason in client file.

G. INTERVIEW PROCESS

Agencies are responsible for the application process. This includes but is not limited to:

1. Client Interview
2. Application Completion
3. Documentation
4. Verification
5. Checking for prior URRD assistance within the service area
6. Eligibility Determination.

H. VERIFICATION, DOCUMENTATION AND DECLARATORY STATEMENTS

Each decision of eligibility or ineligibility for URRD benefits must be supported by facts in the applicant's case file. Verification, documentation, and declaratory statements are crucial in completing an application. It allows the worker to collect and support all pertinent information and statements regarding the eligibility of the application.

I. CASE FILE

URRD applications are not submitted to ACAA - **however** the applicant's case file must be maintained at the community agency. The case file must contain the following:

1. A copy of the application for benefits.
2. A copy of income verification for the last 30 days including the date of application.
3. Copies of all household members' identification, social security cards, birth certificates or documentation.
4. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
5. Crisis reason must be documented on application **and** documentation supporting the crisis reason, as outlined in section **J**. **Household must meet one of the crisis reasons to be eligible.**
6. **Copies of all documentation used to verify applicant's citizenship or immigration status. Permanent Resident Cards must be photo copied front and back.**
7. **Client statement indicating in writing that** repairs or replacements have been made and/or completed.

J. CRISIS REASON

A crisis is defined as a situation in which the household has or is experiencing:

- A loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits;
- An unexpected and unplanned expense that caused lack of resources;
- A condition that endangers the health and safety of the household.

K. PERSONS INCLUDED IN THE HOUSEHOLD

A household is defined as an individual/group of individuals who occupy a single-family dwelling for whom energy is purchased in common. All persons living in the household must be included when completing the application:

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of the owner of the home or other boarders is not counted.

Note: Roommates are defined as one or more persons living in the same house paying rent to the landlord outside of the home. This should not be confused with boarders **as all income for roommates is counted**.

L. REFERRALS

When the emergent need includes assistance that cannot be provided through URRD the provider or contracted agencies must provide information about other resources and/or referral to other agencies. Documentation indicating the name of the agencies where the client was referred must be included in the client's case file.

M. POLICY CHANGES & CLARIFICATIONS

Revisions to any policies and procedures will be reviewed and approved by the Program Manager. All revisions will be sent to intake agencies to update their manuals. It will be the workers' responsibility to update their copy of the URRD Manual as revisions are received. Issues regarding policy and/or procedures must be submitted in writing.

N. MONITORING PROCESS

ACAA will be responsible for ensuring that URRD policy and procedures are being followed. ACAA will conduct application and case file reviews during monitoring visits. Any ineligible payments as a result of the monitoring process will be reimbursed to ACAA.

O. COOPERATION

Applicants must cooperate in all aspects of the application process. Applicants must complete and sign an application which includes providing requested information or verification. If the applicant refuses, the application will be denied. The CAP agency will describe the lack of cooperation in the comment section of the application.

UTILITY REPAIR REPLACEMENT AND DEPOSIT (URRD) PROGRAM SUMMARY

CAN PAY:	**Deposits** for utility services (electric, gas, water, telephone) **Repairs** to existing utility related appliances or systems **Replacements** of existing heating or cooling systems, water heaters, space heaters and telephone for owners. The applicant must be the owner of the appliance or system to be repaired and/or replaced ~~(or get the owners approval)~~. There must be an existing utility related appliance or system.
MAXIMUM GRANT AMOUNT:	$2,000.00
SERVICE CODES:	UDE
PROGRAM YEAR:	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA:	URRD requires the applicant to be a U.S. Citizen or Legal Immigrant Status. Household income for the most recent 30 days, including the date of application, must be at or below 200% of the federal poverty guidelines. All income (within the past 30 days, including the date of application) must be verified.
CRISIS:	A crisis is defined as a situation in which the household has or is experiencing one of the following: 1. Sudden loss of income 2. Unexpected expense 3. Health and safety
CLIENT FILES MUST CONTAIN:	1. Application for benefits. 2. Income verification for the most recent 30 days including application date. 3. Copies and verification of all household members' identification, social security cards, birth certificates or documentation. 4. Proof of ownership of appliances or system (receipt or client statement is acceptable). 5. Crisis reason must be documented on application and documentation supporting the crisis reason. 6. Verification of applicant's U.S. Citizenship or legal immigration status. 7. Client statement indicating in writing that repairs or replacements have been made and/or completed.

EXHIBIT B

INSTRUCTIONS FOR VERIFYING CITIZENSHIP AND NON-CITIZEN LEGAL PERMANENT RESIDENT (LPR) STATUS

Definition of U.S. Citizenship

U.S. citizenship is established at birth when an applicant is born in the U.S., its territories, or possessions. U.S. territories or possessions include any of the following:

- American Samoa
- Guam - on or after January 17, 1917
- Northern Mariana Islands-on or after November 4, 1986
- Panama Canal Zone –on or after February 26, 1904
- Puerto Rico - on or after July 1st, 2010 (Senate Bill 1182, Law #191 of 2009)
- Swain Islands
- U.S. Virgin Islands - on or after January 17, 1917

Verification of U.S. Citizenship

TO BE POTENTIALLY ELIGIBLE APPLICANTS WHO DECLARE U.S. CITIZENSHIP OR LEGAL RESIDENT STATUS MUST PROVIDE DOCUMENTATION FOR VERIFYING, WITH THE FOLLOWING EXCEPTIONS:

The following participants are exempt if they are receiving the following services:

- Currently receiving Social Security Disability (SSD)...
- Currently receiving Supplemental Security Income (SSI). This includes participants who move here from another state and are in the process of transferring their SSI benefits to Arizona.
- Currently receiving Medicare (g).
- Eligible in the Deemed Newborn MA category.
- Children in Foster Care assisted under title IV-8 of the Social Security Act. Children who are recipients of Foster Care maintenance or adoption assistance payments under title IV-e.
- Children receiving adoption subsidies.

Note: The participants receiving the service must provide an award letter or documentation as proof of receiving the service. Once the participant is no longer receiving the benefits that meet the exemption criteria they must then provide the proper and approved documentation as described in the section below.

Approved Documentation
Citizenship may be verified using ANY of the documents indicated under sections A, B, C or D immediately below:

A. Primary–Verification Documents

1. A birth certificate showing birth in the U.S., its territories or possessions.

2. Certificate of Birth issued by the Department of State (FS-545 or DPS-1350).

3. U.S. Passport current or expired, except limited passports which are issued for periods of less than 5 years.

4. U.S. Passport Card issued by the United States Citizenship and Immigration Services(USCIS).

5. Certificate of Naturalization (N-550 or N-570).

6. Certificate of U.S. Citizenship (N-560 or N-561).

7. Report of Birth Abroad of a U.S. Citizen (FS-240) issued by the U.S. State Department.

8. U.S. Consular officer's statement.

9. A United States Citizen Identification Card (I-197).

10. Northern Mariana Identification Card (I-873).

11. A tribal enrollment card or Certificate of Indian Blood issued by a federally recognized Indian Tribe that shows that the person is enrolled or affiliated with that tribe.

12. American Indian Card (I-872) issued by USCIS with the classification code KIC. The benefit granting Service Provider shall require the applicant to present a membership card or other tribal document demonstrating membership in an Indian tribe. If the applicant has no document evidencing tribal membership, the benefit granting Service Provider should contact the Indian tribe for verification of membership.

B. Secondary – Verification Documents

1. An identification card for use of Resident Citizen (I-179).

2. U.S. Census record that shows the applicant's name, a U.S. place of birth and the date of birth or the applicant's age when the record was made. It must also indicate a place of birth in the U.S., its Territories or Possessions.

3. Religious record created within three months after birth, showing the participant's date of birth, OR the participant's age when the record was made. It must indicate a place of birth in the U.S. Territories or Possessions.

4. Proof of employment as a U.S. Government Civil Servant before June 1, 1976.

5. Early school records, showing the date of admission, the child's date and place of birth and the names and places of birth of the parents.

6. Adoption finalization papers showing the child's name and place of birth in the U.S., its territories or possessions. (When adoption is not finalized and the State will not release a birth certificate prior to final adoption, a statement from a state approved adoption Service Provider containing the child's name and place of birth may be used. The source of information must be an original birth certificate and must be indicated in the statement).

C. Primary or Secondary Documents Are Not Available

When none of the primary or secondary documents are available, accept any other document that establishes a U.S. place of birth or in some way indicates U.S. Citizenship. These include the following:

1. Certificates of Live Birth signed by a hospital official and parent

2. Medical records created at least five years before applying for services that list a U.S. place of birth (For children under age 16 the documents must be created near the time of birth OR five years prior to the application date. These include: hospital wrist bands, crib cards, or yellow copies of hospital birth certificates indicating birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1).)

3. American Indian Census Records

4. Verification from the U.S. Citizenship and Immigration Services (USCIS). (The documentation **CANNOT** be expired.)

5. Verification from the Social Security Administration, e.g. award letter

6. Verification sent directly to the agency from a local, state or federal bureau of vital records office

7. Legal records showing the applicant's name and place of birth in the U.S., its territories or possessions

8. Department of Homeland Security (DHS), Verification Information System (VIS) response that validates U.S. Citizenship

9. Online data match screen print with the Arizona Department of Vital Records through the AHCCCS Citizenship Verification System

10. Military papers - When verifying military service criteria, the following apply:

- An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers
- Verify active duty status with an original or notarized copy of the applicant's current orders or a military ID card (DD form 2(active))
- A spouse or unwed dependent child of a veteran or active duty non-citizen must provide a document to verify relationship along with military verification requirements
- A stepchild living with the stepparent must provide documents to verify relationship along with military verification requirements

11. Marriage certificate showing marriage to a U.S. male citizen before September 22, 1922

12. Life, health or other insurance record, created at least five years before the application date (Record must indicate a place of birth in the United States)

13. State census records that show the participant's name, a U.S. place of birth, and the date of birth or age of the participant

14. Tribal census records for the Navajo or Seneca tribes (The records must be created at least five years before the application and list a U.S. place of birth.)

15. An official notification of birth registration from a U.S. State's Department of Vital Statistics

16. An amended U.S. public birth record that is amended more than five years from the applicant's birth

17. A statement signed by the physician or midwife who was in attendance at the time of birth

18. The roll of Alaska Natives from the Bureau of Indian Affairs

19. A **current** decision letter from the ADES/Family Assistance Administration that demonstrates eligibility for the Food Stamp or Cash Assistance Programs (The award letter must list the Low Income Home Energy Assistance Program (LIHEAP) applicant as an eligible member of the household and for Short Term Crisis Services (STCS) Program the qualifying child must be listed as an eligible member of the household.)

D. Primary or Secondary Documents Not Obtainable

When the applicant cannot obtain the Primary or Secondary forms of verification they may provide an Affidavit Attesting Citizenship. An Affidavit Attesting Citizenship must meet all of the following requirements:

1. Be completed by a U.S. Citizen who is knowledgeable about the participant's circumstances
2. Be signed by a U.S. Citizen that is not a member of the household
3. Be approved by the Case Manager Supervisor
4. Document the reason for using the affidavit form

Acceptable Copies
Only original or un-tampered copies of required documents are acceptable for verifying citizenship.

Verification of Qualified Non-Citizens

Qualified Non-Citizen Categories

Applicants, who state they are Non-Citizen Legal Residents, must meet at least one of the categories set forth immediately below:

A. Lawful Permanent Resident (LPR)

A lawful permanent resident (LPR) is admitted into the U.S. for permanent residence under the Immigration and Nationality Act (INA). This Non-Citizen Legal Resident is potentially eligible for services when they meet any of the following:

1) They have been continuously lawfully residing in the U.S. and their date of entry is five years in the past or more

2) They entered the U.S. as a Non-Citizen Legal Resident eligible for benefits in another qualified category prior to becoming an LPR

3) They have a military connection

4) They are American Indians born in Canada who possess at least 50 per centum of American Indian Blood. These Non-Citizen Legal Residents are recognized as LPR

These applicants normally have one of the following USCIS documents.
(NOT ACCEPTABLE IFDOCUMENTS ARE EXPIRED):

1) I-551- Resident Alien Card (Eligible for Benefits)

2) I-151- Alien Registration Receipt Card (Eligible for Benefits)

3) I-194- or unexpired passport with the words: Processed for I-551

Temporary Evidence of Lawful Permanent Residence. Valid Until (Date)
With the following Stamp/Annotations of Law

1) Adjustment Admission Stamp - Eligible when any of the following sections of law are indicated: 203(a)(7); 207;208;212(d)(5); 243(h)(with a PRUCOL determination)

2) Non-Specific Admission Stamp -Eligible when the form is noted with an I- 551 eligible status code

3) Parole Admission Stamp - Eligible when the period of parole is for at least one year as verified on the stamp

4) Replacement Admission Stamp - Eligible when the stamp displays an I-551 eligible Status Code

5) Temporary I-551 Admission Stamp - Eligible when the key phrase reads one of the following:

a) "Admission for Permanent Residence at: "D" or "Processed for I-551 Temporary evidence of admission for Permanent Residence" and displays one of the following Status Codes: AM1; -2; -3; -6; -7; -8,

b) Asylee

An Asylee, Non-Citizen Legal Resident is granted asylum through an exercise of discretion by the Attorney General, pursuant to Section 208 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date their status is granted.

Note: The eligibility period begins from the month the Asylee status is granted, NOT the month of U.S. entry.

These applicants normally have one of the following USCIS documents.
(NOT ACCEPTABLE IFDOCUMENTSARE EXPIRED):

- I-94 with one of the following:

A stamp showing grant of asylum under Section 208 of the INA to include:

A. AS1 - Eligible for benefits
B. AS2 - Eligible for benefits
C. AS3V92 - Eligible for benefits

Refugee or Amerasian

A Refugee or Amerasian is admitted into the U.S. under Section 207 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have one of the following USCIS documents.
(NOT ACCEPTABLE IFDOCUMENTSARE EXPIRED):

I-94- endorsed to show entry as a refugee under Section 207 of the INA or entry as an Amerasian OR noted with one of the following Status Codes: NP2 - 7; P2 -6, -7, -71; RE-8; Z2; (Eligible for Benefits).

Victim of Human Trafficking

.A victim of human trafficking is admitted onto the U.S. under the Trafficking Victims Protection Act (TVPA) of 2000. This Non-Citizen Legal Resident is potentially eligible for services for a period of seven years from the date that their status is granted. These applicants normally have one of the following USCIS documents:

- **I-94- with a T Visa or Derivative T Visa (T, T-2, T-3, T-4, or T-5)**
  (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED).

Non-Citizen Legal Resident Paroled Into The U.S.

A Non-Citizen paroled into the U.S. is lawfully present in the U.S. as a result of a grant of parole by the Attorney General, pursuant to Section 212(d) (5) of the INA. This Non-Citizen is potentially eligible for services when the period of the parole is for at least one year. These applicants normally have one of the following USCIS documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

- I-94 - with PAROLE PURSUANT TO SECTION 212(d) (5) on the front.

The form must not be expired and the expiration date must be at least one year after the issue date. Both dates are documented on the form (Eligible for Benefits).

Non-Citizen Legal Resident Whose Deportation Is Withheld

A Non-Citizen Legal Resident whose deportation is withheld is a Non-Citizen Legal Resident for whom the Attorney General has withheld deportation from the U.S. pursuant to Section 243(h) or 241 (b)(3) of the INA. A Non-Citizen Legal Resident whose deportation is withheld is potentially eligible for services for a period of seven years from the date of the judge's orders.

These applicants normally have one of the following USCIS documents:
(NOT ACCEPTABLE IFDOCUMENTSARE EXPIRED).

I-94 -with an order from an immigration Judge showing one of the following:

- Deportation withheld under 243(h) of the INA (Eligible for Benefits)
- Removal withheld under 241(b)(3) of the INA (Eligible for Benefits)

Cuban or Haitian Entrant

Cuban or Haitian entrants are admitted to the U.S. by USCIS as a Cuban or Haitian entrant pursuant to Section 501 (e) of the Refugee Education Assistance Act of 1980 (PL 104-93). Cuban or Haitian entrants are potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have the following USCIS document:
(NOTACCEPTABLE IFDOCUMENTS ARE EXPIRED)

- I-94 with the words: CUBAN/HAITIAN ENTRANT UNDER 212(D) OF THE INA (Eligible for Benefits)

Conditional Entrant

A conditional entrant was granted conditional entry into the U.S. before April 1, 1980, pursuant to Section 203 (a) (7) of the INA. Conditional entrants are potentially eligible for benefits regardless of any later change in their status.

These applicants normally have one of the following USCIS documents.
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

- I-94 – with the words: ADMITTED AS A REFUGEE – CONDITIONAL ENTRY under Section 203(a) (7) of the INA. (Eligible for Benefits)

Abused or Battered Non-Citizen

Documented Non-Citizens may become qualified Non-Citizens when they have suffered abuse from a parent or a spouse.

The Service Provider staff must informthe Abused or Battered applicant of the following:

1. Applicant must contact the USCIS to obtain a Petition for Abused Aliens
2. The abuse must have occurred in the U.S. and the abusive person must be a U.S. Citizen or Lawful Permanent Resident
3. They must currently reside in the U.S.
4. They must provide any and all documentation verifying continuous residency in the U.S. for the prior five years

Note: All periods of time that are not accounted for must be addressed by an applicant statement.

In order for the Non-Citizen to be eligible under this category, they must meet ALL of the following:

1. Possess appropriate USCIS status

2. Be battered or subject to extreme cruelty

3. Have a substantial connection between battery and the need for benefits

4. No longer residing with the batterer

Indefinite Detainee

Indefinite detention status pertains to Non-Citizens who have served their time for a criminal conviction and have been given formal orders to leave the U.S. Subsequently, Indefinite Detainee status is met when the Non-Citizen is allowed to indefinitely remain the U.S. because neither their home country, nor any other country will accept them.

Military Connection

Non-Citizens who meet both of the following criteria are potentially eligible for benefits, regardless of their date of entry:

1. They are a qualified Non-Citizen

2. They meet one of the following military service criteria:

   A. An honorably discharged veteran or person on active duty
   B. On active duty in the Armed Forces of the U.S.
   C. A spouse of a veteran or person on active duty who meets one of the following:

      a) Is legally married to the veteran or person on active duty
      b) Is legally separated from the veteran or person on active duty
      c) Is a widowed spouse of the veteran or person on active duty and has not remarried

Note: The applicant remains eligible regardless of whether they are living together or apart; the veteran or active duty person can be a U.S. Citizen or a Non-Citizen Legal Resident

When verifying military service criteria, the following apply:

3. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers

4. To verify the active duty status an original or notarized copy of the applicant's current orders or a military ID card (DD form 2 (active)) may be used

5. Only full-time Air Force, Army, Navy, Marine or Coast Guard is eligible

6. Any Reserve or National Guard duty is excluded

A spouse or single dependent child of a veteran or active duty alien must provide a document to verify relationship along with military verification requirements.

Non-Citizen Alien Identification Cards

This section identifies alien ID cards that applicants may provide to determine whether they meet one of the qualified non-citizen requirements to receive benefits. Documents cannot be EXPIRED.

I. **Alien Identification Cards**

The eligible ID cards listed in this section are as follows:

1. I-94 Arrival/Departure Record
2. POTENTIALLY ELIGIBLE depending on the following:

- I-94 admission stamp used, section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number

a. **I-94 Parole Edition**

POTENTIALLY ELIGIBLE depending on the following:

I-94 admission stamp used; section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

b. **I-151 Alien Registration Card**

POTENTIALLY ELIGIBLE -The I-151 is the original green card. Many however were printed on blue paper; several versions of this card exist.

Applicants must also meet qualified Non-Citizen Legal Resident Status criteria identified in Section II-A.

c. **I-551 Permanent Resident Card**

d. **Visa Stamps in Foreign Passports- Eligible when all of the following occur:**

I. The Visa is stamped "Processed for I-551, temporary Evidence of Lawful Admission for Permanent Residence".

II. Neither the Visa NOR the passport have expired. The passport's expiration date is normally found on the same page as the person's photograph.

Note: Applicants, who have expired, lost or otherwise cannot locate their immigration documents from USCIS are responsible for contacting USCIS for replacement documents.

Note: Qualified Non-Citizen Legal Residents may have documents described as eligible; Case Managers must examine documents to establish their expiration date and cannot accept expired documents.

Affidavit That Document(s) Is/Are True

An eligible applicant must execute a sworn affidavit (see Exhibit IV) stating that the documentation provided as listed on this document during the verification process is/are true.

1. Contractors who determine eligibility for these programs will be required to ensure that a sworn affidavit is obtained in a way that does not delay the eligibility determination process, or add cost to the process for the applicant.

2. Eligible applicants are exempt from providing an affidavit only if they are **60 years of age or older**, if they are **Tribal Members** or if they are **disabled or have an incapacity of the body or mind** which makes them unable to supply suchaffirmation.

3. Any contractor classified as a non-profit charitable organization must notify Department of Economic Security, Division of Aging and Adult Services (DES/DAAS), if "discovered violations" will not be reported to ICE, also:

   A. Contractors will establish their own process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE) and are advised to consult with legal counsel or ICE for further guidance.

Determining Non-citizen Status

To determine non-citizen status, complete the following:

1. Ask the applicant for their USCIS documentation. When the applicant states they do not have documentation, do not question the participant further regarding their non-citizen status.

2. When the document is provided, compare the document to the documents listed on pages 4 through 10. If the document is one of the qualified non-citizen documents, the non-citizen has a qualified status.

3. A nonqualified non-citizen, who is residing in the United States without the knowledge or permission of USCIS, may do one of the following:

4. Voluntarily self-declare that they are residing in the U.S. illegally or

5. Provide Immigrations and Customs Enforcement (ICE) documents verifying violation of USCIS law.

6. When either of these occurs, follow your Service Provider's process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE).

Non-Qualified Non-Citizens

Consider the following Non-Citizens as Non-Qualified. Documents include, but are not limited to the following:

1. I-94 (Non-citizens with this document may have either qualified or nonqualified status. The admission stamp annotated on the card determines the non-citizen's status.)

2. I-184 (Crewman Landing Permit)

3. I-185 (Nonresident Alien Canadian Border Crossing Card)

4. I-186 (Nonresident Mexican Border Crossing Card)

5. I-444 (-Mexican Border Visitor Permit)

6. I-586 (Nonresident Alien Border Crossing Card)

7. I-688A (Employment Authorization)

8. I-688 (Temporary Resident [This is the first card issued to non-citizens living in the U.S. under the Amnesty Program of the Immigration Reform and Control Act of 1986.])

9. I-688B (Employment Authorization [This is the second card issued to non-citizens under the Amnesty Program of the Immigration Reform and Control Act of 1986.])

10. I-689 (Fee Receipt-Non-citizens [With this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.])

11. I-766 (Employment Authorization)

12. DSP150 (Border Crossing Card [This card was introduced in 1997. Non-citizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.])

13. Student Visa (This card was introduced in 1998)

Ineligible Alien ID Cards

When an applicant provides one of the following alien ID cards they are INELIGIBLE for services and the applicant must provide another eligible document. All these forms expired before January 24, 1990.

1) Any alien ID cards that are expired.

2) I-181a Memorandum of creation of record of lawful permanent residence

3) I-184 Alien crewman landing permit and identification card

4) I-185 Non-resident alien Canadian border crossing card

5) I-186 Non-resident alien Mexican border crossing card

6) I-444- Mexican border visitor permit

7) I-586 Non-resident alien border crossing card

8) I-688 Employment authorization

9) I-688A Employment authorization document

10) I-688BEmployment authorization document

11) I-689 Fee receipt

12) I-766 Employment authorization document

13) Non-resident border crossing card

Exhibit C

SOUTHWEST GAS LOW INCOME BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY	Southwest Gas utility bills (including deposits) for income-qualified customers in crisis situations.
MAXIMUM GRANT AMOUNT:	$400.00 for current and past due amounts. The customer may receive a credit if, in the case manager's discretion, the customer would benefit from such a credit to their account. This in no way implies that every customer would be eligible for and/or receive the full amount available or a credit on the account, only when circumstances warrant. This is intended to provide customers with increased assistance, as necessary, and may include assisting customers who have historically disconnected their gas in the summer, only to have a reconnection fee in the fall they might have trouble paying. By crediting them in the spring/summer months, this can allow them to avoid such fees. Twenty-five percent (25%) of your total allocation is allowed for deposits. For example, if your agency receives $6,000 you are allowed to use only $1,500 for deposits and the rest ($4,500) on utility usage.
SERVICE CODES:	UTA /UDE
PROGRAM YEAR	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA	Client must have the Southwest Gas account in their name or apply for assistance by named proxy. Households must be at or below 150% of the federal poverty guidelines. All income (within the past 30 days, including the date of application) must be verified.
CRISIS REASONS:	1. Sudden loss of income 2. Unexpected expense 3. Health and safety
RECORD KEEPING:	1. Household information (including number in household) 2. Most recent Southwest Gas bill. 3. Income verification for the most recent 30 days including application date. 4. Explanation (only) of crisis documented on the application 5. Identify if amount granted is for deposit or utility usage.

Exhibit D

Home Energy
Assistance Fund
Aid. Educate. Conserve.

Arizona Community Action Association
Home Energy Assistance Fund
SFY-2016

Policy Manual

July 1, 2015 – June 30, 2016

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Mission

The Home Energy Assistance Fund develops and coordinates resources through education, advocacy, financial assistance and partnerships to help Arizona families meet their basic energy needs and move toward economic stability.

Purpose and Principles

The ACAA Home Energy Assistance Fund, also referred to as the "Fund", has been established to provide assistance to Arizona households needing assistance in managing their energy burdens. The tenets of the program include:

- Crisis prevention – to guard against disconnection, to facilitate or to establish reconnection of natural gas, electric services, and other non regulated fuel sources;
- Be an adjunct to currently existing energy assistance resources;
- Be a "hand up" not a "hand out";
- Empower administering agencies with the discretion to assist families as needed.

Household Eligibility

An Eligible Applicant

The applicant must be an adult household member. The applicant must provide verification of household membership. Verification includes but is not limited to: driver's license with household address, a post office marked document, or an authorized statement from a third party such as a bank statement.

If the applicant is not a member of the household, in order to apply for assistance, s/he must show evidence of a Power of Attorney or a notarized statement, or any other acceptable document authorizing him/her to represent the household.

Relatives of Applicants

Intake workers are not permitted to complete applications for their own relatives to the first-cousin level including step and in-law relatives. Specifically parents, siblings, spouses, aunts, and uncles are to be interviewed by another intake worker, the Program Manager/Supervisor or Director. Upon request, and when possible, Home Energy Assistance Fund staff may provide application intake.

Agency Employees or Other Employees of Sub-Contracted Entity, as Applicants

Agency employees and/or other employees of the sub-contracted entity shall not be denied the right to apply for and receive services due to their employment with the sub-contracted entity.

These individuals or members of their households may apply for assistance. Application intake for an Agency employee must be conducted, eligibility determined, and authorized by the next level of supervision. Upon special request, and if available, a Home Energy Assistance Fund staff member may provide the intake of an application.

Services to Native Americans Living on Reservation

Agencies will provide Home Energy Assistance Fund bill assistance services to Native Americans living on tribal reservations. The amount of funding to be used to serve families living on reservation is to be no less than the proportion of all Native Americans living on reservation within their respective service territory. Agencies are responsible for managing the outreach and referral processes in order to serve this population.

Income Eligibility

Household income level will be limited to 200% FPIG[1]. Refer to the **Determining Household Income** section of the Policy Manual for methods in determining the household income.

Utility Status

Applicants with a delinquent account[2], a disconnect notice or who are without utility service are eligible for assistance. Intake workers have the discretion to extend special consideration for assistance to households demonstrating hardship and have a past due notice or a large outstanding balance. Applicants are not required to be the customer or record but must provide verification of the relationship between the utility services address and the applicant residential address.

Definition of Crisis

It is the intake worker's responsibility to determine the crisis reason and its relationship to the client's current need for services. The crisis reason **may** be supported with the necessary documentation and/or verification when applicable.

Crisis Reasons[3]:

1. Loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits.
2. Unexpected and/or unplanned expenses that caused lack of resources.
3. A condition that endangers the health and safety of the household.

Sincere Effort to Pay

Applicants are expected to have demonstrated an effort of payment over the prior 90 days, but it is not required. There is no minimum dollar amount required to demonstrate effort of payment.

Housing Status

Assistance may be provided for individual residential utility accounts. Assistance may also be granted if utilities are included with rent if proper verification is provided[4].

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[1] Applicants over the 200% FPIG income guideline could qualify based on demonstration of need

[2] An account that is one or more days past due and current charges are eligible

[3] Refer to the Glossary of Terms for detailed examples of crisis reasons

Energy Burden

The household Energy Burden will also be used to determine eligibility for a grant. The energy Burden is determined by dividing the household's one month utility costs by the last 30 days of income. Refer to the **Determining Energy Burden** section of the Policy Manual for a detailed process.

Grants Approvals

Grant Amounts

The total assistance possible is a maximum of $500. Payment(s) may include current and past due amounts including late charges, deposits, and reestablishment fees.

M-Power® and Other Prepay Energy Sources

The energy burden for SRP M-Power® customers and other cash-based energy resources will be the same as described in the **Determining Energy Burden** section. **A history of purchases from the vendor will be required to show purchases made in the past 30 days**. The client also may be required to present any purchase receipts that might fall between the usage statement and the time of the application. Specific to SRP M-Power® customers, it will be important to identify if the client has any debt on the account and what percentage of the purchases made have been applied to the debt and applied to the forward balance to determine an accurate energy burden.

The use of the funds, not to exceed $500, will be used to eliminate any debt on the account and then to alleviate the crisis. The intake worker may determine the amount needed to sustain the utility for the household until the next source of income or from an evaluation of the current energy burden[5]. The intake worker may also take into consideration other past usage and the weather at that time to determine the grant amount. It is important to communicate to the utility vendor what portion of the grant will be applied to the debt and what portion will be applied to the forward balance.

If the debt on the account exceeds $500, the forward balance and amount to pay off the debt can be determined by working backwards. First determine the forward balance needed to alleviate the crisis and then the remaining money available will be applied to the debt.

---

[4] Evidence may include a copy of the lease or a note from the landlord.

[5] Forward balance cannot not exceed 150% of the current energy burden.

Example 1:

MPower customer

Back balance = $150
30 day need = $100
Payback percentage required by SRP: 40%
Total grant: $250
The case log must note that $150 is earmarked for balance payoff. Otherwise, the $250 will automatically be posted with 60% going to purchase ($150) and 40% going to payoff ($100), leaving $50 in arrears.

Example 2

Back balance = $700
30 day need = $120
Payback percentage: 40%
Total grant: $500
Case log should note that $120 goes to present purchase with remaining $320 to be applied to back balance. Otherwise, the $500 will automatically be posted with 60% going to purchase ($300) and 40% going to payoff ($200).

Grant Frequency

A grant may be awarded to an eligible household one time per a 12 month period. The 12 month period is based on the date of the last approved application. An applicant that was determined ineligible may reapply at a later date.

Assistance Available

The Fund will pay for heating and cooling sources of: electric, gas, propane, oil, wood, coal, and pellets. Assistance can also be provided to renters whose utilities are included in the rent and the failure to make the rent payment threatens utility service.

Multiple Accounts

If a crisis is presented with more than one utility, the grant may be split between the account(s) in crisis[6].

Grants pay for:

Account arrearages

The grant amount cannot exceed the total amount owed on the account(s)[7].

[6] For example a gas and electric account

[7] Exceptions may apply to clients with M-Power utility accounts

Security Deposit
Security deposits will be made only in the name of the adult in the household.

Current Account Charges
Late Fees
Service Establishment and Reconnect Fees

Decision Notice

The Agency **will provide written notice to the applicant of approval and/or denial of assistance.** The written notice may be hand delivered or mailed in English and/or Spanish. The notice will provide grant amount(s) and/or reason for denial.

Other Utility Assistance Programs

When possible, the agencies are encouraged to access other sources of funding to alleviate the crisis. The Fund also intends to reach households whose income falls outside of the boundaries of more income-restricted funds such as LIHEAP. If necessary, the Fund may be combined with other funding sources to prevent the crisis.

Payments Made to Ineligible Households

If assistance has been provided to an ineligible household due to; intake worker error, no funds available when grant was promised, or the client was found ineligible after payment, the payment guarantee will be honored and the intake agency will be responsible for repaying the award from its agency funds other than Home Energy Assistance Fund monies. The Agency has the right to appeal repayment to ACAA.

Fraudulent Information

If a client has been found to be fraudulent in his/her application and the payment has not been sent to the utility, the payment will be stopped and the client appropriately informed.

Determining Household Income

Countable Income

All countable income for each household member will be considered in determining eligibility for the Fund. The gross amount of countable income prior to deductions will be counted unless otherwise specified. Income will be counted for the month that it was intended[8]. Income will be included from the 30 days prior to the date of application.

Sources of countable income:

A. Earned Income: employment, self employment[9]
B. Benefit income: SSA, SSI, TANF-CA, VA, UI, GA,

[8] A SSI check received on May 30 that is intended for the month of April will be counted as income in April.

[9] Net income will be counted (Gross income less business related expenses)

C. Pensions
D. Worker's Compensation
E. Child Support
F. Work Study
G. Other Unearned Income: rental income, and endowments or legal settlements.
H. Indian Gaming Commissions

Excluded Income

A. Food Stamps
B. Medicare
C. WIC
D. AmeriCorps Stipend
E. Earned income of a child that is 16 or 17 years of age and is a full time student
F. Earned income of a child under 16 years of age
G. Cash gifts
H. Insurance Payments
I. IDA Accounts

Individuals Whose Income Must Be Counted

Any income of a household member age 18 and older will be counted, including ineligible household members. Income for all persons ages 16 and 17, **who do not attend school full time,** will be counted.

Individuals Whose Income Will Not Be Counted

A. Income for persons ages 16 and 17 who attend school full time is not counted.
B. In cases of domestic violence, the income and resources of the abuser are not counted as long as the client does not have access to his/her income and resources, or the abuser's income and resources.

Household Members

Each person living in the home is considered a household member. Income and eligibility will be determined based on the entire household. Exceptions to household members are "boarders"[10]. Roommates' income is treated as one household entity [11]. Refer to the Glossary for detail explanations of 'boarders' and 'roommates'.

[10] Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the same house. Income of the owner of the home and the boarder is not treated as one household. Boarders cannot be related by blood or law.

[11] Roommates are one or more persons living in the same house paying rent to the landlord outside of the home. Income for each roommate is included as the household income as one entity.

2015- 2016 Federal Poverty Income Guidelines

Effective July 1, 2015 – June 30, 2016

Federal Poverty Income Guidelines - Monthly Allowable Household Income		
Percent of Poverty Household size	150%	200%
1	$1,471	$1,962
2	$1,991	$2,655
3	$2,511	$3,348
4	$3,031	$4,042
5	$3,551	$4,735
6	$4,071	$5,428
7	$4,591	$6,122
8	$5,111	$6,815
For each additional member add:	$520	$693

Determining Household Energy Burdens

Energy Burden is determined by dividing the household's one-month utility costs by the last 30 days of income.

Example:
Past 30 days of household income: $1,000
One-month current electric bill: $45, one-month current gas bill: $50 = $95

$95/$1,000 = 9.5% Energy Burden

If the applicant has more than one utility source, all utility source costs will be combined to determine the energy burden even though the applicant may only present a crisis on one account. In case the current utility cost cannot be obtained, a standard cost of $200 will be substituted in determining the energy burden. For electric and gas, a current one month bill can be obtained by calling the utility company.

An energy burden for non-regulated fuel sources such as wood, oil, coal and pellets can be determined by figuring the cost of the fuel from two consecutive purchase receipts. The 30 day fuel cost can be determined by dividing the total cost of the first purchase by the number of days between the first and the second purchases. If the fuel cost cannot be obtained, a standard cost of $200 may be substituted.

Example:
Propane receipt 1 dated 1/10/07
Cost: $300

Quantity: 100 gallons

Propane receipt 2 dated 4/10/07
Cost: $250
Quantity: 100 gallons

Date of Application: 7/10/07
Cost per day = $300 / 90 days = $3.33
30 day energy cost = $3.33 * 30 = $99.99

Household income: $1,000
30 day energy cost: $99.99
$99.99/$1,000 = 9.9% Energy Burden

When an applicant's rent includes the utility cost and that cost is not specified in the lease agreement, a $200 standard cost will be used in determining the energy burden. To demonstrate crisis, the renter must provide evidence of delinquent rent through a notice from the landlord. The intake worker must receive assurance from the landlord that the renter will not be evicted and that the grant will be applied appropriately to the renter's account.

Verification and Documentation

The applicant has the primary responsibility for providing all required verification. In situations where it is difficult for the applicant to obtain verification needed to complete the eligibility determination, the partnering agency will offer assistance in obtaining the verification.

Depending on funding source, there may be different eligibility guidelines.

For the Home Energy Assistance Fund Program and the Utility, Repair, Replacement, and Deposit Program only, please utilize the following exhibit (attached to your contract): Verifying Citizenship and Non-Citizen Legal Permanent Resident Status. This is attached for further guidance on determining applicant's citizen and non-citizen status.

Maintaining Client Records

The partnering agency is required to maintain supporting financial records, documentation and statistical records for three (3) years.

Policy Changes and Clarifications

Revisions to any policies and procedures will be reviewed and approved by the ACAA Home Energy Assistance Fund Advisory Board and the ACAA Board of Directors. All revisions will be sent to administering agencies to update their manuals. As revisions are received it will be the staff's responsibility to update their copy of the Home Energy Assistance Fund Policy Manual. Issues regarding policy and/or procedures must be submitted in writing.

Monitoring Process

The Agency will be responsible for ensuring that the Fund policies and procedures are being followed. The Home Energy Assistance Fund staff will conduct application and case file reviews during monitoring visits.

Cooperation

Applicants must cooperate in all aspects of the application process. Applicants must provide requested information or verification and complete and sign an application. If the applicant refuses, the application will be denied. The partnering agency should document the lack of cooperation by the applicant for proper notation in refusal of assistance.

Confidentiality

Public law and federal regulations place restrictions on the release of confidential information, and set guidelines for the disclosure of non-confidential materials. All applications, records, files and communications of the Fund and its partners, relating to specific applicants for assistance and recipients of services funded by the Fund, are confidential records.

All information, regarding an applicant or recipient, is confidential and may be disclosed only for purposes of determining eligibility, providing services, or investigating suspected fraud in connection with the program. Applicants authorize access to their records by signing the application. Anyone not authorized on the application must have the applicant's written approval to access information.

Information that can be exchanged must pertain to the eligibility of the applicant, and excludes items that do not address eligibility, i.e., personal details. Inappropriate disclosure of information can result in severe disciplinary action, or could result in the suspension of the partnering agreement.

Access to information by inappropriate, unauthorized individuals or parties shall be considered a violation of the individual's right to confidentiality. Care should be taken to secure all files in the office so that unauthorized personnel do not have access to them. All records shall be open to any and all federal, state, and contractor auditors and/or examiners in the course of their regular audits.

General information, policy statements, or statistical materials which cannot be directly identified with any individual or family are not considered confidential. They may be given to, or provided by: agencies, helping organizations, or contracted parties, unless restricted by Arizona statutes, federal regulations, or court orders.

Non Discrimination Policy

In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 12250, no individual in Arizona shall be excluded from participation in, denied benefits or subjected to

discrimination under any program or activity receiving Federal funds, because of: race, color, national origin, handicap, religion, or sex.

In compliance with the Age Discrimination Act of 1975, no individual shall be denied services or participation or be subjected to discrimination in any of its programs or activities on the basis of age.

Appeals Policy

The client/agency has the right to appeal a denial of assistance or an awarded grant amount. Appeals by the client will follow the policies of the intake partner agency and will be addressed by the Home Energy Assistance Fund administrative staff.

Complaints regarding the service of the administering agency, discrimination or other issues directly related with the administering agency and staff must be addressed to the office where the application was made.

Glossary of Terms

Standard Cost
The default cost associated with the utility consumption when the actual cost is not feasible.

Boarder
Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of neither the owner of the home nor other boarders is not counted jointly. Boarders cannot be related by blood or law to the owner of the home.

Example:

> Susan and Jane live in the house that Susan owns. There is no blood or law relationship. Susan is renting a room to Jane and her two children. Jane and her two children are the boarders. Susan and Jane's income will be counted separately.

Crisis Reasons

1. **Loss of income, public assistance benefits or delay in receiving public assistance.** Examples may include but are not limited to: loss of employment, theft of income, serious illness which causes a loss of income, divorce, abandonment or death of wage earner, reduction of benefits or public assistance monies.

2. **Unexpected or unplanned expenses.** Examples may include by are not limited to: car repairs, medical bills, natural or man-made disasters, death in immediate family, court fines of a minor child.

3. **A condition that endangers the health and safety of the household.** Examples may include but are not limited to: lead poisoning, condemned property, infestation, domestic violence, asbestos, medical condition that require utility service to operate life-saving equipment such as oxygen machines, heart monitors, breathing machines, etc.

Customer of Record
The name of the person on the utility account.

Delinquent Account
An account that is one or more days past due.

Household
Consists of each person living in the home at the time of application.

Late Fees
Charges imposed by the utility company to the account due to a tardy payment to the account.

Power of Attorney
A legal document authorizing one person to act on behalf of another.

Roommates
Roommates are one or more persons living in the same house paying rent to a landlord living outside of the home. The income for each roommate is counted as the household income.

Examples:

> Linda and Donna are roommates. Donna pays rent to Linda, who has a rental agreement with a landlord living outside the home. They will be considered roommates and their income will be counted jointly.
>
> Jane and her new baby live with her Aunt Betty. Jane no longer receives child support and cannot pay her Aunt any rent money for the month of June. Because they are related, Jane is considered a roommate. Jane and Betty's income will be counted jointly.

Service Reestablishment Fees and Reconnection Fees
Charges assessed by the utility company to reestablish/reconnect service following a service disconnection due to nonpayment.

HOME ENERGY ASSISTANCE FUND (HEAF)
PROGRAM SUMMARY

CAN PAY:	Utility bills (current and past due amount), and deposits. Late fees and service establishment and reconnect fees may also be paid.
MAXIMUM GRANT AMOUNT:	$500.00 (No credit can be given on an account).
SERVICE CODES:	UTA/UDE
PROGRAM YEAR:	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA:	HEAF requires the applicant to be a U.S. Citizen or Legal Immigrant Status. Household income for the most recent 30 days, including the date of application, must be at or below 200% of the federal poverty guidelines. All income (within the past 30 days, including the date of application) must be verified.
CRISIS:	An acceptable crisis reason must be documented on the application.
CRISIS REASON:	1. Loss of Income 2. Unexpected expense 3. Health and Safety
CLIENT FILES MUST CONTAIN:	1. Application for benefits 2. Most recent utility bill(s) 3. Income verification for the most recent 30 days including application date 4. Verification of all social security numbers of all household members 5. Verification of applicant's U.S. Citizenship or legal immigration status 7. Notice of approval/denial for services

HOME ENERGY ASSISTANCE FUND (HEAF)
PROGRAM SUMMARY

CAN PAY:	Utility bills (current and past due amount), and deposits. Late fees and service establishment and reconnect fees may also be paid.
MAXIMUM GRANT AMOUNT:	$500.00 (No credit can be given on an account).
SERVICE CODES:	UTA/UDE
PROGRAM YEAR:	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA:	HEAF requires the applicant to be a U.S. Citizen or Legal Immigrant Status. Household income for the most recent 30 days, including the date of application, must be at or below 200% of the federal poverty guidelines. All income (within the past 30 days, including the date of application) must be verified.
CRISIS:	An acceptable crisis reason must be documented on the application.
CRISIS REASON:	1. Loss of Income 2. Unexpected expense 3. Health and Safety
CLIENT FILES MUST CONTAIN:	1. Application for benefits 2. Most recent utility bill(s) 3. Income verification for the most recent 30 days including application date 4. Verification of all social security numbers of all household members 5. Verification of applicant's U.S. Citizenship or legal immigration status 7. Notice of approval/denial for services

Exhibit E

ARIZONA PUBLIC SERVICE (APS)
CRISIS BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	APS utility bills on client's present address ONLY and must be a customer of record. **Cannot pay deposits, reconnect fees or establishment charges.** Funds can be used for Prepay purchases or Prepay outstanding balance, or households who are on the Equalizer Program.
MAXIMUM GRANT AMOUNT:	$400.00 for current and past due amounts. No credit can be given on an account. If a client is on the Equalizer Program and shows a credit on account, but is unable to pay Equalizer amount due to a crisis, they are still eligible to receive assistance if they meet eligibility criteria. If client has Prepay and has little to no funds due to a crisis and meets eligibility criteria, a credit may be given on an account. Agencies will want to be sure when making guarantees that they indicate how the funds should be applied to account.
SERVICE CODES:	UTA
PROGRAM YEAR:	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA:	Client household must be a current APS customer. Clients with disconnected accounts are NOT considered current customers. Household income for the most recent 30 days, including the date of application. **Households must be at or below 200% of the federal poverty guidelines.** All income (within the past 30 days, including the date of application) must be verified.
CRISIS:	An acceptable crisis reason must be documented on the application.
CLIENT FILES MUST CONTAIN:	1. Application for benefits. 2. Most recent APS utility bill. 3. Income verification for the most recent 30 days including application date. 4. Printed, signed copy of the GMS application.

Exhibit F

Arizona Community Action Association
Home Energy Assistance Fund
Federal Poverty Guidelines
FY2016 (July 1, 2015 - June 30, 2016)
Information based on the Federal Register published on January 22, 2015

	Household Size										
Percent of Poverty	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**For each additional member add:**
up to	$736	$996	$1,256	$1,516	$1,776	$2,036	$2,296	$2,556	$2,816	$3,076	
100%	**$981**	**$1,328**	**$1,674**	**$2,021**	**$2,368**	**$2,714**	**$3,061**	**$3,408**	**$3,754**	**$4,101**	**$347**
100% Annual	*$11,770*	*$15,930*	*$20,090*	*$24,250*	*$28,410*	*$32,570*	*$36,730*	*$40,890*	*$45,050*	*$49,210*	*$4,160*
up to	$1,226	$1,659	$2,093	$2,526	$2,959	$3,393	$3,826	$4,259	$4,693	$5,126	
150%	**$1,471**	**$1,991**	**$2,511**	**$3,031**	**$3,551**	**$4,071**	**$4,591**	**$5,111**	**$5,631**	**$6,151**	**$520**
150% Annual	*$17,655*	*$23,895*	*$30,135*	*$36,375*	*$42,615*	*$48,855*	*$55,095*	*$61,335*	*$67,575*	*$73,815*	*$6,240*
up to	$1,472	$1,992	$2,512	$3,032	$3,552	$4,072	$4,592	$5,112	$5,632	$6,152	
200%	**$1,962**	**$2,655**	**$3,348**	**$4,042**	**$4,735**	**$5,428**	**$6,122**	**$6,815**	**$7,508**	**$8,202**	**$693**
200% Annual	*$23,540*	*$31,860*	*$40,180*	*$48,500*	*$56,820*	*$65,140*	*$73,460*	*$81,780*	*$90,100*	*$98,420*	*$8,320*

updated 4/20/2015

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

> every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

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

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action … applicable to the governing bodies of the participating agencies approving or extending the duration of the … contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

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

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

ARF-3696 **Consent Agenda Item 4. H.**

Regular BOS Meeting

Meeting Date:	04/05/2016		
Submitted For:	Malissa Buzan	Submitted By:	Allison Torres, Case Manager
Department:	Community Services	Division:	Comm. Action Program/Housing Servs.

Information

Request/Subject

Arizona Department of Housing Community Development Block Grant Contract No. 152-12 Closeout Report.

Background Information

On April 03, 2012, the Board of Supervisors approved Funding Agreement Arizona Department of Housing (ADOH) Community Development Block Grant (CDBG) Contract No. 152-12.

Evaluation

Funding received from ADOH Contract No. 152-12 enabled Gila County Division of Community Services, Housing Services to rehabilitate five homes belonging to low income residents of Gila County. The closeout report reflects that the amount expended on these homes was $224,494.

By the Gila County Board of Supervisors signing ADOH CDBG Contract No.152-12 Closeout Report, it will enable Gila County Division of Community Services, Housing Services, to finalize the contractual obligations to the Arizona Department of Housing for said grant.

Conclusion

By the Board of Supervisors signing ADOH CDBG Contract No. 152-12 Closeout Report, all contractual requirements will be met and finalization of said contract will be performed.

Recommendation

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

Suggested Motion

Approval of Arizona Department of Housing (ADOH) Community Development Block Grant Contract No. 152-12 Closeout Report to finalize the contract between the ADOH and the Gila County Division of Community Services, Housing Services, which will successfully end the contract and ensure that Gila County Housing Services has met all requirements of said contract.

Attachments

Closeout Report 152-12

Section I. BUSINESS OPPORTUNITIES REPORT (BOR)

UGLG:	Funding Agreement #	Contact Person	Phone Number	Address, City, State Zip Code +4
Gila County	152-12	Malissa Buzan	928-425-7631	5515 S. Apache Ave Suite 200, Globe, AZ 85501

Project Name:	OOHR

Contractor/Subcontractor Information

A. Amount of Contract	B. Type of Trade Code*	C. Racial Code*	D. Hispanic Owned (Y/N)	E. Women Owned (Y/N)	F. IRS Tax ID (EIN) and DUNS Numbers	G. Sec. 3 (Y/N)	H. Legal Name	I. Street Address	J. City	K. State	L. Zip Code	M. Date of Contract
$20,909.00	2	11	N	N	26-4534717		Restoration Pointe LLC	1792 Commerce Drive	Lakeside	AZ	85929	8/9/12
$18,270.20	2	11	N	N	26-4534717		Restoration Pointe LLC	1792 Commerce Drive	Lakeside	AZ	85929	7/30/12
$53,970.66	2	11	N	N	601765204		Noble Construction	236 W. Thomson Rd	Payson	AZ	85541	10/29/12
$27,424.56	2	11	N	N	162230952		Rodriguez Construction	P.O. Box 13	Miami	Az	85539	5/21/14
$50,498.00	2	11	N	N	601765204		Noble Construction	236 W. Thompson Rd	Payson	AZ	85541	10/16/14

**See Demographic and Trade Code table below for information*

Vendors/Suppliers/Professional Service Providers Information

A. Amount of Contract	B. Type of Trade Code*	C. Racial Code*	D. Hispanic Owned (Y/N)	E. Women Owned (Y/N)	F. IRS Tax ID (EIN) Number	G. Sec. 3 (Y/N)	H. Legal Name	I. Street Address	J. City	K. State	L. Zip Code	M. Date of Contract
$625.00	4	11	N	N	86-0506255 & 148941628	N	Pioneer Title Agency	P.O. Box 250	Payson	AZ	85549	Multiple
$1770.00	4	11	N	N	31-1274947 025806406	N	ECS Enviromental	4727 East Bell Road Suite 45-250	Phoenix	AZ	85032	Multipule
$												
$												
$												
$												
$												
$												
$												

**See Demographic and Trade Code table below for information*

Demographic and Trade Codes

Race	Type of Trade Code (Housing Activities)	Type of Trade Code (All Other Activities)
11 – White	1- New Construction	1 – New Construction
12 – African American	2 – Substantial Rehab	2 – Education/Training
13 - Asian	3 – Repair	3 - Other
14 – American Indian or Alaskan Native	4 – Service	

Section II. PERFORMANCE REPORT

UGLG: Gila County

CDBG Funding Agreement #: 152-12

A. Activity No.	B. Activity Name	C. Actual Accomplishments	D. CDBG Funds	E. Leverage/Other/PI Funds
1	Administration	Paid employee Salaries, purchased office supplies, completed the necessary advertisements for each grant project, etc..	$40,408.00	$
			$	$
			$	$
			$	$
			$	$
2	Actual Activity Name from Form 1 of Application			
	OOHR	Project 1-Powell Completed Rehab Services	$24,736.75	$
		Project 2-Williams Completed Rehab and Weatherization Services	$16,524.85	$23,173.14
		Project 3-Miller Conpleted Rehab Services and lead interim controls	$57,317.40	$
		Project 4-Young Completed Rehab Services	$30,449.64	$
		Project 5-Nelson Completed Rehab Services	$54,357.96	$
		Project 6-Cannon Denied Services after being non-responsive pending	$699.40	$
		requests for additional information	$	$
			$	$
			$	$
			$	$
		F. Totals	$224,494.00	$23,173.14

G. TOTAL OF ALL FUNDS (D. + E.): $247,667.14

Report Prepared By: Malissa Buzan (Signature)

Malissa Buzan (Typed Name)

Date: 3-21-2016

Phone Number: 928-425-7631

UGLG: Gila County CDBG Funding Agreement #: 152-12

Section III. CONTRACT ACCOUNTING (Form C-9)

A. GRANT BALANCE

1. TOTAL CDBG FUNDS as stated in the *original* contract $ 120218.00
2. CDBG FUNDS ADDED TO THIS CONTRACT $ 104276.00
   From CDBG Funding Agreement # 152-13 Amount: 104,276.00
   From CDBG Funding Agreement # _____ Amount: _____
3. FUNDS TRANSFERRED TO OTHER CDBG CONTRACT(S) $_____
   To CDBG Funding Agreement # _____ Amount: _____
   To CDBG Funding Agreement # _____ Amount: _____
4. DEOBLIGATED FUNDS $_____
5. TOTAL CDBG FUNDS PER MOST RECENT FORM 1-R $ 224,494.00
6. TOTAL CDBG FUNDS RECEIVED AND DISBURSED $ 224,494.00
7. TOTAL EXPENDITURES (CDBG, LEVERAGE, and OTHER FUNDS) $_____

B. PROGRAM INCOME (PI): ☐ Yes ☒ N/A

1. Amount of Program Income earned during grant period $_____
2. Amount of Program Income disbursed during grant period $_____
3. Balance of Program Income retained by grantee $_____
4. Description of how Program Income *was* used is attached as page:_____.
5. Description of how Program Income retained by grantee *will be* used is attached as page _____.

Prepared By: Melissa Buzan (Signature) Melissa Buzan (Printed Name)

Page _____ of_____

Part IV. Housing Applicant/Beneficiary Statement

Contract #: 152-12 **Grantee: Gila County**

IDIS #	Name	Address, Zip Code +4	* Lead Paint	Amount Expended ($)	After Rehab Value ($)	Completion Date (mm/dd/yy)	# Bedrooms	Persons in HH (#)	Gross Monthly Income ($)	*HH% of Area Median Income	* Race of HH	*Hispanic (Y/N)	* HH Type	* Head of HH	*Disabled (Y/N)
	Pearl Powell	6231 Woodward street Globe, AZ 85501	1-B	$24,736.75	$35,235.00	09/26/13	4	6	$ 3,446.26	3	11	N	4	F	N
	Jeff Williams	3719 Bancroft Way Claypool, Az 85501	1-B	$16,524.85	$42,119.00	05/30/13	3	1	$ 823.00	2	11	N	1	M	N
	Jennifer Miller	750 S. Second Street Globe, AZ 85501	1-B	$57,317.40	$137,409.00	06/03/13	3	5	$ 1,150.52	1	11	N	4	F	N
	Kim Young	701 S. Bootleg Alley Payson, AZ 85541	1-B	$30,449.64	$115,644.00	01/12/15	2	1	$ 1,070.00	3	11	N	1	F	N
	Jill Nelson	502 N. Carefree Circle Payson, AZ 85541	1-B	$53,357.96	$120,583.00	06/23/15	3	2	$ 1,597.14	3	11	N	1	F	N

Total # of Units Set Up:	6
Total # of Units Completed:	5
HTF/HOME Funds Expended:	$0.00
Total # of Units:	5

*** Demographic Codes**

Lead Paint?	HH % of Area Median Income	Race of HH	Hispanic?	HH Type (Select ALL that apply)	Head of Household	Disabled?
1 – Housing constructed before 1978 a. Lead Safe Work Practices b. Interim Controls c. Abatement 2 – EXEMPT Housing constructed 1978 or later 3 – Otherwise exempt	1- 0 to 30% 2- 31 to 50% 3- 51 to 60% 4- 61 to 80%	11- White 12- Black/African American 13- Asian 14- American Indian or Alaskan Native 15- Native Hawaiian or other Pacific Islander 16- American Indian or Alaskan Native & White 17- Asian & White 18- African American & White 19- American Indian or Alaskan Native & Black 20- Other Multi-racial	Y – Yes N – No	1- Single, Non-Elderly 2- Elderly (62+) 3- Single Parent 4- Two parent 5- Other (e.g 2 unmarried adults)	M – Male F - Female	Y – Yes N – No

FOR HOUSING TRUST FUND PROGRAM USE ONLY: On Site Monitoring Performed: Yes __ Date: _____ No __

Contract Closed __ Date: _____ ADOH Signature _____ Date: _____

(Form C-6)

UGLG: Gila County CDBG Funding Agreement #:152-12

CERTIFICATIONS

I hereby certify that:

I have the authority to sign these Certifications;

I understand that these Certifications are in addition to the provisions in those certifications incorporated by reference into the above cited contract;

All activities undertaken by the grantee with funds provided under this contract have to the best of my knowledge been carried out in accordance with the Arizona Department of Housing contract;

The grantee shall resolve any findings and/or remit to the state any disallowed costs by any subsequent audit report that are sustained by the Arizona Department of Housing, within 60 days of the date of a written determination by ADOH that such are required;

The State of Arizona is under no obligation to make any further payment to the grantee under this contract; and

The very statement and amount set forth in this Closeout Report is to the best of my knowledge true and correct as of this date.

Signature of Chief Elected Official or Designee (CD-1) Date

Michael A. Pastor Chairman

Typed/Printed Name Title

For CDBG Program Use Only

This Closeout Report for ADOH CDBG Funding Agreement #_____, FY_____, is hereby approved effective this date.

Signature_____ Date_____

Typed Name: Katherine E. Blodgett Title: CD&R Program Administrator

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

Signature of Gila County Legal Representative | Title

ARF-3668 **Consent Agenda Item 4. I.**

Regular BOS Meeting

Meeting Date: 04/05/2016

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Board of Health Board Appointment and Updated List

Background Information

Rick Heron resigned from the Gila County Board of Health effective March 25, 2016. Arizona Revised Statute §36-183 requires that the Board of Supervisors appoint 3 citizens to serve on this board, who are selected for their interest in public health, and each citizen member must be a resident of a different supervisorial district. Mr. Heron represented Supervisorial District 3. The term of office for each Board member is 4 years.

On November 17, 2015, the Board of Supervisors appointed Lance Porter, Linda Scoville, Denise Hansen and Rick Heron to the Board of Health. Their "Term of Incumbent" began on the date the Board appointed them (November 17, 2015), so their appointments actually were for the last month of the previous 4-year term which ended December 31, 2015, plus the following 4-year term which runs from January 1, 2016, through December 31, 2019. The "Term of Office" for those 4 members has been changed to January 1, 2016, as shown on the list attached to this agenda item.

Evaluation

John Wisner has agreed to fulfill Mr. Heron's unexpired term of office which ends on December 31, 2019. He resides in Supervisorial District 3.

Conclusion

The Board needs to acknowledge the resignation of Rick Heron from the Gila County Board of Health and appoint John Wisner to fulfill Mr. Heron's unexpired term of office per the recommendation of Supervisor Marcanti and Michael O'Driscoll, Health and Emergency Services Division Director.

Recommendation

It is recommended that the Board of Supervisors acknowledge Mr. Heron's resignation from the Gila County Board of Health and appoint Mr. Wisner to fulfill Mr. Heron's unexpired term of office.

Suggested Motion

Acknowledgment of Rick Heron's resignation from the Gila County Board of Health effective March 25, 2016, and approval to appoint John Wisner to fulfill Mr. Heron's unexpired term of office which ends on December 31, 2019.

Attachments

List-Gila County Board of Health

GILA COUNTY BOARD OF HEALTH

(Proposed to the BOS on 04-05-16)

Name of Member & Appointment Info.[1]	Appointment Designation[2]	Appointment Type[3] & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins
Lance Porter (Licensed Physician)	B	A (11/17/15)	-	11/17/15-12/31/19	01/01/16*-12/31/19
Michael Pastor (BOS Chairman)	B	C (12/01/15)	4 years	01/01/16-12/31/16 BOS appoints on a yearly basis.	01/01/13-12/31/16
Linda Scoville (Citizen)	A (Supv. District 1)	A (11/17/15)	-	11/17/15-12/31/19	01/01/16*-12/31/19
Denise Hansen (Citizen)	A (Supv. District 2)	A (11/17/15)	-	11/17/15-12/31/19	01/01/16*-12/31/19
~~Rick Heron (Citizen)~~	~~A (Supv. District 3)~~	~~A (11/17/15)~~	~~-~~	~~11/17/15-12/31/19~~ RESIGNED 3-25-16	~~11/17/15-12/31/19~~
John Wisner (Citizen)	A (Supv. District 3)	B (04/05/16) (Rick Heron)	-	04/05/16-12/31/19	01/01/16*-12/31/19

*Correcting the start date for the new 4-year term of office, as it was previously 11/17/15 when initially appointed for 1 month plus 4 years.

[1] Appointment Information:

A. Date of creation: Re-created on June 9, 2010
B. Regulated per A.R.S. §36-183 and §36-184
C. Per A.R.S. §36-183 - The Board of Supervisors appoints 5 members consisting of a member of the Board of Supervisors; a physician licensed pursuant to title 32, chapter 13 or 17 and three citizens selected for their interest in public health, each citizen member to be a resident of a different supervisorial district. The director of a county health department shall serve, without vote, as an ex officio member of the board. Citizen members appointed pursuant to this section shall not be county health department employees.
D. Terms of Office – Per A.R.S. §36-183 - The member selected from the board of supervisors shall serve during that member's term of office. The term of office of the physician member and of the citizen members shall be four years.
E. Per A.R.S. §36-184 – The director of the local health department shall serve as secretary of the board. The board shall hold an annual meeting in July each year at which officers shall be elected for the ensuing year. Monthly and special meetings may be held on the call of the president, the director or any two members.

[2] Appointment Designation:

A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
B. Supervisory Appointment: Member unrestricted by district.
C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
E. Alternate Members: As defined by individual committee criteria.

[3] Appointment Type

A. New Appointment
B. Existing vacancy created by (provide name)
C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-3683 **Consent Agenda Item 4. J.**

Regular BOS Meeting

Meeting Date: 04/05/2016

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Cooperative Extension Advisory Board Appointments

Background Information

Per statutory requirement, the Board of Supervisors is responsible for appointing members to a county cooperative extension advisory board, which shall consist of 7 members. Each member shall be appointed for a term of two years.

The Board of Supervisors' most recent action regarding this Board was taken on May 5, 2015, at which time the Board re-appointed Clark Richens for another 2-year term, and it appointed Mike Burket for a term beginning on May 5, 2015. Both members' terms of office don't expire until December 31, 2016. The five remaining Board members' terms of office expired on December 31, 2015. Four of the five members have agreed to serve another 2-year term of office; however, that information was not presented to the Clerk of the Board until recently.

Evaluation

Fred Jimenez, Dave Cook, Diana Hemovich and Albert Hunt have agreed to serve another 2-year term of office on the Cooperative Extension Advisory Board. Appointments to this Board must be made by the Board of Supervisors.

Conclusion

The Board of Supervisors needs to take an action to reappoint the following members of the Gila County Cooperative Extension Advisory Board so that their terms of office are retroactive from January 1, 2016, through December 31, 2017, as follows: Fred Jimenez, Dave Cook, Diana Hemovich and Albert Hunt. There currently is one vacancy on this Board

who represents "principal business." Cooperative Extension Office staff is seeking a candidate to fill this slot on the Advisory Board.

Recommendation

It is recommended that the Board of Supervisors reappoint the 4 members as stated above.

Suggested Motion

Approval of the following re-appointments to the Gila County Cooperative Extension Advisory Board for the term of office beginning January 1, 2016, through December 31, 2017: Fred Jimenez, Dave Cook, Diana Hemovich and Albert Hunt.

Attachments

Gila County Cooperative Extension Advisory Board List

GILA COUNTY COOPERATIVE EXTENSION ADVISORY BOARD

(Proposed to the BOS on 4/5/16)

Name of Member & Appointment Info.[1]	Appointment Designation[2]	Appointment Type[3] & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins
Clark Richins (Principal Business)	B	C (05/05/15)	12 years	01/01/15-12/31/16	01/01/15-12/31/16
Fred Jimenez (Utilizes County Ag. Extension Services)	B	C (04/05/16)	3 years, 10 months	01/01/16-12/31/17	01/01/16-12/31/17
Dave Cook (Principal Business)	B	C (04/05/16)	9 years, 8 months	01/01/16-12/31/17	01/01/16-12/31/17
Mike Burket (Youth Programs - 4-H)	B	A (05/05/15)	-	05/05/15-12/31/16	01/01/15-12/31/16
Diana Hemovich (Principal Business)	B	C (04/05/16)	1 year, 8 months	01/01/16-12/31/17	01/01/16-12/31/17
Albert Hunt (Utilizes County Ag. Extension Services)	B	C (04/05/16)	2 years, 7 months	01/01/16-12/31/17	01/01/16-12/31/17
VACANT (Principal Business)	B	A	-	?-12/31/17	01/01/16-12/31/17

[1] Appointment Information:

A. A.R.S. §3-124-County agricultural extension board; members; appointment; term; qualifications; office space states, "The board of supervisors shall appoint 7 persons, who are residents of the county, to a county agricultural extension board, 4 of whom have as their principal business the production of agricultural commodities, and the other 3 of whom shall be representative of organizations or persons who utilize the county agricultural extension services."
B. Each member shall be appointed for a term of 2 years.
C. The University of Arizona, College of Agriculture and Life Sciences, administers all cooperative extension programs throughout the state.

[2] Appointment Designation:

A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
B. Supervisory Appointment: Member unrestricted by district.
C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
E. Alternate Members: As defined by individual committee criteria.

[3] Appointment Type

A. New Appointment
B. Existing vacancy created by (provide name)
C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-3663 **Consent Agenda Item 4. K.**

Regular BOS Meeting

Meeting Date: 04/05/2016

Submitted For: Eric Mariscal, Submitted By: Cate Gore, Elections Assistant Director

Department: Elections Department

Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Republican Party.

Background Information

A.R.S. §16-821 (B) provides if a vacancy exists in the office of the precinct committeemen, 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

Two individuals, Joseph J. Johnson and Mary Kathleen Johnson of Pine-Strawberry West, have been submitted by the Gila County Republican Committee Chairman for appointment to the office of precinct committeemen for the Pine-Strawberry West Precinct. Per Arizona Revised Statute, the Board of Supervisors has the authority to make these appointments.

Conclusion

The Gila County Republican Party Chairman has submitted the names of Joseph J. Johnson and Mary Kathleen Johnson to be appointed as precinct committeemen for the Pine-Strawberry West precinct by the Board of Supervisors.

Recommendation

The Elections Director recommends that the Board of Supervisors approve the appointment as submitted by the Gila County Republican Committee.

Suggested Motion

Approval of the following precinct committeemen appointments as submitted by the Gila County Republican Committee: Pine-Strawberry West Precinct - Joseph J. Johnson and Mary Kathleen Johnson.

Attachments

Joseph J. Johnson Appointment

Mary K. Johnson Appointment

Arizona Revised Statute 16-821

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Joseph J. Johnson (Name on Voter Registration) a duly qualified Republican elector residing at

PO Box 1342, 3966 Hillside Rd, Lot 22 Pine AZ 85544

Address City State Zip

602-677-2386 → →

Home Phone Work Phone Cell Phone

joe@pineprecision.com

Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Pine-Strawberry West CODE NUMBER 310A

to fill a vacancy in the same Precinct because:

X Legal vacancy has not been filled.

____ Resignation/Replacement/Death of _____

RESPECTFULLY SUBMITTED

Gila County Chairman 1 March 2016

Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
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: Date: 2/26/16

Voter Identification Number: 04-00039652

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Mary Kathleen Johnson (Name on Voter Registration) a duly qualified Republican elector residing at

P.O. Box 1342, 3466 Hillside Rd, Pine, AZ 85544
Address City Lot 22 State Zip

[cell] 474-2392 x 100 928-970-2234
Home Phone Work Phone Cell Phone

nadamaid@aol.com —
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Pine-Strawberry West CODE NUMBER 310.A

to fill a vacancy in the same Precinct because:

✓ Legal vacancy has not been filled.

_____ Resignation/Replacement/Death of _____

RESPECTFULLY SUBMITTED

Gila County Chairman 1 March 2016
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
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: Mary Kathleen Johnson Date: 2/26/16

Voter Identification Number: 0400048123

Arizona State Legislature

Bill Number Search:

Fifty-second Legislature - First Regular Session

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16-821. County committee; vacancy in office of precinct committeeman

A. At the primary election the members of a political party entitled to representation pursuant to section 16-804 residing in each precinct shall choose one of their number as a county precinct committeeman, and the members shall choose one additional precinct committeeman for each one hundred twenty-five voters or major fraction thereof registered in the party in the precinct as reported pursuant to section 16-168, subsection G on March 1 of the year in which the general election is held. The whole number of precinct committeemen of a political party shall constitute the county committee of the party.

B. The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291.

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ARF-3669 **Consent Agenda Item** **4. L.**

Regular BOS Meeting

Meeting Date: 04/05/2016

Reporting Period: February 2016

Submitted For: Colt White, Payson Regional Constable

Submitted By: Michelle Keegan, Constable Clerk

Information

Subject

Payson Regional Constable's Office Monthly Report for February 2016

Suggested Motion

Acknowledgment of the February 2016 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office Monthly Report for February 2016

Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

February 2016
MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

March 2, 2016

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **February, 2016**, the Payson Regional Constable's Office:

- Received a total of **100** papers for service
- Drove a total of **1,085** miles
- Collected a total of **$1,792.20** as follows:

• Check Total	$1,248.20
• Cash Total	$544.00
• Total Deposited	$1,792.20
• Check #2416, AZ Constable's Association – annual dues	($ 190.00)
• Check #2417, JJL Process Corp – refund - overpayment	($ 93.00)
• Check #2420, Combat Cartridge, ammo purchase	($ 518.83)
• Less Writ Fee (6 @ $5.00/each) Collected (Check #2421/Treasurer's Receipt #98434)	($ 30.00)
• Paid to General Fund (Check #2422/Treasurer's Receipt #98434)	$ 960.37
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Regional Constable	$ 875.00
Grand Total Paid to General Fund	**$1,835.37**

Respectfully submitted,

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS
MONTHLY TOTALS FOR FISCAL YEAR 2015-2016

2015-2016 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	114	878	$1,345.00	$875.00	$2,220.00
AUGUST	202	1,029	$1,396.24	$875.00	$2,271.24
SEPTEMBER	104	791	$1,383.00	$875.00	$2,258.00
OCTOBER	285	961	$993.60	$875.00	$1,868.60
NOVEMBER	96	801	$1,128.80	$875.00	$2,003.80
DECEMBER	170	1,044	$636.20	$875.00	$1,511.20
JANUARY	142	1,317	$1,152.00	$875.00	$2,027.00
FEBRUARY	100	1,085	$1,792.20	$875.00	$2,354.20
MARCH					
APRIL					
MAY					
JUNE					
YEAR TOTAL:	1,213	7,906	$9,827.04	$7,000.00	$16,827.04

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Payson Regional Constable's Office

Cash Received Report, by Name

Name	Process #	Received	Receipt #	Amount Received
Armijo, Edward Castillo	1602PR041	02/17/16	774	67.20
				67.20
Avakian, Jon Christopher	1602PR085	02/25/16	778	40.00
				40.00
Brown, Lori L	1602PR001	02/01/16	752	77.60
				77.60
Bruno Brooks & Goldberg PC,	1602PR025	02/10/16	764	96.00
				96.00
Coon, Norene Marie	1602PR035	02/16/16	772	40.00
				40.00
DL Investigations & Att Supt,	1602PR078	02/23/16	777	40.00
				40.00
Dawson, Kenneth	1602PR008	02/01/16	754	48.00
				48.00
Evans Dove & Nelson PLC,	1602PR022	02/09/16	761	77.00
				77.00
Goggan Blair & Sampson LLP, Linebarger	1602PR024	02/09/16	763	57.60
				57.60
Integrity Attorney Services,	1602PR098	02/29/16	782	40.00
	1602PR099	02/29/16	783	60.00
				100.00
JJL Process Corp,	1602PR014	02/05/16	757	69.00
	1602PR015	02/05/16	758	69.00
	1602PR026	02/10/16	765	64.00

	1602PR027	02/10/16	770	64.00
	1602PR038	02/16/16	768	69.00
	1602PR097	02/29/16	781	69.00
				404.00
James, Robert Michael	1602PR011	02/02/16	755	48.00
				48.00
Klemmer, James Roger	1602PR032	02/16/16	766	68.00
				68.00
Kofile, Cynthia	1602PR023	02/09/16	762	40.00
				40.00
Koglmeier Law Group PLC,	1512PR059	02/08/16	760	10.40
				10.40
Lloyd Law Group PLLC,	1602PR007	02/01/16	753	40.00
				40.00
Miranda, Freddie	1602PR033	02/16/16	767	67.20
				67.20
Real Property Business Svcs,	1602PR100	02/29/16	784	69.00
				69.00
Roberson, Sarah Anne	1602PR065	02/19/16	776	74.00
				74.00
Schaffer, Lorrayne Susanne	1602PR019	02/08/16	759	48.00
				48.00
Spontaneous Ventures LLC,	1602PR040	02/16/16	773	67.20
				67.20
Traynor Law Firm,	1602PR034	02/16/16	771	40.00
				40.00
Williams Zinman & Parham PC,	1602PR013	02/05/16	756	48.00
	1602PR039	02/16/16	769	48.00

1602PR064	02/18/16	775	77.00

			173.00

Total Cash Received:			**1792.20**

Report Includes:
All transaction dates between `02/01/16` and `02/29/16`, All received by persons, All courts, All agencies matching `PRCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`

Payson Regional Constable's Office

Process Status Report, by Process Type

Process Description	Total	Active		Served		Retd/Unsrvd	
Arrest Warrant	16	16	100.00	0	0.00	0	0.00
Civil Citation	1	0	0.00	1	100.00	0	0.00
Criminal Subpoena	40	3	7.50	36	90.00	1	2.50
Civil Subpoena	5	2	40.00	3	60.00	0	0.00
Divorce Packet	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	8	0	0.00	8	100.00	0	0.00
Notice	1	0	0.00	1	100.00	0	0.00
Order of Protection	8	1	12.50	6	75.00	1	12.50
Order to Appear	1	0	0.00	1	100.00	0	0.00
Summons and Complaint	5	0	0.00	4	80.00	1	20.00
Summons Forcible Detainer	7	0	0.00	7	100.00	0	0.00
Criminal Summons	1	0	0.00	1	100.00	0	0.00
Writ of Garnishment Earnings	1	1	100.00	0	0.00	0	0.00
Writ of Garnishment Non Earnin	3	1	33.33	2	66.67	0	0.00
Writ of Restitution	2	0	0.00	2	100.00	0	0.00
Totals	**100**	**24**	**24.00**	**73**	**73.00**	**3**	**3.00**

Report Includes:
All receive dates between `00:00:00 02/01/16` and `23:59:59 02/29/16`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`

Payson Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Anthony, Larry

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	Licavoli, P V	DPS Clipboard	YES
Time/Date: 15:44:00 02/25/16			

To Be Served: Armijo, Edward C.

Service Attempt	Attempted By	Served On	Svd?
5311 N RIM WOOD DR, Strawberry	Todd, Travis		NO
Time/Date: 15:43:00 02/12/16			
5211 N RIM WOOD RD, Strawberry	Halenar, R		NO
Time/Date: 08:45:00 02/16/16			
5211 N RIM WOOD RD, Strawberry	Engler, D B		NO
Time/Date: 17:00:00 02/16/16			
5211 N RIM WOOD RD, Strawberry	Cross, J	Edward Armijo	YES
Time/Date: 11:20:00 02/17/16			

To Be Served: Beckstead, John

Service Attempt	Attempted By	Served On	Svd?
316 W FRONTIER ST; unit B, Payson	Cross, J	John Beckstead	YES
Time/Date: 08:39:00 02/10/16			

To Be Served: Bertone, Christopher F.

Service Attempt	Attempted By	Served On	Svd?
308 E RIDGE LN, Payson	Labonte, C	Christopher F Bertone	YES
Time/Date: 21:00:00 02/18/16			

To Be Served: Blake, Joel M.

Service Attempt	Attempted By	Served On	Svd?
	Labonte, C	Joel Michael Blake	YES

Time/Date: 20:15:00 02/18/16

To Be Served: Bowan, Tiffany A.

Service Attempt	Attempted By	Served On	Svd?
8169 W CAMINO REAL, Payson	Halenar, R		NO
Time/Date: 12:00:00 02/07/16			
308 E WADE LN, Payson	Halenar, R		NO
Time/Date: 12:25:00 02/07/16			
308 E WADE LN, Payson	Engler, D B	Tiffany Bowan	YES
Time/Date: 21:28:00 02/08/16			

To Be Served: Cahalan, Maureen S.

Service Attempt	Attempted By	Served On	Svd?
703 E Frontier Street #17, Payson	Cross, J	Posted on Door	YES
Time/Date: 14:04:00 02/05/16			
703 E Frontier Street #17, Payson	David Hornung		NO
Time/Date: 11:05:00 02/19/16			
703 E Frontier Street #17, Payson	David Hornung		NO
Time/Date: 13:42:00 02/19/16			
703 E Frontier Street #17, Payson	David Hornung	Posted notice on front door	NO
Time/Date: 15:30:00 02/19/16			
703 E Frontier Street #17, Payson	Michelle Keegan		NO
Time/Date: 15:25:00 02/22/16			
703 E Frontier Street #17, Payson	Todd, Travis	Property vacant	YES
Time/Date: 17:32:00 02/26/16			

To Be Served: Caldwell, Lela M.

Service Attempt	Attempted By	Served On	Svd?
602 W Frontier St, Payson	Engler, D B	Lela Caldwell	YES
Time/Date: 19:45:00 02/22/16			
602 W Frontier St, Payson	Engler, D B	Lela Caldwell	YES
Time/Date: 19:45:00 02/22/16			

To Be Served: Carroll, Joanna L.

Service Attempt	Attempted By	Served On	Svd?
801 W Longhorn Rd #3, Payson	Halenar, R		NO
Time/Date: 13:40:00 02/09/16			
801 W Longhorn Rd #3, Payson	Halenar, R	Joanna Lynn Carroll	YES
Time/Date: 14:35:00 02/09/16			

To Be Served: Chagolla, Robert

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	Halenar, R	GCSO Clipboard	YES
Time/Date: 17:14:00 02/23/16			

To Be Served: Cline, Deborah A.

Service Attempt	Attempted By	Served On	Svd?
614 W Saddle Lane, Payson	Halenar, R		NO
Time/Date: 09:55:00 02/02/16			
614 W Saddle Lane, Payson	Nudson, T E		NO
Time/Date: 13:00:00 02/04/16			
614 W Saddle Lane, Payson	Halenar, R		NO
Time/Date: 09:25:00 02/07/16			
614 W Saddle Lane, Payson	Halenar, R		NO
Time/Date: 14:05:00 02/09/16			
614 W Saddle Lane, Payson	Cross, J		NO
Time/Date: 09:12:00 02/10/16			
614 W Saddle Lane, Payson	Todd, Travis		NO
Time/Date: 21:04:00 02/10/16			
614 W Saddle Lane, Payson	Cross, J	Deborah Ann Cline	YES
Time/Date: 10:40:00 02/12/16			

To Be Served: Coon, Gary B.

Service Attempt	Attempted By	Served On	Svd?
314 Saddleback Trail, The Knolls, Payson	Halenar, R	Gary B Coon	YES
Time/Date: 15:37:00 02/16/16			

To Be Served: Cowan, Jack M.

Service Attempt	Attempted By	Served On	Svd?
13456 Hwy 87 N, Bar T Bar Ranch, Payson	Labonte, C		NO
Time/Date: 11:00:00 02/11/16			
13456 Hwy 87 N, Bar T Bar Ranch, Payson	Halenar, R	Jack M Cowan	YES
Time/Date: 10:45:00 02/13/16			

To Be Served: Crom, Stacy A.

Service Attempt	Attempted By	Served On	Svd?
273 N Coyote Way, Star Valley	Halenar, R	Stacy Crom	YES
Time/Date: 09:50:00 02/07/16			

To Be Served: Crom, Thomas L. III

Service Attempt	Attempted By	Served On	Svd?
273 N Coyote Way/Star Valley, Star Valley	Halenar, R	Thomas Crom II	YES
Time/Date: 09:50:00 02/07/16			

To Be Served: Darrah, Dennis E.

Service Attempt	Attempted By	Served On	Svd?
9634 Fossil Creek Road, Strawberry	Engler, D B	Dennis Darrah	YES
Time/Date: 17:15:00 02/16/16			

To Be Served: Davies, Jesse T.

Service Attempt	Attempted By	Served On	Svd?
303 North Beeline, Payson	Cronk, R C	PPD Clipboard	YES
Time/Date: 13:05:00 02/18/16			

To Be Served: Deaton, Justin

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Hwy, Payson	Cronk, R C	PPD Clipboard	YES
Time/Date: 13:05:00 02/18/16			

To Be Served: Deschaaf, Chad

Service Attempt	Attempted By	Served On	Svd?
303 North Beeline Hwy, Payson	Cronk, R C	PPD Clipboard	YES
Time/Date: 13:05:00 02/18/16			

To Be Served: Donovan, Elizabeth

Service Attempt	Attempted By	Served On	Svd?
303 N BEELINE HWY, Payson	Cronk, R C	Elizabeth Donovan	YES
Time/Date: 13:37:00 02/18/16			

To Be Served: Engler, Donald B.

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Hwy, Payson	Cronk, R C	PPD Clipboard	YES
Time/Date: 13:02:00 02/18/16			

To Be Served: English, Paul

Service Attempt	Attempted By	Served On	Svd?
115 E STHY 260, Payson	Matthew Binney		NO
Time/Date: 17:15:00 02/01/16			
115 E STHY 260, Payson	Halenar, R	Paul English	YES
Time/Date: 09:02:00 02/02/16			

To Be Served: Falbo, Frank C.

Service Attempt	Attempted By	Served On	Svd?
4980 Fuller Rd/PO Box 862, Pine, Strawberry	Cross, J		NO
Time/Date: 11:37:00 02/17/16			
4980 Fuller Rd/PO Box 862, Pine, Strawberry	Cross, J		NO
Time/Date: 12:31:00 02/19/16			
4980 Fuller Rd/PO Box 862, Pine, Strawberry	Labonte, C		NO
Time/Date: 20:00:00 02/19/16			
5131 N FOSSIL CREEK LN, Strawberry	Halenar, R	Frank Falbo	YES
Time/Date: 08:12:00 02/22/16			

To Be Served: Fletcher, Jonathan A.

Service Attempt	Attempted By	Served On	Svd?
9318 W Gibson Ranch Rd Unit 2, Payson	Halenar, R		NO
Time/Date: 11:30:00 02/07/16			
9318 W Gibson Ranch Rd Unit 2, Payson	Michelle Keegan		NO
Time/Date: 14:00:00 02/10/16			
9318 W Gibson Ranch Rd Unit 2, Payson	Cross, J	Jonathan Fletcher	YES
Time/Date: 14:31:00 02/11/16			

To Be Served: Frank, John

Service Attempt	Attempted By	Served On	Svd?
1432 W Emerald Dr; Unit 673, Mesa	Michelle Keegan		NO
Time/Date: 10:13:00 02/02/16			

To Be Served: Garvin, Donald J.

Service Attempt	Attempted By	Served On	Svd?
303 N. Beeline, Payson	Cronk, R C	PPD Clipboard	YES
Time/Date: 13:05:00 02/18/16			

To Be Served: Goodman, Lacee A.

Service Attempt	Attempted By	Served On	Svd?
2602 W PALMER DR, Payson	Cross, J	Lacee Goodman	YES
Time/Date: 15:20:00 02/24/16			

To Be Served: Gurrera, Shay

Service Attempt	Attempted By	Served On	Svd?
1501 N CESSNA CIR, Payson	Cross, J	Sean Ferrell	NO
Time/Date: 15:00:00 02/24/16			
1501 N CESSNA CIR, Payson	Cross, J	Shay Gurrera	YES
Time/Date: 10:53:00 02/25/16			

To Be Served: Hamilton, Dane W.

Service Attempt	Attempted By	Served On	Svd?
801 E FRONTIER ST; unit 34, Payson	Newman, W D	Posted/Abandoned residence	YES

Time/Date: 12:30:00 02/09/16

To Be Served: Hansen, Michael

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	Cronk, R C	PPD Clipboard	YES

Time/Date: 13:05:00 02/18/16

To Be Served: Haught, Roy G.

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	Cronk, R C	Roy Haught	YES

Time/Date: 12:53:00 02/18/16

To Be Served: Havey, Matthew T.

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	Hensley, T J	GCSO Clipboard	YES

Time/Date: 21:00:00 02/02/16

To Be Served: Hazelo, Jason

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Hwy, Payson	Cronk, R C	PPD Clipboard	YES

Time/Date: 13:05:00 02/18/16

To Be Served: Heape, April J.

Service Attempt	Attempted By	Served On	Svd?
109 E GARRELS DR; unit A, Star Valley	Halenar, R	Posted copy on Front Door	YES

Time/Date: 09:39:00 02/02/16

To Be Served: Helms, Steven M.

Service Attempt	Attempted By	Served On	Svd?
	Labonte, C		NO

Time/Date: 20:15:00 02/18/16

To Be Served: Hendy, Joseph W.

Service Attempt	Attempted By	Served On	Svd?

322 E CEDAR MILL RD, Star Valley	Havey, M T	Joseph Hendy	YES

Time/Date: 21:24:00 02/08/16

To Be Served: Hoffman, Yvette

Service Attempt	Attempted By	Served On	Svd?
714 S BEELINE HWY, Payson	Engler, D B	Yvette Hoffman	YES

Time/Date: 16:25:00 02/01/16

To Be Served: Ibarra, Victoria

Service Attempt	Attempted By	Served On	Svd?
115 E STHY 260, Payson	Matthew Binney	Victoria Ibarra	YES

Time/Date: 17:15:00 02/01/16

To Be Served: Jafetsdottir, Svanhildur

Service Attempt	Attempted By	Served On	Svd?
608 E HIGHWAY 260, Payson	Cronk, R C	Svanna Jafetsdotter	YES

Time/Date: 11:06:00 02/19/16

To Be Served: Jewett, Richard L.

Service Attempt	Attempted By	Served On	Svd?
905 N BEELINE HWY; FOUR SEASONS; unit 24, Payson	Engler, D B	Richard L Jewett	YES

Time/Date: 22:49:00 02/02/16

To Be Served: JP Morgan Chase Bank NA

Service Attempt	Attempted By	Served On	Svd?
200 S Beeline Highway, Payson	Cronk, R C	Andrew Strader	YES

Time/Date: 09:53:00 02/12/16

To Be Served: Kerszykowski, Leonard G.

Service Attempt	Attempted By	Served On	Svd?
108 W Main St -Work, Payson	Halenar, R	GCSO Clipboard	YES

Time/Date: 17:14:00 02/23/16

To Be Served: Koeckes, Tommy J.

Service Attempt	Attempted By	Served On	Svd?
922 W WAGON TRL, Payson	Halenar, R		NO
Time/Date: 15:20:00 02/16/16			
922 W WAGON TRL, Payson	Halenar, R		NO
Time/Date: 10:00:00 02/29/16			

To Be Served: Koeckes, Tommy H.

Service Attempt	Attempted By	Served On	Svd?
922 W WAGON TRL, Payson	Halenar, R		NO
Time/Date: 15:20:00 02/16/16			

To Be Served: Kofile, Cynthia

Service Attempt	Attempted By	Served On	Svd?
1107 W COUNTRY CLUB DR, Payson	Todd, Travis		NO
Time/Date: 17:08:00 02/12/16			
1107 W COUNTRY CLUB DR, Payson	Cross, J	Cynthia Kofile	YES
Time/Date: 10:45:00 02/13/16			

To Be Served: Krenn, Eugene R.

Service Attempt	Attempted By	Served On	Svd?
487 Mad As Hell Ranch Rd/PO Box 665, Tonto Basin	Michelle Keegan		NO
Time/Date: 10:40:00 02/11/16			
487 Mad As Hell Ranch Rd/PO Box 665, Tonto Basin	Michelle Keegan		NO
Time/Date: 10:45:00 02/11/16			

To Be Served: Kunda, Matthew S.

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	Licavoli, P V	DPS Clipboard	YES
Time/Date: 15:44:00 02/25/16			

To Be Served: LaBonte, Cole

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	Havey, M T	GCSO Clipboard	YES
Time/Date: 19:00:00 02/22/16			

To Be Served: Landry, Jay J.

Service Attempt	Attempted By	Served On	Svd?
8169 W CAMINO REAL, Payson	Halenar, R		NO
Time/Date: 12:00:00 02/07/16			
308 E WADE LN, Payson	Halenar, R		NO
Time/Date: 12:25:00 02/07/16			
108 W MAIN ST, Payson	Havey, M T	Jay Landry	YES
Time/Date: 01:29:00 02/10/16			

To Be Served: Lashley, Frederick E.

Service Attempt	Attempted By	Served On	Svd?
	Havey, M T	Fred Lashley	YES
Time/Date: 21:08:00 02/22/16			

To Be Served: Lee, Jacob

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	Cronk, R C	PPD Clipboard	YES
Time/Date: 13:05:00 02/18/16			

To Be Served: Linkey, Garth J.

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	Cronk, R C	PPD Clipboard	YES
Time/Date: 13:05:00 02/18/16			

To Be Served: Lootans, Beau J.

Service Attempt	Attempted By	Served On	Svd?
509 E WADE LN, Payson	Havey, M T	Beau Lootans	YES
Time/Date: 21:06:00 02/08/16			

To Be Served: Martin, Bradley

Service Attempt	Attempted By	Served On	Svd?
201 N COLCORD RD, Payson	McGroarty, C M	PDS Clipboard	YES
Time/Date: 13:27:00 02/18/16			

To Be Served: Maxwell, Colt

Service Attempt	Attempted By	Served On	Svd?
600 S Thompson, Flagstaff	Michelle Keegan	Colt Maxwell	YES
Time/Date: 10:53:00 02/17/16			

To Be Served: McAnerny, Michael

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	Cronk, R C	PPD Clipboard	YES
Time/Date: 13:05:00 02/18/16			

To Be Served: Montgomery, Steve

Service Attempt	Attempted By	Served On	Svd?
201 N Colcord Road, Payson	Halenar, R	DPS Clipboard	YES
Time/Date: 11:35:00 02/13/16			
108 W MAIN ST, Payson	Licavoli, P V	DPS Clipboard	YES
Time/Date: 15:44:00 02/25/16			

To Be Served: Nawrocki, Jessica

Service Attempt	Attempted By	Served On	Svd?
301 N BEELINE HWY, Payson	Hensley, T J	Jessica Nawrocki	YES
Time/Date: 10:29:00 02/02/16			

To Be Served: Nicoles, Jim

Service Attempt	Attempted By	Served On	Svd?
140 E BROWNSVILLE FLATS RD; unit 3, Tonto Basin	McClure, J		NO
Time/Date: 14:57:00 02/01/16			
140 E BROWNSVILLE FLATS RD; unit 3, Tonto Basin	McClure, J	Posted/Mailed	YES

Time/Date: 12:45:00 02/02/16

To Be Served: Nirk, Steven C.

Service Attempt	Attempted By	Served On	Svd?
4936 N COLUMBINE DR, Strawberry	Cross, J	Steven Nirk	YES

Time/Date: 12:45:00 02/19/16

To Be Served: Nudson, Thor

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	David Hornung	Thor Nudson	YES

Time/Date: 08:47:00 02/12/16

To Be Served: Oestmann, Dale

Service Attempt	Attempted By	Served On	Svd?
3990 Pine Ranches Cir, Pine	Cross, J	Dale Oestmann	YES

Time/Date: 12:15:00 02/19/16

To Be Served: Popke, Jodie

Service Attempt	Attempted By	Served On	Svd?
115 E STHY 260, Payson	Matthew Binney		NO

Time/Date: 17:15:00 02/01/16

115 E STHY 260, Payson	Halenar, R		NO

Time/Date: 08:45:00 02/02/16

108 W MAIN ST, Payson	Nudson, T E	Jodie Popke	YES

Time/Date: 08:52:00 02/03/16

To Be Served: Reid, Nicole M.

Service Attempt	Attempted By	Served On	Svd?
616 S MCLANE RD, Payson	Engler, D B	Posted	YES

Time/Date: 18:09:00 02/16/16

To Be Served: Roberson, Matthew S.

Service Attempt	Attempted By	Served On	Svd?
719 W OXBOW TRL, Payson	Labonte, C	Matt Roberson	YES

Time/Date: 18:29:00 02/19/16

To Be Served: Stauffer, Dennis

Service Attempt	Attempted By	Served On	Svd?
144 N FULLER RD, Star Valley	Halenar, R		NO
Time/Date: 09:20:00 02/02/16			
901 S Coeur D Alene, Payson	Engler, D B	Dennis Stauffer	YES
Time/Date: 21:10:00 02/02/16			

To Be Served: Stauffer, Jenissa

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	David Hornung	Jenissa Stauffer	YES
Time/Date: 12:10:00 02/01/16			

To Be Served: Thompson, Sarah

Service Attempt	Attempted By	Served On	Svd?
82 N SIDEWINDER TRL, Star Valley	Halenar, R	Sarah Thompson	YES
Time/Date: 15:48:00 02/16/16			

To Be Served: Trevey, Scott R.

Service Attempt	Attempted By	Served On	Svd?
136 N PINON RD, Star Valley	Cross, J		NO
Time/Date: 11:46:00 02/26/16			
136 N PINON RD, Star Valley	Cross, J	Scott R Trevey	YES
Time/Date: 10:25:00 02/27/16			

To Be Served: Trumble, Heather

Service Attempt	Attempted By	Served On	Svd?
660 S TONTO CREEK DR, Payson	Halenar, R	Heather Trumble	YES
Time/Date: 13:20:00 02/16/16			

To Be Served: Trumble, Johnathan

Service Attempt	Attempted By	Served On	Svd?

660 S TONTO CREEK DR, Payson	Halenar, R	Johnathan Trumble	YES

Time/Date: 13:20:00 02/16/16

To Be Served: VanCamp, Matthew C.

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Hwy, Payson	Cronk, R C	PPD Clipboard	YES

Time/Date: 13:05:00 02/18/16

To Be Served: Varga, Mike

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Hwy, Payson	Cronk, R C	PPD Clipboard	YES

Time/Date: 13:05:00 02/18/16

To Be Served: Weidenback, Cameron

Service Attempt	Attempted By	Served On	Svd?
201 N COLCORD RD, Payson	McGroarty, C M	DPS Clipboard	YES

Time/Date: 13:27:00 02/18/16

To Be Served: Wells Fargo-Payson

Service Attempt	Attempted By	Served On	Svd?
115 E STHY 260, Payson	Cronk, R C	Victoria Ibarra	YES

Time/Date: 10:00:00 02/12/16

To Be Served: West, John C.

Service Attempt	Attempted By	Served On	Svd?
236 E BUCKBOARD TRL, Payson	Labonte, C	John West	YES

Time/Date: 17:37:00 02/19/16

To Be Served: Witt, Coda

Service Attempt	Attempted By	Served On	Svd?
108 W MAIN ST, Payson	McGroarty, C M	Coda Witt	YES

Time/Date: 14:10:00 02/19/16

To Be Served: Zummallen, Ruth

Service Attempt	Attempted By	Served On	Svd?
404 W AERO DR, Payson	Halenar, R	Ruth Zummallen	YES

Time/Date: 08:25:00 02/02/16

Report Includes:
All dates between `00:00:00 02/01/16` and `23:59:59 02/29/16`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `PRCO`, All dispositions

MILEAGE FOR THE MONTH

February 2016

DATE	MILES DRIVEN BY B-185	ASSISTED BY OTHER AGENCY	MILES DRIVEN BY B-12	
2/1	15	80		
2/2		123		
2/3		6		
2/4		6		
2/5	27	6		
2/7		56		
2/8		22		
2/9		24		
2/10		24		
2/11		12		
2/12		61		
2/13		18		
2/16	21	154		
2/17		72		
2/18		37		
2/19		175		
2/22		59		
2/23		2		
2/24	16	12		
2/25		9		
2/26		16		
2/27		10		
2/28	16			
2/29		6		
DAYS	**95**	**990**	**0**	

Total Miles Driven By The Constable's Office **1085** **February 2016**

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2421
91-527/1221 6128
0703680454

DATE 3/3/16

PAY TO THE ORDER OF Gila County Treasurer $ 30.00

Thirty + NO/100'S DOLLARS

Security Features Details on Back.

WELLS FARGO
Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Writ fees - February

⑈0000002421⑈ ⑆122105278⑆ 0703680454⑈

STYLE XPP

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2422
91-527/1221 6128
0703680454

DATE 3/3/16

PAY TO THE ORDER OF Gila County Treasurer $ 960.37

Nine hundred sixty + 37/100'S DOLLARS

Security Features Details on Back.

WELLS FARGO
Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Service fees - February

⑈0000002422⑈ ⑆122105278⑆ 0703680454⑈

STYLE XPP

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 3/3/16

GRANT #

DEPOSIT TO FUND Multiple Funds FUND #

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED February 2016

Account Code	Revenue Description	Amount	
T9162061	CESTB - writ fees collected		
	February 2016		
	6 @ 5.00 Ck# 2421	30	00
1005.324.3405.80	Service fees collected		
	2/1/16 thru 2/29/16	960	37
		990	37

Authorized Signature 220 Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By Date

TREASURER

98434

ARF-3685 **Consent Agenda Item** **4. M.**

Regular BOS Meeting

Meeting Date: 04/05/2016

Reporting Period: February 2016

Submitted For: Anita Escobedo, Clerk of the Superior Court

Submitted By: Vicki Aguilar, Chief Deputy Clerk of the Superior Court

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Information

Subject

Clerk of the Superior Court's Office Monthly Report for February 2016.

Suggested Motion

Acknowledgment of the February 2016 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

February 2016

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

FEBRUARY 2016

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 3/17/2016 8:41:18 AM

Criteria : From Date : 2/1/2016 To Date :2/29/2016

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	$5304.41		($2762.43)		$2541.98	$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	$9047.24				$9047.24	$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	$2905.70				$2905.70	$145.29
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	$15.39				$15.39	$0.77
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	$123.15				$123.15	$6.16
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	$224.79		$25.00		$249.79	$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	$66.13				$66.13	$3.31
		ZATT	ATTORNEY FEE REIMBURSEMENT	$2290.10				$2290.10	$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	$495.00				$495.00	$24.75
		ZFEE	BASE FEES (GENERAL FUND)	$6047.62				$6047.62	$302.38
		ZFINE	BASE FINES	$4223.87		$345.00		$4568.87	$228.44
		ZCIEF	CHILDREN ISSUES EDUC FUND	$708.95				$708.95	$35.45

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZCEF	CLEAN ELECTIONS FUND	$391.64				$391.64	$0.00
		ZCAA1	CONFIDENTAL ADDRESS ASSESSMENT FUND-STATE	$59.89				$59.89	$2.99
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	$3.15				$3.15	$0.16
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	$48.98				$48.98	$2.45
		ZJDET	COUNTY JUV DETENTION	$3.60				$3.60	$0.18
		ZCLLF	COUNTY LAW LIBRARY FUND	$2904.11				$2904.11	$145.21
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	$1975.34				$1975.34	$98.77
		ZDNAS	DNA STATE SURCHARGE	$183.10				$183.10	$9.16
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	$1152.11				$1152.11	$57.61
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	$365.90				$365.90	$18.30
		ZDREF	DOMESTIC RELATIONS EDUCATION	$143.90				$143.90	$7.20
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	$1746.17				$1746.17	$87.31
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	$105.89				$105.89	$5.29
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	$248.16				$248.16	$12.41

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDCRT	DRUG COURT FEE FUND	$245.00				$245.00	$12.25
		ZDUIA	DUI ABATEMENT FUND	$125.00				$125.00	$6.25
		ZCSVF	EXPEDITED CHILD SUPPORT AND	$496.44				$496.44	$24.82
		ZWITN	EXPERT WITNESS FUND	$660.00				$660.00	$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	$84.08		$500.77		$584.85	$29.24
		ZEXJU	EXTRA JUV PROBATION ASMNT	$159.62				$159.62	$7.98
		ZEXT	EXTRADITION REIMBURSEMENT	$50.00				$50.00	$0.00
		ZFAR2	FARE DELINQUENCY FEE	$411.59				$411.59	$0.00
		ZFAR1	FARE SPEC COLLECTIONS	$1122.12				$1122.12	$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	$274.12				$274.12	$13.71
		ZCC	GEN JURIS CONCILIATION COURT	$1593.75				$1593.75	$79.69
		ZGCAT	GILA COUNTY ATTORNEY - 60%	$4737.49		$42.00		$4779.49	$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	$789.55		$7.00		$796.55	$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	$2368.76		$21.00		$2389.76	$0.00
		ZJF	JAIL (INCARCERATION) FEES	$19.56				$19.56	$0.00

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	$1426.39				$1426.39	$71.32
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	$3240.57				$3240.57	$162.03
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	$201.73		$7.00		$208.73	$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	$374.64		$13.00		$387.64	$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER $40			$200.00		$200.00	$10.00
		ZJDU	JUVENILE DIVERSN FUND UNDER $40			$350.00		$350.00	$17.50
		ZJS	JUVENILE PROBATION SERV FEES	$272.74				$272.74	$13.64
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	$542.25				$542.25	$27.11
		ZMISC	MISCELLANEOUS FEES	$72.42				$72.42	$3.62
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	$16.03				$16.03	$0.80
		ZOS5	OFFCR SAFETY EQUIP -DPS	$4.00				$4.00	$0.20
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	$41.54				$41.54	$2.08
		ZOVF	OVERPAYMENT FORFEITED	$1.56				$1.56	$0.08
		ZPP	PASSPORT APPLICATION FEES	$1875.00				$1875.00	$93.75

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZPCOF	PRISON CONSTRUCTION AND	$612.00				$612.00	$30.60
		ZPBA	PROBATION FEE ADULT	$16133.60		$1056.73		$17190.33	$859.52
		ZPRSU	PROBATION SURCHARGE ($5.00)	$0.24				$0.24	$0.01
		ZPUBZ	PUBLIC DEFENDER FEES	$60.57				$60.57	$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	$1162.00				$1162.00	$0.00
		ZSOMF	SEX OFFENDER MONITORING FND	$250.00				$250.00	$12.50
		ZSMEN	SPOUSAL MAINTENANCE FUND	$122.60				$122.60	$6.13
		ZSTAT	STATE TREASURER - GENERAL FUND	$31.38				$31.38	$1.57
		ZTECH	TECHNICAL REGISTRATION FUND	$116.92				$116.92	$5.85
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	$75.00		$50.00		$125.00	$6.25
		ZGFDU	XTRA DUI ASSMT	$25.00				$25.00	$1.25
		ZPRS9	ZPRS9	$318.34				$318.34	$15.92
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	$22.00				$22.00	$0.00
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	$107.00				$107.00	$0.00

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	$9676.02		$144.93		$9820.95	$0.00
			Total:	**$90702.91**		**$0.00**		**$90702.91**	**$2709.26**

Less Shaded Areas;	- 21,902.89
	68,800.02
Less Hold Receipting:	- 2,541.98
	66,258.04
Less F.A.R.E	- 1,533.71
	$ 64,724.33

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of FEBRUARY 2016.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 8TH day of MARCH 2016.

Vicki S. Aguilar
Chief Deputy

ARF-3687 **Consent Agenda Item** **4. N.**

Regular BOS Meeting

Meeting Date: 04/05/2016

Reporting Period: March 15, 2016

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk

Information

Subject

March 15, 2016, Board of Supervisors' meeting minutes.

Suggested Motion

Approval of the March 15, 2016, Board of Supervisors' meeting minutes.

Attachments

03-15-16 BOS Meeting Minutes

BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA

Date: March 15, 2016

MICHAEL A. PASTOR Chairman	**MARIAN E. SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Laurie J. Kline Deputy Clerk
JOHN D. MARCANTI Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Jefferson R. Dalton, Deputy County Attorney, Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Michael Scannell led the Pledge of Allegiance and Pastor Kelly Woolridge of the First Assembly of God in Payson delivered the invocation.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve the use of State of Arizona Procurement Office Contract No. ADSPO13-054359 with Blackstone Security Services, Inc. whereby the contractor will provide armed security manpower for the safety of the public and employees at the Payson Courthouse in the amount of $83,081 for the period of April 2, 2016, to April 1, 2017.

Jeff Hessenius, Finance Division Director, stated that on October 13, 2015, the Board approved the use of the State Procurement Office Contract No. ADSP013-054359 with Blackstone Security Services, Inc. in order to provide security services to the Payson Courthouse for a six-month period. The contract will expire soon and the services have been acceptable; therefore, staff recommends approval of the renewal of the contract for an additional year as described above. Vice-Chairman Martin and Supervisor Marcanti commented favorably. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the use of State Procurement Office Contract No. ADSP013-054359.

B. Information/Discussion/Action to authorize the advertisement of Invitation for Bid No. 021616-1 for the purchase of up to five, new full size, 4 door, 4x4, SSVs (special service vehicles) for the Gila County Sheriff's Office.

Mr. Hessenius stated that around this time last year, the Board approved an item similar to this proposed purchase for the Sheriff's Office. The request today is for the Board to authorize the Finance Division to requests bids and secure pricing to allow for the procurement of special service vehicles for use by the Sheriff's Office at a future date if the need arises. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the advertisement of Invitation for Bid No. 021616-1.

C. Information/Discussion/Action to accept the Citizens' Petition to begin the process to establish Stageline Road and Singletree Lane as primitive roads.

Steve Sanders, Public Works Division Director, stated that a Citizens' Petition was submitted to Public Works requesting that the County establish Stageline Road and Singletree Lane, located southwest of Payson, as primitive roads. If the Board chooses to accept the Citizens' Petition, easements from the affected property owners will need to be granted. Once the easements are accepted by the County, providing maintenance will consist of grading the roads a few times a year. Providing maintenance on these roads will not create a hardship or reduce the level of service to other roads in the Gila County Maintained Roadway System. Vice-Chairman Martin inquired if these roads connect to roads that are maintained by the County, to which Mr. Sanders replied in the affirmative. He stated that these roads connect to Gibson Ranch Road of which the County has an easement across U.S. Forest Service land. Chairman Pastor inquired if it is unusual for the Citizens' Petition to request road maintenance from the County as a primitive road rather than normal County road maintenance. Mr. Sanders replied that the roads are dirt and unimproved. They are off of a paved road which is maintained by the County and there other similarly designated roads in the area. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted the Citizens' Petition to begin the process to establish Stageline Road and Singletree Lane as primitive roads.

D. Information/Discussion/Action for the public sale of a portion of W. Cocopah Lane, located adjacent to Lot 14, Geronimo Estates Unit One, north of Payson as shown on Official Map No. 241, and to accept the bid in the amount of $52 from Janet Mielke for said portion of W. Cocopah Lane.

Mr. Sanders advised that when Janet Mielke purchased her property, she had it surveyed at which time she learned that part of her driveway encroaches the

right-of-way of Cocopah Lane. She also had a fence and propane tank that was in the right-of-way. She moved those items that could be moved out of the right-of-way; however, the carport was not moved, as it would create a hardship for her. After meeting with staff from the Public Works Division, Ms. Mielke was encouraged to apply to the County for an abandonment of that portion of Cocopah Lane, which was done. On November 17, 2015, the Board authorized Public Works to begin the process to abandon an unnecessary portion of a portion of W. Cocopah Lane, as described above. Public Works established a value for the subject property and issued a notice of the public sale. Ms. Mielke submitted a bid in the amount of $52 to purchase said property. Mr. Sanders advised that the bid meets the minimum requirements established by the current Gila County policy on the abandonment of roadways in the County. He added that abandoning this portion of W. Cocopah Lane will not create a hardship, nor will it affect the traveling public who use the roadway.

Jefferson Dalton, Deputy Gila County Attorney, Civil Bureau Chief, advised that if the Board chooses to accept the bid from Ms. Mielke, the Arizona Revised Statutes require that the Board include in its motion that the road is not necessary for public use. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously sold a portion of W. Cocopah Lane, located adjacent to Lot 14, Geronimo Estates Unit One, north of Payson as shown on Official Map No. 241, to Janet Mielke for $52, and it was stated in the motion that the road was not necessary for public use.

E. Information/Discussion/Action for the public sale of a portion of Elaine Way, located adjacent to Lot 9, Christopher Creek Haven, Plat Five, east of Payson as shown on Official Map No. 448, and to accept the bid in the amount of $144 from Jeffrey Yoder for said portion of Elaine Way.

Mr. Sanders stated that in the background information contained in the staff report regarding this agenda item, a correction needed to be made from December 15, 2015, to November 17, 2015, which is when the Board gave approval to begin the process to abandon an unnecessary public roadway being a portion of Elaine Way. This item mirrors the previous agenda item, except that a portion of this property owner's home, stairs, upper deck and another small building encroaches into the right-of-way of Elaine Way. This portion of Elaine Way has never been used as a public roadway nor will it be because of the change in elevation; therefore, this sale would not create a hardship. Jeffrey Yoder has submitted a bid in the amount of $144 for this portion of Elaine Way. This bid meets the minimum requirements established by the current Gila County policy on the abandonment of roadways in the County. There have been no other bids or written objections received with regard to this sale. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously sold of a portion of Elaine Way, located adjacent to Lot 9, Christopher Creek Haven, Plat Five, east of Payson as shown

on Official Map No. 448, to Jeffrey Yoder for $144, and it was stated in the motion that the road was not necessary for public use.

F. Information/Discussion/Action to approve Agreement No. 030116 between Gila County and the Gila County Cattle Growers Association; pursuant to A.R.S. §11-254.04, to find that to assist in the annual yearling auction/sale is an economic development activity because it will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of Gila County; and, to authorize Public Works to supply requested tent, tables, chairs, and equipment with Gila County certified operators for the Gila County Cattle Growers Association's annual yearling auction/sale between April 25, 2016, through May 2, 2016.

Mr. Sanders stated that a letter was received from the Gila County Cattle Growers Association requesting County assistance for the annual yearling/auction sale in the way of a tent, tables, chairs, and equipment. If approved, the County would provide a road grader, water truck, and a backhoe, all to be operated by County certified operators. Providing this assistance will not create a hardship on the Facilities Department or Public Works. The Board commented that this event results in a positive economic impact and that the annual yearling auction/sale generates approximately $2M in revenue for Gila County. The sale date was confirmed to be Monday, May 2, 2016. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Agreement No. 030116.

G. Information/Discussion/Action to adopt Resolution No. 16-03-01 designating Randall Place as a public roadway and accepting said road into the Gila County Maintained Roadway System.

Mr. Sanders stated that Randall Place is an east/west road in Pine, which starts at State Route 87 and provides access to the Pine Public Library and to the Pine Public School. He provided a brief history of Randall Place and explained that this has been a laborious effort to accomplish a means for Public Works to maintain the road. Randall Place meets the requirements of A.R.S. §28-7041 (C) which states, "*All highways, roads or streets that have been constructed, laid out, opened, established or maintained for ten years or more by the state or an agency or political subdivision of the state before January 1, 1960 and that have been used continuously by the public as thoroughfares for free travel and passage for ten years or more are declared public highways, regardless of an error, defect or omission in the proceeding or failure to act to establish those highways, roads or streets or in recording the proceedings.*" Therefore, staff believes that the County can designate this road as a public road and accept it into the County Maintained Roadway System. The road connects to an existing County maintained road at the east end and will be a benefit to the users of the roadway. Vice-Chairman Martin was pleased to be

able to take this action and believes it will solve a lot of problems. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 16-03-01. **(A copy of the Resolution is attached to the minutes and it is permanently on file in the Board of Supervisors' Office.)**

H. Information/Discussion/Action to approve Gila County's response to the Survey of Counties Land Management and Conditions for submittal to the Arizona Transfer of Federally Managed Lands Committee.

Jacque Sanders, Assistant County Manager/Librarian, stated that in 2015 the Transfer of Public Lands Study Committee was established by the Arizona State Legislature and Governor to examine processes to transfer, manage, and dispose of federal lands within Arizona. One of the requirements of this committee was to survey the counties. She recommended that the Board approve the answers to the survey as prepared by Ms. Sanders in consort with Vice-Chairman Martin. Vice-Chairman Martin commented that the questions were answered very thoroughly and that the answers were informational. Supervisor Marcanti expressed that he was concerned that Payment in Lieu of Taxes (PILT) funding continues to be reduced; however, he is pleased to have had Ms. Sanders complete the survey as he feels that she is very knowledgeable regarding the subject matter. Chairman Pastor agreed that Vice-Chairman Martin and Ms. Sanders were the most appropriate individuals to complete the survey and he, too, felt that the questions were answered very well. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Gila County's response to the Survey of Counties Land Management, and Conditions for submittal to the Arizona Transfer of Federally Managed Lands Committee.

I. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-10-104.

Don McDaniel, County Manager, provided information that Assessor's tax parcel number 206-10-104 is located at 6151 S. Calle De Loma, in Claypool. The parcel was included in the list of properties to be sold at the Board of Supervisors' August 4, 2015, annual property tax sale/auction; however, the parcel did not sell. A nearby property owner has expressed an interest in purchasing this parcel, but for an amount less than the total lien amount of $7,091.97. The interested party stated that he plans to clear off the rundown residence, remove the weeds and build a wall or fence around the property in order to use it for storage. Resolution No. 15-05-05 states, "*WHEREAS, the Board of Supervisors may waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a lesser price.*" Mr. McDaniel believes that the indicated commitment of the interested party to clean up the parcel is a condition that warrants selling the parcel for a lesser price. Chairman Pastor requested that Marian Sheppard, Clerk of the

Board, open the sealed bid in her possession. Ms. Sheppard stated that the bid for Assessor tax parcel number 206-10-104 was from Max Norton in the amount of $1,000. Supervisor Marcanti mentioned that there is an additional lien on this parcel. Chairman Pastor stated that Mr. Norton is aware of a lien on this parcel in the amount of $42,441.30 placed by the Arizona Health Care Cost Containment System. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously sold parcel number 206-10-104 to Max Norton for $1,000.

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

A. Approval of a request submitted by the University of Arizona Gila County Cooperative Extension 4-H Program and the Globe FFA Program to waive fees for the use of the Gila County Fairgrounds facilities for their 2016 activities.

B. Approval of a request submitted by the Gila County Rodeo Committee to waive fees for the use of the Gila County Fairgrounds Rodeo Arena for the Copper Dust Stampede Rodeo on May 6-7, 2016, and the Exhibit Hall on April 30, 2016, for the Sponsors' Dinner.

C. Approval of a request submitted by the 2016 Junior Class of Globe High School to waive fees for the use of the Gila County Fairgrounds Exhibit Hall for the School's Junior/Senior Prom to be held on April 23, 2016.

D. Approval of a request submitted by the Greater Grace Fellowship/Classic Celebration's non-profit organization to use the Payson Courthouse Complex grounds (parking lot) for a "Memorialfest" craft show on May 28-30, 2016, and "Autumnfest" craft show on October 1-2, 2016.

E. Approval of a Special Event Liquor License application submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor at a fund raising event on April 16, 2016.

F. Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 206-22-073 to Joshua Sulwer and Savannah Jewell.

G. Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 304-14-004-G to Hannelore R. Inman.

H. Approval of changes to Gila County Policy No. BOS-HRS-610 - Disciplinary Action regarding disciplinary actions in the Sheriff's Office.

I. Approval of changes to Gila County Policy No. BOS-HRS-625 - Personnel Commission regarding Adult and Juvenile Probation statutes and the Superior Court Merit Rules.

J. Approval for the Board of Supervisors to appoint, reappoint or acknowledge members of the following boards, commissions or committees: 1) Appoint Jonathan Barber, as a citizen and head of the merit system (Personnel Commission) for Gila County, as follows: Public Safety Personnel Retirement System Local Board for a term ending 12/31/19; Correctional Officers Retirement Plan (CORP) Local Board for Sheriff's Office (S.O.) Dispatchers for a term ending 12/31/17; and, CORP Local Board for S.O. Detention Officers and Non-Uniformed Officers for a term ending 12/31/17; 2) Reappoint Gary Andress as a citizen to the CORP Local Board for S.O. Dispatchers and the CORP Local Board for S.O. Detention Officers and Non-Uniformed Officers retroactive to 1/1/16 through 12/31/19; and, 3) Acknowledge Erich Kenney as an elected member of the CORP Local Board for S.O. Detention Officers and Non-Uniformed Officers for a term beginning 10/6/15 through 12/31/17.

K. Acknowledgment of the January 2016 monthly activity report submitted by the Clerk of the Superior Court's Office.

L. Acknowledgment of the February 2016 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

M. Acknowledgment of the January 2016 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

N. Acknowledgment of the January 2016 monthly activity report submitted by the Payson Regional Constable's Office.

O. Acknowledgment of the February 2016 monthly activity report submitted by the Globe Regional Constable's Office.

P. Approval of the February 23, 2016, March 1, 2016, and March 4, 2016, Board of Supervisors' meeting minutes.

Q. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of February 15, 2015, through February 19, 2016; and, February 22, 2016, through February 26, 2016.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action items 3A – 3Q.

Item 4 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

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

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:56 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

_____

Marian Sheppard, Clerk of the Board

ARF-3553 **Consent Agenda Item** **4. O.**

Regular BOS Meeting

Meeting Date: 04/05/2016

Reporting Period: 03/01/16, 03/08/16, 03/15/16, 03/22/16, and 03/29/16

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Information

Subject

Human Resources reports for the weeks of March 1, 2016, March 8, 2016, March 15, 2016, March 22, 2016, and March 29, 2016.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of March 1, 2016, March 8, 2016, March 15, 2016, March 22, 2016, and March 29, 2016.

Attachments

HR Summary Report

03/01/16 Human Resources Report

03/08/16 Human Resources Report

03/15/16 Human Resources Report

03/22/16 Human Resources Report

03/29/16 Human Resources Report

Summary

Human Resources Action Items

	Year To Date	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16
DEPARTURES	**40**	11	10	19									
NEW HIRES REGULAR STATUS	**30**	8	5	17									
NEW HIRES TEMPORARY STATUS	**6**	1	4	1									
NEW VOLUNTEERS	**0**	0	0	0									
DEPARTMENTAL TRANSFERS	**11**	5	1	5									
END PROBATIONARY PERIOD	**22**	6	8	8									
OTHER ACTIONS	**10**	5	1	4									
REQUEST TO POST	**25**	7	7	11									
Total Transactions	**144**	**43**	**36**	**65**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

HUMAN RESOURCES ACTION ITEMS
MARCH 1, 2016

DEPARTURES:

1. David Slaughter – Public Works – Temporary Road Maintenance and Equipment Operator – 01/01/16 – Public Works Fund – DOH 11/07/14
2. Shirley Taylor – Sheriff's Office – Detention Officer – 02/12/16 – General Fund – DOH 10/16/06
3. Susan Williams – Globe Regional Justice Court – Temporary Justice Court Clerk Associate – 02/23/16 – General Fund – DOH 02/16/16
4. Robert Corn – Sheriff's Office – Deputy Sheriff – 02/23/16 – General Fund – DOH 02/26/07
5. Herman C. Mitchell – Public Works – Automotive Service Worker Senior – 03/25/16 – Public Works Fund – DOH 04/23/01
6. Colten White – Payson Regional Constable's Office – Payson Constable – 02/29/16 – General Fund – DOH 01/01/11

NEW HIRES:

7. Rebecca Guadiana – Clerk of Superior Court – Courtroom Clerk Technician – 03/14/16 – General Fund – Replacing Rebecca Guadiana
8. Kenneth Jones – Public Works – Flood Control Technician – 03/07/16 – General Fund – Replacing John McCrory
9. Lieneke Mellema – Sheriff's Office – From Temporary Accounting Clerk Specialist – To Accounting Clerk Specialist – 02/19/16 – General Fund – Replacing Ashlie Enfield-Goss
10. Dakota McCall – Sheriff's Office – Detention Officer – 03/07/16 – General Fund – Replacing Shirley Taylor
11. Ronnie A. McDaniel – Payson Regional Constable's Office – Payson Constable – 03/01/16 – General Fund – Replacing Colten White

END PROBATIONARY PERIOD:

12. James Cross – Sheriff's Office – Deputy Sheriff – 02/22/16 – General Fund
13. Rebecca Taylor – Public Works – Custodian – 03/14/16 - Facilities Management Fund
14. Dawnie Lyon – School Superintendent's Office – Accounting Clerk – 02/29/16 – General Fund
15. Rhonda Rolf – Recorder's Office –Recorder's Clerk Senior – 03/10/16 – General Fund

DEPARTMENTAL TRANSFERS:

16. Zachary Navarro – Public Works – From Recycling and Landfill Operations Worker – To Recycling and Landfill Operations Worker Senior – 03/07/16 – Recycling and Landfill Management Fund – Replacing Clifton Mitchell

OTHER ACTIONS:

17. Lee Alexander – Sheriff's Office – Detention Officer Lieutenant – 04/01/16 – General Fund – Extending probationary period an additional six months

REQUEST TO POST:

18. Sheriff's Office – Administrative Bureau Supervisor – Vacated by Amber Warden
19. Public Works – Recycling and Landfill Operations Worker – Vacated by Zachary Navarro

HUMAN RESOURCES ACTION ITEMS
MARCH 8, 2016

DEPARTURES:

1. Nola Magneson – Library District – Public Services Librarian – 02/29/16 – Library District Grants(.30)/Library Assistance(.70) Funds – DOH 10/05/15
2. Richard Dwyer – Assessor's Office – Property Appraiser 1 – 03/04/16 – General Fund – DOH 10/26/15
3. Judith Joseph – Superior Court – Judge Pro Tempore – 06/30/15 – General Fund – DOH 01/01/13
4. Charles Adornetto – Payson Justice Court – Judge Pro Tempore – 02/02/13 – General Fund – DOH 08/01/12
5. John Huffman – Payson Justice Court – Judge Pro Tempore – 09/09/13 – General Fund – DOH 07/01/07

NEW HIRES:

6. Manuel Orcasitas – Public Works – Building Maintenance Technician – 03/14/16 – Facilities Management Fund – Replacing Arthur Power

TEMPORARY HIRES TO COUNTY SERVICES:

7. Arthur Decker – Payson Justice Court – Temporary Part-Time Bailiff – 03/07/16 – Payson Justice Surcharge Fund

END PROBATIONARY PERIOD:

8. Mark Kaufman – Community Development – Building Safety Specialist – 03/14/16 – General Fund

OTHER ACTIONS:

9. Wayne Dorsett – Sheriff's Office – Deputy Sheriff – 03/20/16 - Sheriff BLESF Program Fund – Changing retirement date from 03/31/16 to 03/20/16

REQUEST TO POST:

10. Assessor's Office – Property Appraiser 1 – Vacated by Richard Dwyer
11. Library District – Public Services Librarian – Vacated by Nola Magneson

HUMAN RESOURCES ACTION ITEMS
MARCH 15, 2016

DEPARTURES:

1. John Bacon – Public Works – Part-Time Custodian(.85) – 03/22/16 – Facilities Management Fund – DOH 01/19/16
2. Mary Brunson – Public Works – Administrative Clerk Specialist – 03/22/16 – Public Works Fund – DOH 06/18/03
3. Barbara Quiroz – Health and Emergency Services – Community Health Specialist(.80) – 04/29/16 – WIC(.99)/Commodity Supplement Food Program(.01) Funds – DOH 01/17/11
4. Tracey Helgeson – Sheriff's Office – Nurse – 03/03/16 – General Fund – DOH 01/25/16

NEW HIRES:

5. Dennis Kroeger – Superior Court – Part-Time Bailiff(.48) – 03/14/16 – General Fund
6. Felicia Ihrig – Health and Emergency Services – Animal Care Worker – 03/21/16 – Rabies Control Fund – Replacing Lauren Molzen
7. Christopher Powell – Sheriff's Office – Detention Officer – 03/21/16 – General Fund – Replacing Brent Miller

DEPARTMENTAL TRANSFERS:

8. Jessica Moul – Health and Emergency Services – From Administrative Clerk Senior – To Community Health Specialist – 03/28/16 – From Health Services Fund – To WIC(.99)/Commodity Supplement Food Program(.01) Funds – Replacing Leslie Mora
9. Patti Dremler – From Public Works – To Superior Court – From Administrative Clerk Specialist – To Administrative Clerk Senior – 03/21/16 – From Public Works Fund – To Court Appointed Special Advocate Fund(.50)/Court Improvement(.50) Funds – Replacing Melanie Sabbatino-Tackett

OTHER ACTIONS:

10. David Jones – Probation – Deputy Probation Officer 2 – 03/07/16 – From State Aid Enhancement Fund – To Adult Probation Service Fees Fund – Change in fund codes
11. Connor Stenson – Probation – Deputy Probation Officer 2 – 03/07/16 – From Adult Probation Service Fees Fund – To State Aid Enhancement Fund– Change in fund codes

REQUEST TO POST:

12. Sheriff's Office – Special Investigator(.48) – Vacated by Howard Shapiro
13. Sheriff's Office - IT Support Specialist (.48) – Vacated by Lisa Modglin
14. Public Works – Part-Time Custodian(.85) – Vacated by John Bacon
15. Public Works – Administrative Clerk Specialist – Vacated by Patti Dremler
16. Public Works – Administrative Clerk Specialist – Vacated by Mary Brunson
17. Health and Emergency Services – Administrative Clerk Senior – Vacated by Jessica Moul

HUMAN RESOURCES ACTION ITEMS
MARCH 22, 2016

DEPARTURES:

1. David Jones – Probation – Deputy Probation Officer 2 – 03/10/16 – Adult Probation Service Fees Fund – DOH 07/30/01
2. Samantha Trimble – Sheriff's Office – Detention Officer – 03/17/16 – General Fund – DOH 12/14/15
3. Cody Trotter – Sheriff's Office – Detention Officer – 03/17/16 – General Fund – DOH 08/31/15

NEW HIRES:

4. Marcela Amaya – Health and Emergency Services – Administrative Clerk – 03/28/16 – Health Service Fund – Replacing Mathilde Seibert
5. Melissa Henderson – Assessor's Office – Mapping Technician – 03/28/16 – General Fund – Replacing Paul Curzon
6. Karen Aguero Ponce – Health and Emergency Services – Community Health Specialist – 03/28/16 – WIC(.99)/Commodity Supplement Food Program(.01) Funds – Replacing Barbara Quiroz
7. John Gonzales Jr. – Sheriff's Office – Detention Officer – 03/28/16 – General Fund – Replacing Samantha Trimble
8. Reina Gardner – Sheriff's Office – Detention Officer – 03/28/16 – General Fund – Replacing Cody Trotter

END PROBATIONARY PERIOD:

9. Bethany Cheney – Health and Emergency Services – Community Health Policy Analyst – 04/12/16 – Supplemental Nutrition Assistance Program Education Fund
10. Michael Thrall – County Attorney's Office – Deputy County Attorney – 03/28/16 – Cost of Prosecution Reimbursement Fund

DEPARTMENTAL TRANSFERS:

11. Brian Jennings – Public Works – From Road Maintenance and Equipment Operator Senior – To Public Works Roads Supervisor – 03/28/16 – Public Works Fund – Replacing Lonny Cline
12. Jace Johnson – Public Works – From Building Maintenance Technician – To Building Maintenance Technician Lead – 03/28/16 – Facilities Management Fund – Replacing David Buffington

HUMAN RESOURCES ACTION ITEMS
MARCH 29, 2016

DEPARTURES:

1. Valerie Hereford – County Attorney's Office – Legal Secretary Senior – 03/16/16 – General Fund – DOH 03/22/12

NEW HIRES:

2. Eoghan Miller – County Attorney's Office – Deputy County Attorney – 04/04/16 – General Fund – Replacing Calley Anderson
3. Michael Burdess – Sheriff's Office – Nurse – 04/04/16 – General Fund – Replacing Tracey Helgeson
4. Terry Phillips – Payson Constable's Office – Deputy Constable (.48) – 04/04/16 – General Fund – Replacing Zada Shafer

END PROBATIONARY PERIOD:

5. David O'Brien – Public Works – Vehicle and Equipment Mechanic – 04/05/16 – Public Works Fund

REQUEST TO POST:

6. Public Works – Recycling and Landfill Operations Worker Senior – Vacated by James Gibson

ARF-3670 **Consent Agenda Item** **4. P.**

Regular BOS Meeting

Meeting Date: 04/05/2016

Reporting Period: March 04, 2016; March 11, 2016; and March 18, 2016

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator

Information

Subject

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 03-04-16; 03-11-16; and 03-18-16.

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of February 29, 2016, through March 04, 2016; March 07, 2016, through March 11, 2016; and March 14, 2016 through March 18, 2016.

Attachments

Report for County Manager approved contracts for Weeks Ending 03-04-16, 03-11-16 and 03-18-16

Service Agreement No. 022316-Rodriguez Constructions

Amendment No. 1-DJ's Companies

Amendment No. 3-Alhambra MHP

Advertising Agreement-Copper Country News

Advertising Agreement-Arizona Silver Belt

Amendment No. 1-Richard V. Husk

Service Agreement No. 030116-1-Mountain Retreat Builders

Service Agreement No. 030116-2-Mountain Retreat Builders

Service Agreement No. 030716-Mountain Retreat Builders

Amendment No. 2-Glen Halverson

Service Agreement No. 012216-1-Mike's Custon Auto Body

Amendment No. 3-Glass Masters

Contract No. 021916-ACB Construction

Amendment No. 2 to Contract 052114-Lin-Cum
Service Agreement No. 123115-Vortex Industries
Service Agreement No. 031016-2-Rodriguez Constructions
Service Agreement No. 031016-Mountain Retreat Builders
Service Agreement No. 031016-1-Mountain Retreat Builders
Service Agreement No. 020916-1-Earthquest Plumbing
Amendment No. 5 to Lease Agreement-Payson Place
Service Agreement No. 011116-2-Allied Fire Protection

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

February 29, 2016 thru March 04, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
022316 Rodriguez Constructions	Service Agreement No. 022316 URRD Work HH#8592	$2,000.00	03-02-16 to 06-30-16	03-02-16	Expires	The purpose of this URRD work includes, but is not limited to, roof repairs to correct leaks.
013015-2 DJ's Companies	Amendment No. 1 to Service Agreement No. 013015-2 Porta-Jon Service Facilities Fairgrounds	$2,392.00	02-10-16 to 02-09-17	03-02-16	Option to renew for one additional one-year period	Amendment No. 1 will serve to extend the term of the agreement from February 10, 2016 to February 09, 2017. Landscape crews, made up of primarily prison trustees, have a portable toilet on a trailer to use. The trailer will be parked at the Fairgrounds after 2 PM on week days, ready for service by DJ's Companies. This contract is for service only, not rental.
041214 Alhambra Mobile Park and Storage	Amendment No. 3 to Lease Agreement No. 041214 Gila County Attorney's Office and Alhambra MHP & Storage, LLC	$5,712.00	03-01-16 to 02-28-17	03-02-16	Expires	Amendment No. 3 will serve to renew the term of the Lease Agreement for one additional year from March 01, 2016 to February 28, 2017. The Globe County Attorney's office rents storage space at Alhambra Mobile Home Park & Storage in Globe. The lease agreement covers the following storage Units: S107, S109, S110 and S115.

March 07, 2016 thru March 11, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Copper Country News	Community Health and Wellness Advertising Agreement	$4,800	03-01-16 to 02-28-17	03-08-16	Expires	To provide an opportunity to provide effective external communication for the public relating to Gila County's efforts for personal, family and community health and well-being.

March 07, 2016 thru March 11, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Arizona Silver Belt	Community Health and Wellness Advertising Agreement	$4,800	03-01-16 to 02-28-17	03-08-16	Expires	To provide an opportunity to provide effective external communication for the public relating to Gila County's efforts for personal, family and community health and well-being.
120114 Richard V. Husk	Amendment No. 1 to Professional Services Agreement No. 120114 Legal Representation to the Gila County Personnel Commission	$7,500.00	02-18-16 to 02-17-17	03-09-16	Option to renew for one additional one-year period	Amendment No. 1 will serve to extend the term of the contract from February 18, 2016 to February 17, 2017. Mr. Husk provides all legal advice to the Gila County Personnel Commission, as well as, document preparation and attends all Personnel Commission hearings and meetings. The Personnel Commission must have legal counsel available to them.
030116-1 Mountain Retreat Builders	Service Agreement No. 030116-1 Weatherization Project HH#10600	$8,550.00	03-09-16 to 06-30-16	03-09-16	Expires	The purpose of this weatherization project includes, but is not limited to, install new 90+ AFUE14 seer unit, remove roof mount cooler, reduce infiltration, low cost no cost, and seal ductwork.
030116-2 Mountain Retreat Builders	Service Agreement No. 030116-2 Weatherization Project HH#9529	$12,500.00	03-09-16 to 06-30-16	03-09-16	Expires	The purpose of this weatherization project includes, but is not limited to, install heat pump3 ton system, plumbing repairs-replace water heater, blown fiberglass open attic, fiberglass insulation wall, and install new drywall.

March 07, 2016 thru March 11, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
030716 Mountain Retreat Builders	Service Agreement No. 030716 Weatherization Project HH#10601	$8,250.00	03-09-16 to 06-30-16	03-09-16	Expires	The purpose of this weatherization project, includes but is not limited to, install heat pump, 2.5 ton system, reduce infiltration, seal ductwork.
022814-1 Glen David Halverson	Amendment No. 2 to Professional Consulting Services Agreement No. 022814-1 Cost Allocation Plan and OMB Circular A-87	$10,500.00	03-26-16 to 03-25-17	03-09-16	Expires	Amendment No. 2 will serve to extend the contract from March 26, 2016 to March 25, 2017. Consultant will continue to review data and prepare a cost allocation plan & OMB Circular A-87 for fiscal years ending 06/15, 06/16 and 06/17.
012216-1 Mikes Custom Auto Body	Service Agreement No. 012216-1 Repair Vehicle B-138 Payson Posse Unit	$1,931.86	01-13-16 to 06-30-16	03-09-16	Expires	Repair of Vehicle B-138. This is a Payson Posse Vehicle that was backed into a tree and cannot be driven until repair is completed.
082114 Glass Masters, Inc.	Amendment No. 3 to Service Agreement No. 082114 Equipment and Vehicle Window and Windshield Repairs	Increase amended contract amount of $9,000.00 by $7,000.00 for a new amended contract total of $16,000.00	09-17-15 to 09-16-16	03-09-16	Option to renew for one additional one-year period	Amendment No. 3 will serve to increase the contract amount by $7,000.00, to cover the added cost of repairs to vehicles and equipment performed during the term of this contract, September 17-2015 to September 16, 2016. Contractor will provide a service to replace windows in heavy equipment and windshields in vehicles.

March 14, 2016 thru March 18, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
021916 ACB Construction	Contract No. 021916 Shower Floors, Walls & Ceiling Resurfacing	$43,543.50	03-16-16 to 05-17-16	03-16-16	Expires	Replacing the cracked ceramic tile in Jail shower areas with an epoxy quartz system to the floor, walls, and ceiling will provide a surface that is both safer than the current tiles and that will withstand the high moisture conditions present in a shower area. An epoxy system applied to floor, wall and ceiling surfaces will greatly reduce, and hopefully eliminate, the water damage that currently occurs to existing surface types.
052114 Lin-Cum, Inc.	Amendment No. 2 to Service Contract No. 052114 Document Conversion Services	Increase original contract amount of $3,042.74 by $2,000.00 for an amended contract amount of $5,042.74	07-01-15 to 06-30-16	03-16-16	Option to renew	**Amendment No. 2** will serve to increase the amended contract amount of $3,042.74 by an additional $2,000.00. Contractor will provide document conversion services for the **Clerk of Superior Court.**
123115 Vortex Industries, Inc.	Service Agreement No. 123115 On-Call Service & Repair Rolling Steel Doors	Not to exceed $5,000.00	03-16-16 to 03-15-17	03-16-16	Option to renew for two additional one-year periods	Provide On-Call Service & Repair, including minor repairs and adjustments, as needed, to the different steel rolling doors at various Gila County Facilities. Replacements would be bid out separately. Contract term March 16, 2016 to March 15, 2017.
031016-2 Rodriguez Constructions	Service Agreement No. 031016-2 Weatherization Project HH#8128	$4,833.92	03-16-16 to 03-15-17	03-16-16	Option to renew for two additional one-year periods	Contract includes, but is not limited to repair ductwork, seal 3 windows, remove evaporative cooler, fiberglass insulation belly, caulk as specified, prime and apply roll roof.

March 14, 2016 thru March 18, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
031016 Mountain Retreat Builders	Service Agreement No. 031016 Weatherization Project HH#9375	$12,000.00	03-16-16 to 06-30-16	03-16-16	Expires	Contract includes, but is not limited to remove evaporative cooler and make necessary repairs, install 90+% AFUE furnace, duck work by removing defective material, repair ceiling, fiberglass insulation in attic and flooring, and repair water heater vent to code.
031016-1 Mountain Retreat Builders	Service Agreement No. 031016-1 Weatherization Project HH#2446	$8,775.00	03-16-16 to 06-30-16	03-16-16	Expires	Contract includes, but is not limited to install a 2.5 ton A/C unit to existing furnace, seal duct work, remove evap, remove window cooler, insulate duct, fiberglass insulation for belly, weather-strip door front/reduce to 1500 cfm, repair window, remove water heater and seal cabinet.
020916-1 Earthquest Plumbing, Inc.	Service Agreement No. 020916-1 Soils Test for Septic System at 5709 S. Russell Road	$500.00	03-16-16 to 03-30-16	03-16-16	Expires	Prior to selling the house on Russell Road the County needs to determine what type of Septic System can be installed at this property due to cesspool failing. A "Soils Test" must be done to determine the type of Septic System that can be used at this location.
Payson Place, LLC	Amendment No. 5 to Lease Agreement Gila County and Payson Place LLC	$4,925.76	04-01-16 to 09-30-16	03-16-16	Option to renew	Extension to lease agreement for County Attorney's office in Payson, AZ. Term will run through September 30, 2016.

March 14, 2016 thru March 18, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
011116-2 Allied Fire Protection, Inc.	Service Agreement No. 011116-2 Fire Sprinkler Inspections Service and Repair in County Buildings Facilities Management	$2,292.11	03-16-16 to 03-15-17	03-16-16	Option to renew for two additional one-year periods	Contractor to prepare annual inspections, service and repairs for all of Gila County properties with Fire Sprinkler Systems of varying types. Having one company that is capable of both inspection and repair is essential to the County.

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 022316

URRD WORK HH#8592

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 2nd day of March, **2016,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Construction, Inc., of the City of Miami, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 022316** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 022316** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 022316**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

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

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

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

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

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the

purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The Contract commences on March 02, 2016 and remains in effect through June 30, 2016.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed 2,000.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 022316 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/9/16

RODRIGUEZ CONSTRUCTION, INC.

Signature

Miranda Enenden

Print Name

RODRIGUEZ CONSTRUCTIONS INC.

RES/COMM. LIC:
ROC247373K42
RES. LIC: ROC247371B
COMM. LIC: Roc247372 B-01

Invoice

Date	Invoice #
2/22/2016	3354

PO Box 13
Miami, AZ 85539

Phone: 928-425-7244
Fax: 928-425-5337
rodriguezconst@hotmail.com

HH# 8592

Gila County Housing
5515 South Apache Avenue
P. O. Box 1254
Globe, AZ 85502

Description	Qty	Rate	Amount
Roof repairs to correct leaks		2,000.00	2,000.00
		Payments/Credits	$0.00
		Balance Owed	$2,000.00

WE ACCEPT VISA AND MASTERCARD

AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 013015-2

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

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PORTA JON SERVICE

FACILITIES FAIRGROUNDS

Effective February 10, 2015, Gila County and DJ's Companies entered into a contract whereby DJ's Companies agreed to provide Porta Jon service to the Gila County Facilities Fairgrounds.

Service Agreement No. 013015-2 will expire on February 09, 2016. **Per Article 14-Term,** Gila County shall have the right, at its sole option, to renew the contract for two (2) additional (1) year periods.

AMENDMENT NO. 1 to **Service Agreement No. 013015-2**, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from February 10, 2016 to February 09, 2017. For a contract amount of not to exceed Two Thousand Three Hundred Ninety-Two dollars and 00/100's ($2,392.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the February 10, 2016 to February 09, 2017 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 2nd day of March, 2016.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 3/2/16

DJ'S COMPANIES

Signature

Darlene Jonovich

Print Name

AMENDMENT NO. 3 to LEASE AGREEMENT NO. 041214

The following amendments are hereby incorporated into the lease documents for the below stated project:

GILA COUNTY ATTORNEY'S OFFICE
AND
ALHAMBRA MHP & STORAGE, LLC

Effective March 1, 2014, Gila County Attorney's Office and Alhambra MHP & Storage LLC entered into a Lease Agreement whereby the Gila County Attorney's Office is leasing Three Storage Units, Unit #S107, S109 and S110, at 1421 E. Monterey Drive, Globe, Arizona 85501 for the annual Storage Fee of Four Thousand Two Hundred Eighty-Four dollars and no/100's ($4,284.00).

Amendment No. 1 to Lease Agreement No. 041214 was executed on June 11, 2014, to exercise the option to add a fourth Storage Unit, Unit #S115, at a cost of $1,428.00 per year. This increased the lease scope in the amount of One Thousand Four Hundred Twenty-Eight dollars and 00/100's ($1,428.00) for a new total lease amount of $5,712.00 for the lease term of March 01, 2014 to February 28, 2015.

Amendment No. 2 to Lease Agreement 041214 was executed on March 03, 2015, extending the term of Lease Agreement No. 041214 for one (1), one (1) year term, from March 01, 2015 to February 28, 2016.

In order to have all four units within the same lease term, Amendment No 2 also added a pro-rated amount of $1,071.00 for Unit #S115, to the original $4,284.00 for Unit #S107, S109 and S110, for a one time only lease amount of $5,355.00 for the lease term of March 01, 2015 to February 28, 2016.

The Lease Agreement expires on February 28, 2016. Per Item #2 of Lease Agreement 041214, the County shall have the right, at its sole option, to renew the lease for two (2) additional one (1) year periods.

Amendment No. 3 to Lease Agreement 041214 will exercise the option to renew the term of Lease Agreement No. 041214 for one (1), one (1) year term, from March 01, 2016 to February 28, 2017, for an annual lease amount of $5,712.00.

All other terms, conditions and provisions of the original Lease Agreement, including previously executed Amendments, shall remain the same and apply during the March 1, 2016 to February 28, 2017 period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 2nd day of March, 2016.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/3/16

ALHAMBRA MHP & STORAGE LLC

C Stephens
Signature

Cassandra Stephens
Print Name

Copper Country News
Your Good News Newspaper!
FREE! Please take one.
Covering Gila County and Beyond

298 N. Pine St., Globe, AZ 85501
Phone: 928-425-0355 Fax: 928-425-7121

To Whom It May Concern:
Gila County, under the direction of Assistant County Manager Jacque Griffin, will run a full-page feature with articles and information relating to Community Health and Wellness, once per month from March 2016 through February 2017. The cost will be $400 per run. Materials are due 7 days prior to the requested publication date. Materials can be sent to publisher@silverbelt.com

Marc Marin
Copper Country News Publisher

Don McDaniel
Gila County Manager

DATED: MARCH 08, 2016

ARIZONA SILVER BELT

298 N. Pine St., Globe, AZ 85501
Phone: 928-425-0355 Fax: 928-425-7121

To Whom It May Concern:
Gila County, under the direction of Assistant County Manager Jacque Griffin, will run a full-page feature with articles and information relating to Community Health and Wellness, once per month from March 2016 through February 2017. The cost will be $400 per run. Materials are due 7 days prior to the requested publication date. Materials can be sent to publisher@silverbelt.com

Marc Marin
Arizona Silver Belt Publisher

Don McDaniel
Gila County Manager

DATED: MARCH 08, 2016

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 120114

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 120114
LEGAL REPRESENTATION TO THE GILA COUNTY PERSONNEL COMMISSION

RICHARD V. HUSK

Effective February 18, 2015, Gila County and Richard V. Husk entered into a contract whereby Richard V. Husk agreed to provide Legal Representation to the Gila County Personnel Commission.

Professional Services Contract No. 120114 will expire on February 17, 2016. Per Page 3, Article X – Term, Gila County shall have the right, to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 120114, will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from February 18, 2016 to February 17, 2017.

The Firm will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the February 18, 2016 to February 17, 2017 extension exceed $7,500.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the February 18, 2016 to February 17, 2017 term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 09TH day of MARCH, 2016.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 3/9/16

RICHARD V. HUSK

Signature

Print Name

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 030116-1

WEATHERIZATION PROJECT HH#10600

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 09TH day of MARCH, **2016,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 030116-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment **"A"** to **Service Agreement 030116-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service **Agreement conflict with the Terms and Conditions of Attachment "A"** to **Service Agreement 030116-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila **and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee")** from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, **attorneys' fees, and costs of claim processing,** investigation and litigation) (hereinafter referred to as **"Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible** property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity **includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising** out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

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

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

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

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

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the **"State and Federal Immigration Laws"**). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the

purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on March 09, 2016 and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: PAYMENT/BILLING: Contractor shall be paid a flat fee of **$8,550.00** for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 030116-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/9/16

MOUNTAIN RETREAT BUILDERS LLC

Signature

John Oppsonetto

Print Name

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

FEB29 8:54AM

SCOPE OF WORK

Case Number: **HH#10600**

Property Information:

BID DATE: 2-29-16

CONTRACTOR INFORMATION:

Name: M.R. Bu[illegible]

Address: 745 E [illegible]
Globe AZ
85550

Owner:

Voice:

email:

BID TOTAL $: 8,250

Contractor Signature

** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

LINE ITEMS - COMPLETE WRITE-UP

General Requirments

1 $_____

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. **Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.**

2 $_____

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3 $_____

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.
All work to be done in a quality and Professionals manner.
All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

Mechanical

4 $ 6,500.00

Install New 90+ AFUE14 seer unit

Remove old furnace and replace with new as specified to code. *NEATLY* tie into existing duct work. Install new t-stat and flue liner.*****(Flu liner as needed for orphaned gas appliances, water heater etc. If not necessary, indicate in writing.)

Install a new 90+% AFUE, *ENERGY STAR* rated furnace with a properly sized 14 seer A/C system, and digital themostat as specified including,any needed ductwork, thermostat, registers, and main disconnect to code.

Note:must have a submitted Manual J prior to any work being performed!!

1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your request for payment, showing the sizing of the furnace for the design heat load. Do not over size the unit.
2) install and vent the unit per manufacturer's instructions (PMI)
3) electrical supply must be a dedicated circuit with a switch at the unit.
4) unit must have a minimum 30 inch front clearance, when installed.
5) check the gas input to the unit
6) check the temp. rise and match to the unit (PMI)
7) recheck for gas leaks
Inspect the duct work and seal any joints or other leaks in supply or return ducts.
be sure the filter box has a cover (install one if none present)
8) **ALL provisions of this item must be met to warrant payment.**
9) All condensate lines must exit the skirting and be installed to WAP Standards.
Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

Contractor Bid **Case#** **HH#10600**

** Verify operation or lack thereof of a/c unit to avoid potential disputes. If problems are noted, obtain home owner signature indicating such.

•

5 $ 300.00

Remove roof mount cooler.

Remove the roof mounted evap cooler and jack seal opening with sheet metal to meet wap standards. fill old duck work with insulation and cap with Wap approved materials.

Weatherzation

6 $ 350.00

Reduce infiltration Low Cost No Cost

Seal wall in livingroom south side behind picture also where washing machine plumbing penetrates the floor seal furnace cabinet.

7 $ 1,500.00

Seal Ductwork

Remove all defective material clean and vacuum trunk to meet Wap Standards.only use approved materials and all mastic must be atleast a nickel thick and cloth tape .

Job Total Cost: $ 8,550.00

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

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

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 030116-2

WEATHERIZATION PROJECT HH#9529

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 09TH day of MARCH, **2016,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 030116-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment **"A"** to **Service Agreement 030116-2** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment **"A"** to **Service Agreement 030116-2,** the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

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ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

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

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

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

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

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the

purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on March 09, 2016 and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: PAYMENT/BILLING: Contractor shall be paid a flat fee of **$12,500.00** for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 030116-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/9/16

MOUNTAIN RETREAT BUILDERS LLC

Signature

John Osborne

Print Name

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

FEB29 8:54AM

SCOPE OF WORK

Case Number: **9529**

BID DATE: 2-29-16

CONTRACTOR INFORMATION:

Name: M. R. Bartlett

Address: 745 E 7 Cut
Globe
Az 85501

Voice:

email:

Jurisdiction Town of Miami
Census: 2

Owner:

7200 CFM Not Recd [illegible]

BID TOTAL $: 12,500

Contractor Signature

** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

LINE ITEMS - COMPLETE WRITE-UP

General requirments

1 $_____

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. **Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.**

2 $_____

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3 $_____

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.
All work to be done in a quality and professional manner.
All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

Mechanical

4 $ 7000.00

Install Heat Pump 3 Ton System

Install new Electric air handler and Heat pump, per manufactures instructions, include 14 Seer A/C with a 8.1 HSPF heat pump, Air handler, Heat strips, Cased coil, ductwork, thermostat, registers, dedicated electrical breakers installed to code.Outdoor unit elevation: PMI by area snowfall, or local code.

1) size the new furnace/heat pump to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. **NOTE:** Unit size may round up to nearest 1/2 ton, but must not be undersized.
2) electrical supply must be a dedicated circut.
3) unit must have a minimum 30 inch front clearance, when installed.
4) check the temp. rise and match to the unit (PMI)

All furnace work must meet or exceed NFPA #54, as well as any other local codes
Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.
size all ducts for best performance (PMI)
1) all joints in return air and supply ducts must be sealed
2) install a filter chamber with a cover
3) filter to be of common, readily available size

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

Plumbing Repairs

5 $ 1500.00

Replace water Heater

Replace the water heater as described.

Insulation

6 $ 1,000.00

Blown Fiberglass, Open Attic - (R38)

Coverage should be as level as possible, and to the depth of material that corresponds with each R- value. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C764-84. Must also meet or exceed all WAP Standards including a measure stick every 600 sq feet and a bag with a count on nearest beam to access hole.

7 $ 1500.00

Fiberglass Insulation, Wall - (R11) Batt

Install the batts insulation in open wall cavities. Insulation shall be installed with the vapor barrier facing the conditioned area; insulation shall completely fill area between joints or studs and shall be secured with the appropriate mechanical fasteners. Material shall meet ASTM C665-86 or subsequently amended.

Weatherzation

8 $ 1500.00

Install New Drywall

1) Provide and install 1/2" gypsum board. Tape all joints and use outside corner bead on all corners. in bed room three and in bedroom 2 seal floor between the two rooms prior to drywall insulation.

2) install water proof drywall in bathroom #2 tape and make sure both rooms are air tight to outside and to the basement.

Job Total Cost: $ 12,500.00

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 030716

WEATHERIZATION PROJECT HH#10601

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 09TH day of March, **2016,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment **"A"** to **Service Agreement 030716** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment **"A"** to **Service Agreement 030716** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement **conflict with the Terms and Conditions of Attachment "A"** to **Service Agreement 030716**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila **and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee")** from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, **attorneys' fees, and costs of claim processing, investigation** and litigation) (hereinafter referred to as **"Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible** property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity **includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising** out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
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   - Personal and Advertising Injury $1,000,000
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   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

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

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

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
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Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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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.

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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.

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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.

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purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on March 09, 2016 and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: PAYMENT/BILLING: Contractor shall be paid a flat fee of **$8,250.00** for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 030716 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/9/16

MOUNTAIN RETREAT BUILDERS LLC

Signature

John Odonetto

Print Name

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

FEB29 8:54AM

SCOPE OF WORK

Case Number: **hh# 10601**

BID DATE: _____

CONTRACTOR INFORMATION:

Name: M.R. Bu[illegible]

Address: 745 E Sea[illegible]
Globe, Az
85501

Voice: _____

email: _____

Jurisdiction Gila County
Census: 1

Owner:

BID TOTAL $: 8250

[signature]

Contractor Signature

** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

Contractor Bid **Case#** **hh# 10601**

LINE ITEMS - COMPLETE WRITE-UP

General Requirments

1 $_____

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. **Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.**

2 $_____

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3 $_____

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.
All work to be done in a quality and Professional manner.
All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

Mechanical

4 $ 6,500.00

Install Heat Pump 2.5 Ton System

Install new Electric air handler and Heat pump system with correctly sized heat strips, per manufactures instructions, include 14 Seer A/C unit with a 8.3 HSPF heat pump, Air handler, Heat strips, Cased coil, ductwork, thermostat, registers, dedicated electrical breakers, installed to code. Outdoor unit elevation: PMI by area snowfall, or local code.

1) size the new furnace/heat pump to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. **NOTE:** Unit size may round up to nearest 1/2 ton, but must not be undersized.
2) electrical supply must be a dedicated circuit.
3) unit must have a minimum 30 inch front clearance, when installed.
4) check the temp. rise and match to the unit (PMI)
5) install a new thermostat digital and show homeowner how to operate correctly.
All furnace work must meet or exceed NFPA #54, as well as any other local codes

Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.
size all ducts for best performance (PMI) Remove evap Cooler and tap to duct work Seal area complete use only approved materials and test to confirm sealed.
1) all joints in return air and supply ducts must be sealed
2) install a filter correctly sized for the unit and may have to remove door to correct pressures.
3) filter to be of common, readily available size and leave a case for home owner
4) replace skirting to match where evap cooler entered into the crawl space.

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

Contractor Bid **Case#** **hh# 10601**

Weatherzation

5 $ 250,00

Reduce infiltration/ insulate

Seal Knee wall under kitchen bay windows.

Remove evap cooler vents in ceiling fill with insulation and seal off old opening with approved materials.

6 $ 1,500

Seal Ductwork

Clean, vacuum ducts remove all defective material and replace with approved materials to meat wap standards.

Job Total Cost: $ 8,250,00

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 022814-1

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 022814-1
PROFESSIONAL CONSULTING SERVICES
COST ALLOCATION PLAN AND OMB CIRCULAR A-87

GLEN DAVID HALVERSON

Effective March 26, 2014, Gila County and Glen David Halverson entered into a contract whereby Glen David Halverson agreed to provide Professional Consulting Services to Gila County for the development of cost allocation plans and OMB circular A-87.

Amendment No. 1 to Professional Services Contract No. 022814-1, was executed on March 11 2015, extending the term of the contract from March 26, 2015 to March 25, 2016.

Professional Service Contract No. 022814-1 will expire on March 25, 2016. Per Article IX – Term, Gila County shall have the right, at its sole option, to renew the contract for (2) additional one (1) year periods.

Amendment No. 2 to Professional Services Contract No. 022814-1, will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from March 26, 2016 to March 25, 2017.

Consultant will continue to bill for services pursuant to Article X – Payment, of the original contract, but in no event shall charges for the March 26, 2016 to March 25, 2017 extension exceed $10,500.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 09TH day of MARCH, 2016.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 3/9/16

GLEN DAVID HALVERSON

Signature

GLEN DAVID HALVERSON
Print Name

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 012216-1

REPAIR VEHICLE B-138 PAYSON POSSE UNIT

SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 09TH day of MARCH, **2016,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mike's Custom Auto Body, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Sheriff's Office** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 012216-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 012216-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 012216-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

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

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

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

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

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that

all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect from January 13, 2016 to June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $1,931.86 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 012216-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/9/16

MIKE'S CUSTOM AUTO BODY

Signature

MICHAEL ABRAHAM

Print Name

MIKE'S CUSTOM AUTO BODY

Federal Tax ID: 27-0364276
1008 S STOVER RD
Payson, AZ 85541
Phone #: (928) 474-1008
Cell Phone: (602) 989-1269
E-Mail: automike1008@hotmail.com

Estimate

12/31/2015

B-138

Customer No: 1520
Report No: 1452
Claim #:
Assign No:

Vehicle Information	Owner - Gila County Public works B-138	Accident Location
2004 Chev-GMC Truck 1/2 Ton Pickup (Silverado 1	5320 HWY 260	
Style:	Payson, AZ 85541	
Color:	Home Phone: (928) 951-3705	
Color Code:	Work Phone: (928) -	Phone #1: -
Production Date: / 0	Fax #: (928) -	Phone #2: -
License: State: AZ	Insured -	Claimant -
VIN: 1GCEK19V34E392355		
Miles In: 0		
Miles Out: 0		
Condition:	Home Phone: (928) -	Home Phone: (928) -
Estimator: MIKE	Work Phone: (928) -	Work Phone: (928) -
Date Assigned: 12/31/2015	Fax #: (928) -	Fax #: (928) -
	Date of Loss: 12/31/2015	Date of Inspection: 12/31/2015

Description of Work	Part Number	Price	Labor	Paint	Other
PICK UP BOX. 6.5 FT FLEETSIDE. - FRONT & SIDE PANELS					
* Replace Right Side panel		*	18.0* body	4.0*	
+Clearcoat (1.7)				1.7	
REAR LAMPS - COMBINATION LAMPS. FLEETSIDE					
* Replace LKQ Right Rear Combo lamp assy. 1/2 & 3/4 ton, Chevrolet		$75.00 *	0.4 body		
REAR BUMPER. FLEETSIDE W/O SS - BUMPER & COMPONENTS					
Overhaul bumper assy			1.8 body		
* Replace LKQ Rear Bumper, chrome, production		$325.00 *	Included		
DEFAULT CHARGES					
* Cover car for paint			0.5*		$10.00* taxed
* Color Sand & Buff			1.5* body		
Sub Totals		$400.00	21.7	5.7	

PARTS PRICES ARE SUBJECT TO INVOICE.

HIDDEN DAMAGE MAY ARISE AFTER TEAR DOWN.

THANK YOU FOR LETTING US SERVE YOU

DO NOT WAX FRESH PAINT FOR 6 MONTHS

	Hours	Rate	Total
Body Labor	21.7hrs	$47.00/hr	$1,019.90
Paint Labor	4.0hrs	$47.00/hr	$188.00
Clearcoat Labor	1.7hrs	$47.00/hr	$79.90
LKQ Parts			$400.00 T
Paint Supplies	4.0hrs	$32.00/hr	$128.00 T
Clearcoat	1.7hrs	$32.00/hr	$54.40 T
Misc Taxed			$10.00 T
Tax	$592.40 @ 8.7200%		$51.66
Grand Total			**$1,931.86**

Estimate based on MOTOR CRASH ESTIMATING GUIDE Unless otherwise noted all items are derived from the Guide. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included Guide used is (DE1GH99) 7/15

* Indicates Estimator's Judgment
T Indicates Taxed Item

AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 082114

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

---

EQUIPMENT AND VEHICLE WINDOW AND WINDSHIELD REPAIR

AUTO EQUIPMENT MAINT. SHOP-STAR VALLEY

Effective September 17, 2014, Gila County and Glass Masters, Inc. entered into a contract whereby Glass Masters, Inc. agreed to provide Equipment and Vehicle Window and Windshield Repair for the Star Valley Maintenance Shop.

Amendment No. 1 to Service Agreement No. 082114 was executed on August 19, 2015 to increase the original contract amount of Eight Thousand dollars and no/100's ($8,000.00) by One Thousand dollars and no/100's ($1,000.00), for a new amended contract amount of Nine Thousand dollars and no/100's ($9,000.00), to cover the added cost of repairs to vehicles and equipment performed during the contract term, September 17, 2014 to September 16, 2015.

Amendment 2 to Service Agreement No. 082114 was executed on September 09, 2015 extending the term of the contract from September 17, 2015 to September 16, 2016, with a not to exceed contract amount of Nine Thousand dollars and no/100's ($9,000.00), ***if required and as requested***, without prior written agreement of the County.

The Public Works Departments would like to increase the amended contract amount of Nine Thousand dollars and no/100's ($9,000.00) by an additional Seven Thousand dollars and no/100's ($7,000.00) to cover the added cost of repairs to vehicles and equipment performed during the term of this contract, September 17, 2015 to September 16, 2016.

Amendment No. 3 to Service Agreement No. 082114 will serve to increase the amended contract by Seven Thousand dollars and no/100's ($7,000.00), for a new, not to exceed without prior written agreement of the County, total amended contract amount of Sixteen Thousand dollars and no/100's ($16,000.00), ***if required and as requested***.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the September 17, 2015 to September 16, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 09TH day of MARCH, 2016.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/9/16

GLASS MASTERS, INC.

Signature

Toby Egbert

Print Name

GILA COUNTY

Tommie C. Martin, District I Supervisor
Michael A. Pastor, District II Supervisor
John D. Marcanti, District III Supervisor

Don E. McDaniel Jr., County Manager
Jeff Hessenius, Finance Director

INFORMAL BID REQUEST NO. 021916
SHOWER FLOORS, WALLS & CEILING RESURFACING

Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors to provide all labors and materials necessary to resurface shower floors, walls and ceilings at the Gila County Jail, located at 1100 S. Street in Globe, Arizona.

A site visit is mandatory. Please call Robert Hickman at 928-200-1643 to schedule.

Informal bid requests for the material or services as specified will be received by Gila County Finance until the time and date cited. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered.

BID SUBMITTAL DUE DATE: **Monday, March 09, 2016, 4:00 PM**

SHOWER FLOORS, WALLS & CEILING RESURFACING

Please submit the **Contract Forms,** in duplicate, with original signatures on both sets, in a sealed envelope: The words "**Informal Bid Request**" with Bid Title **"SHOWER FLOORS, WALLS & CEILING RESURFACING",** Bid No. **"021916"**, date "**March 09, 2016**", and time "**4:00 P.M. AZ Time**", shall be written on the envelope. Faxed or emailed bid proposals will not be accepted.

Sealed Informal Bids may be mailed or hand delivered to:

DELIVERY ADDRESS:
GILA COUNTY FINANCE
ATTN: JEANNIE SGROI
GUERRERO BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

Questions regarding the technical aspects of this request should be directed to Robert Hickman, 928-200-1643.

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ATTACHMENTS:

EXHIBIT "A" – PLANS FOR JAIL SHOWER

SHOWER FLOORS, WALLS & CEILING RESURFACING
Informal Bid Request 021916

SCOPE OF WORK

Scope of Services:

Quote, per mandatory site visit and attached drawings, to demo existing ceramic tile in Jail shower areas, and install an epoxy quartz system to the floors, walls and ceiling, to provide a surface that is both safer and will withstand the high moisture conditions present in a shower area. A minimum of a 3 Year Warrant on Product and installation is required. Total square footage for six shower areas is approximately 1,370 square feet, including floor, walls and ceiling. Bidder must have prior work experience in this type of application in the corrections industry. All workers must be cleared to work in the jail prior to commencing the job.

The Project will consist of:

- Removal and haul off of existing tile in six shower areas.
- Prep walls, floors and ceiling.
- Install coating to ceiling, color – white.
- Hand trowel coating to walls 1/8" to 3/16" thick – decorative quartz.
- Hand trowel coating to floor, and slope to drain. Ensure depressed area is sloped off in each shower.
- Apply clear epoxy grout coat to walls.
- Broadcast quartz to floor – remove excess.
- Apply top coat to ceiling, walls and floor.
- During shower resurfacing, the existing shower heads will be removed and new heads/control systems installed by Facilities personnel to coordinate with resurfacing of shower walls. This is to be coordinated with the Facilities Manager, Robert Hickman, 928-200-1643.
- Contractor to provide price per individual shower area and overall total.

A site visit is mandatory. Contact Robert Hickman at 928-200-1643 to schedule. All questions should be submitted, in writing, no later than March 04, 2016 at 3:00 P.M. Bids for this project are due on March 09, 2016 at 4 P.M. Answers to any questions received will be sent to all bidders no later than March 07, 2016 at 10:00 A.M. The successful bidder will have **60 calendar days** to complete the project.

- ***CLEAN UP***

After all work under the contract has been completed, the Contractor shall be responsible for the removal of all materials not incorporated in the work from the site of the work.

- ***WARRANTY***

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of three (3) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

- ***QUALITY OF STANDARDS OF MATERIAL***

If desired by the County, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the County to determine that the material(s)/service(s) submitted conforms to the specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

- ***TAXES***

The Contractor shall be responsible for payment of any and all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

Bid proposals will be evaluated and recommended for award based on the total bid cost including tax.

INSTRUCTION TO BIDDERS

Preparation of Bid

The bidder shall submit his bid proposal on the forms furnished in the Informal Bid Document, **in duplicate**. Both copies of the entire Bid packet, as identified as "Contract Forms" on Page 8, shall have original signatures. The Contract included in this Bid packet, will serve as the Contract to be executed upon award. All blank spaces in the forms must be correctly filled in where indicated. The TOTAL AMOUNT bid shall be stated in both WORDS and NUMERALS (page 9). In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his bid proposal correctly and in ink. If the bid proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the bid proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

Delivery of Proposal

Each bid proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the Informal Bid packet before the time specified. Bid proposals received after the specified time shall be returned to the bidder unopened.

Withdrawal or Revision of Proposals

A bidder may withdraw or revise (by withdrawal of one bid proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the County in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the Informal Bid packet before the time specified for receipt of bids.

Disqualification of Bidders

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

(a) Submitting more than one bid proposal from the same partnership, firm, or corporation under the same or different name.
(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the County until any such participating bidder has been reinstated by the County as a qualified bidder.
(c) Failure to submit all the required official bid forms. All forms must contain original signatures.

Protests

Only other bidders submitting a bid proposal on this project have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Clerk of the Board of Supervisors. A protest must be in writing and must include:

(a) Name, address and telephone number of the protester.
(b) Signature of the protester or its representative, and evidence of authority to sign.
(c) Identification of the contract and the solicitation or contract number.
(d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
(e) The form of relief requested.

Safety and Loss Control

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement form.

Registered / Licensed

To be considered responsive, Contractors must be registered/licensed in the State of Arizona at the time of informal bid submittal. In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

AWARD AND EXECUTION OF CONTRACT

Consideration of Bid Proposals

After the bid proposals are opened they will be compared on the basis of the lump sum bid amount.

Until the award of a contract is made, the County reserves the right to reject any or all bid proposals; waive technicalities, if such waiver is in the best interest of the County and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts. All such actions shall promote the County's best interests.

Award of Contract

The contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors.

Cancellation of Award

The County reserves the right to cancel the award without liability to the bidder, at any time before a contract has been fully executed by all parties and is approved by the County.

Execution of Contract

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the County. The Contractor's Statement of Insurance and an original Certificate of Insurance shall be received by the County within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

Failure to Execute Contract

Failure of the successful bidder to execute the contract as specified in the informal bid documents and furnish an acceptable Certificate of Insurance within the 10-calendar-day period specified shall be just cause for cancellation of the award.

Payment

Gila County employs a "Net 15" payment term meaning that payment will be issued 15 days from the date Gila County receives the vendors invoice. Except as otherwise provided in the Purchase Order, the price includes all applicable Federal, State and local taxes.

If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

CONTRACT FORMS

Contract Forms are by reference made a binding part of the Informal Bid Documents and Awarded Contract to the same extent as if set forth here in full.

- Bidding Schedule
- Qualification & Certification
- Reference List
- Surety Bid Bond – **NOT REQUIRED FOR THIS PROJECT**
- Affidavit of Non-Collusion
- Subcontractor Certification
- Bidder Checklist and Addenda Acknowledgment
- Contract
- Contract Performance Warranty
- Statutory Performance Bond – **NOT REQUIRED FOR THIS PROJECT**
- Statutory Labor & Materials Bond – **NOT REQUIRED FOR THIS PROJECT**

BIDDING SCHEDULE

SHOWER FLOORS, WALLS & CEILING RESURFACING

GILA COUNTY, ARIZONA

Informal Bid Request 021916

We agree to provide all work and material necessary to complete the project for the following Contract Price:

Location:	Square Footage	Unit Price	Total
East Female Shower	150	34.44	5165.00
East Male Shower	165	32.40	5345.00
Inner Shower	250	27.97	6992.00
North Shower	270	31.49	8500.00
South Shower	270	31.49	8500.00
214 Trustee Shower	265	34.12	9041.50

VENDOR NAME: ACB CONSTRUCTION

TOTAL CONTRACT PRICE, for the sum of $ 43,543.50

WRITTEN TOTAL CONTRACT PRICE

Forty three thousand five hundred forty three dollars **Dollars**

and fifty **Cents.**

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the Bid Price.

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

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

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM

Purpose

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

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

Informal Bid Request 021916

The applicant submitting this Bid Proposal warrants the following:

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

   ACB Construction, 25047 N 95th Ave, Peoria, AZ 85383 623-581-3550

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes __X__ No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes __X__ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)? _____ Yes __x__ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. **Contractor Experience Modifier (e-mod) Rating for AZ:** 0.85
   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:** 155855

Judy Christensen, Mgr.
Signature of Authorized Representative

Judy Christensen
Printed Name

Mgr.
Title

GILA COUNTY

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope, as this Invitation for Bids, during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** CCA LaPalma
   Contact: Anthony Roche
   Phone: 1-520-464-3396
   Address: 5501 North La Palma Road Eloy, AZ 85131

2. **Company:** 4th Ave Jail
   Contact: Sgt. Hadsall
   Phone: 602-876-9117
   Address: 401 W Jefferson St Phoenix, AZ 85003

3. **Company:** CCA Florence Correctional Center
   Contact: Darrell Jordan
   Phone: 520-868-7272
   Address: 1100 Bowling Road, Florence, AZ 85132

4. **Company:** SE Juvenile Facility
   Contact: Lisa Spresney/Maricopa County
   Phone: 602-506-1987
   Address: 401 W Jefferson, Phoenix, AZ 85003

ACB Construction

Name of Business

Judy Christensen, Mgr.

Signature of Authorized Representative

Manager/Owner

Title

GILA COUNTY
SURETY (BID) BOND
(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

NOT REQUIRED FOR THIS BID

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal	**Surety**
By	**By Attorney-in-Fact**
Title	**Address, Attorney-in-Fact**
	Subscribed and sworn to before me
	This _____ day of _____,2016
	My commission expires: _____
	Notary Public

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

STATE OF ARIZONA)
)ss
COUNTY OF: MARICOPA)

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

That he/she is
Manager/Owner Mgr.
(Title)

of ACB Construction and
(Name of Business)

That he/she is bidding on **Gila County Informal Bid Request 021916 SHOWER FLOORS, WALLS & CEILING RESURFACING, Gila County Jail, 1100 South Street in Globe, AZ** and,

That neither he/she nor anyone associated with the said:

ACB Construction
(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.

ACB Construction
Name of Business

Judy Christensen, Mgr. Judy Christensen Mgr.
By

Manager/Owner
Title

FRANK S DARMO
Notary Public - Arizona
Maricopa County
My Comm. Expires Jun 3, 2016

Subscribed and sworn to before me this 2ND **day of** MARCH **, 2016.**

Notary Public

My Commission expires:
JUNE 3, 2016

GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **INFORMAL BID REQUEST 021916, SHOWER FLOORS, WALLS & CEILING RESURFACING**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

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

ACB Construction
Name of Firm

Judy Christensen Mgr.
By: (Signature)

Manager/Owner
Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
BIDDING SCHEDULE	Completed
QUALIFICATION & CERTIFICATION FORM	Completed
REFERENCE LIST	Completed
BID BOND – **NOT REQUIRED FOR THIS PROJECT**	
NO COLLUSION IN BIDDING	Completed
INTENTIONS IN SUBCONTRACTING	Completed
BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	Completed
CONTRACT	Completed
CONTRACT PERFORMANCE WARRANTY	Completed

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
INITIALS	jc				
DATE	3-1-16				

Signed and dated this 1 day of March, 2016

ACB Construction
Contractor:

Judy Christensen, Mgr.
By:

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: ***Company Name, Request for Sealed Proposals No. 021916 Shower Floors, Walls & Ceiling Resurfacing.*** **All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before March 09, 2016, 4:00 PM.**

GILA COUNTY
CONTRACT NO. 021916

THIS AGREEMENT, made and entered into this 1st day of March, 2016, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County,** and ACB Construction of the City of Peoria, State of Arizona, hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 021916, SHOWER FLOORS, WALLS & CEILING RESURFACING:

DOCUMENTS: The attached "Call for Informal Bids", "Scope of Work", "Bidding Schedule", "Qualification & Certification Form", "Reference List", ~~"Surety Bid Bond Form",~~ "Affidavit of Non-Collusion", "Intentions Concerning Subcontractor Certification", "Bidder Checklist and Addenda Acknowledgment", "Contract", "Contract Performance Warranty", ~~"Statutory Performance Bond Form", "Statutory Labor and Materials 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.

INDEMNIFICATION CLAUSE: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Automobile Liability**
   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

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

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Finance Department, Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, and shall be sent by certified mail, return receipt requested.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than $ 43,543.50 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

ACB Construction

Contracting Company Name

Judy Christensen, Mgr.

Authorized Representative Signature

Judy Christensen, Mgr.

Print Name

GILA COUNTY:

Don E. McDaniel, Jr., County Manager

3/16/16

Date

CONTRACT PERFORMANCE WARRANTY

I, Judy Christensen, Mgr., representing

ACB Construction (company name)

do hereby warranty the work performed for the:

SHOWER FLOORS, WALLS & CEILING RESURFACING 021916 SHOWER FLOORS, WALLS & CEILING RESURFACING, Gila County Jail, 1100 South Street in Globe, AZ.

for a period of **three years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.

Judy Christensen/Owner 3-1-16

(Officer, Partner, Owner) **Date**

STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:
That,

_____

_____, (hereinafter called the Principal), as Principal,

and

_____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOT REQUIRED FOR THIS BID

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____.

_____ _____
Principal **Seal** **By:**

_____ _____
Surety **Seal** **By:**

_____ _____
Agency of Record **Agency Address**

_____
Arizona Countersignature

_____
Address

_____
Phone Number

STATUTORY LABOR AND MATERIALS BOND
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:
That,

_____

_____, (hereinafter called the Principal), as Principal, and

_____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOT REQUIRED FOR THIS BID

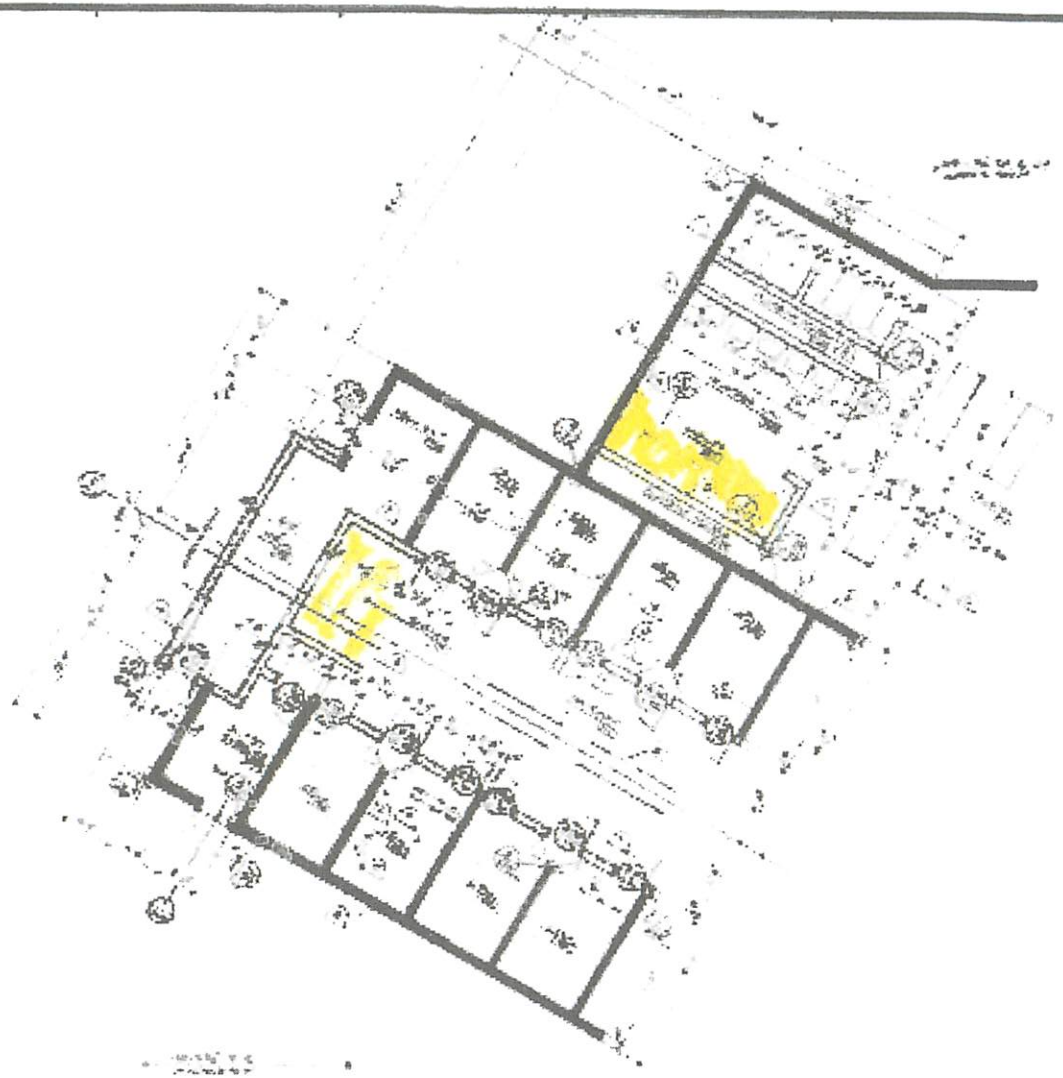
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20 _____

_____	_____
Principal **Seal**	**By:**
_____	_____
Surety **Seal**	**By:**
_____	_____
Agency of Record	**Agency Address**
_____	
Arizona Countersignature	
_____	
Address	
_____	
Phone Number	

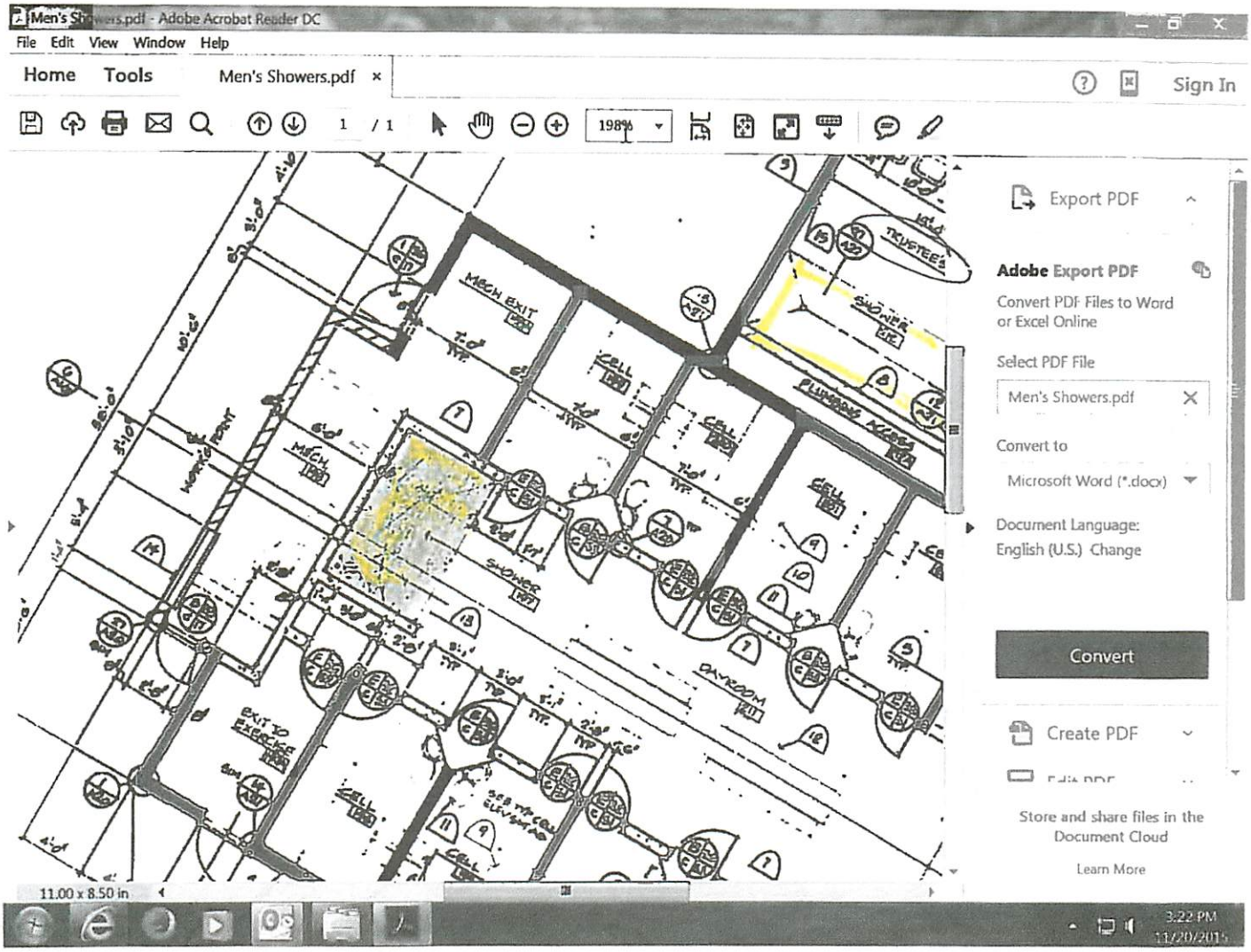


ADULT MALE TRUSTEES
ENLARGED 1'4" PLAN - H

EXHIBIT "A" PAGE 1 OF 4

OLA COUNTY SHERIFF'S FACILITY AND DETENTION CENTER

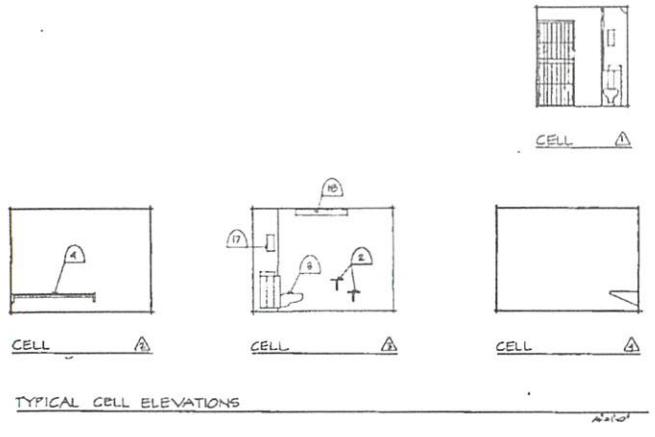
A



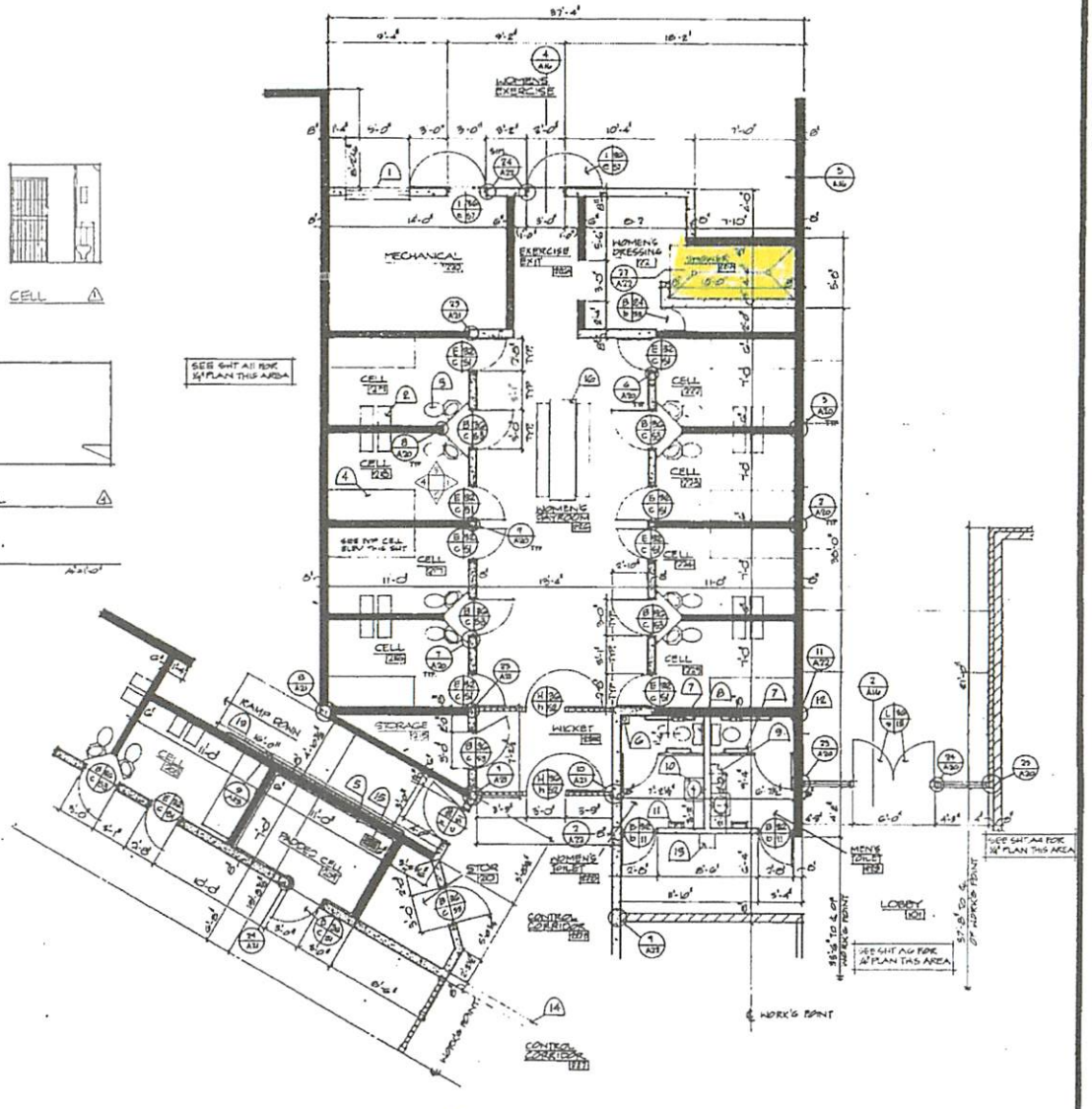
Adult Male Trustee's

3 TOTAL ?

(6 sets total)



TYPICAL CELL ELEVATIONS



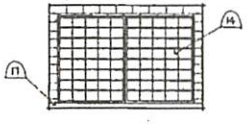
WOMENS WING
ENLARGED 1/4" PLAN - E

KEY PLAN

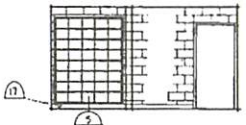
GILA COUNTY SHERIFF'S FACILITY AND DETENTION CENTER
GLOBE, ARIZONA

A

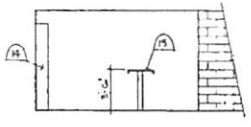
EXHIBIT "A" PAGE 3 OF 4



PROCESSING RM #146



JUVENILE RM #144



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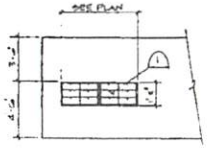
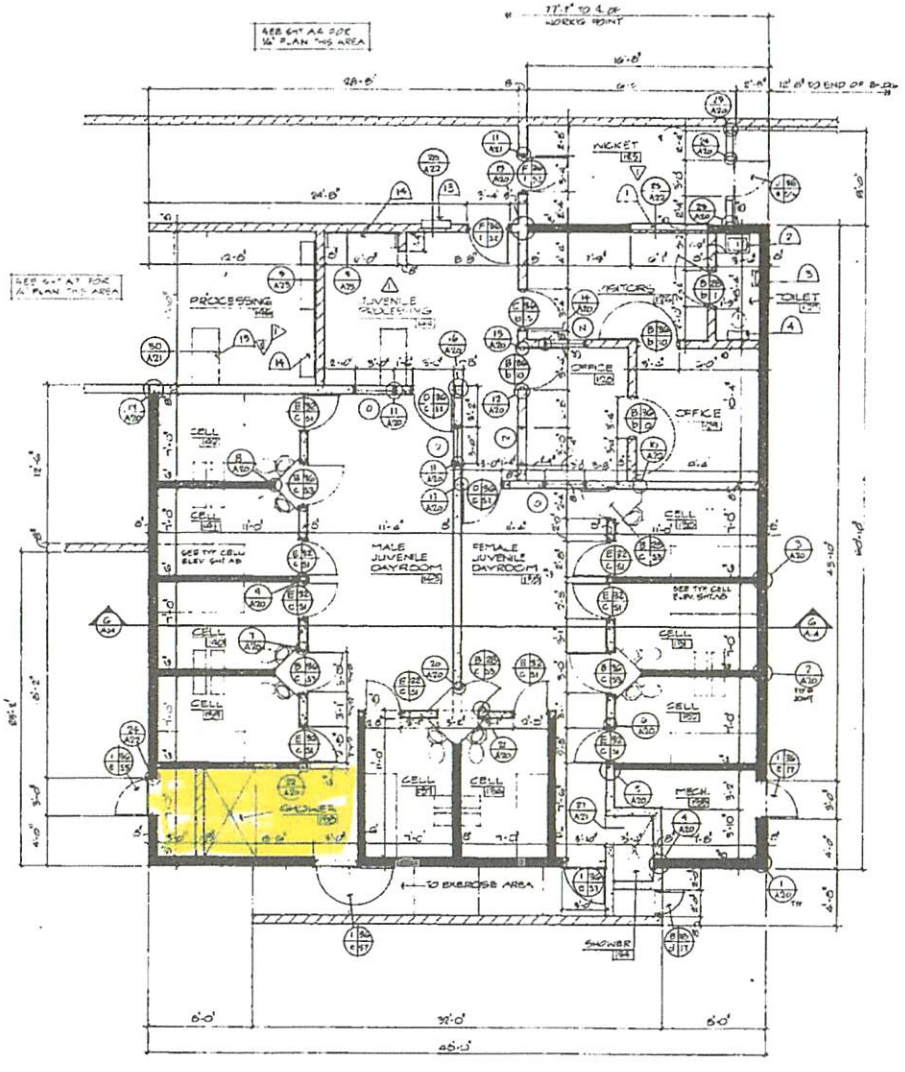


WICKET RM #125



JUVENILE WING
ENLARGED 1/4" PLAN - B

GILA COUNTY SHERIFF'S FACILITY AND DETENTION CENTER
GLOBE, ARIZONA

EXHIBIT "A" PAGE 4 OF 4

DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in **A.R.S. 32-1104A3**. Please read our Standard Disclaimer at **www.azroc.gov/Legal/Disclaim.html**

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 155855 (Tuesday, March 1, 2016 1:59:15 PM)

Contractor		License	
Name/ Address/ Phone	**Status/ Action**	**Class | Type | Entity**	**Issued/Renewal**
Absolutely Clean and Bright Co **DBA: A C B Construction LLC** 25047 N 95th Ave Peoria, AZ 85383-1332 **Phone: (623) 581-3550**	**CURRENT**	KB-1 | DUAL | LLC	**First Issued:** 06/28/2000 **Renewed Thru:** 06/30/2016

License Class & Description **KB-1 DUAL BUILDING CONTRACTOR**

Comments

- [SEE MASTER FILE FOR ADD´L MEMBERS]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Larry Allen Mills		**Name** Judy Ann Christensen	
Position QP/EMPLOYEE	**Qual. Date 06/28/2000**	**Position** MEMBER	
Name Patrick Michael Mc Mahon		**Name** William Andy Naismith	
Position FORMER QP/None	**Inactivation Date 02/02/2004**	**Position** FORMER QP/None	**Inactivation Date 07/25/2006**

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the ***Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MYAZROC (1-877-692-9762)*** *to identify the ROC office location you need to visit to view complete complaint documentation.*

Open:	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases		
Disciplined:	0	This is the number of complaints that resulted in discipline against this contractor.
Resolved/Settled/ Withdrawn:	0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access:	0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy:	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
NC6007	07/17/2008	$10,000.00	$0.00	$10,000.00	CONTRACTORS BONDING & INS CO	

Bond [2] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
742851C	09/05/2006	09/02/2008	$10,000.00	$0.00	$10,000.00	DEVELOPERS SURETY & INDEMN CO	

Bond [3] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
860603C	06/28/2000	09/21/2006	$10,000.00	$0.00	$10,000.00	DEVELOPERS SURETY & INDEMNT CO	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/24/2016

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

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

PRODUCER
Brown & Brown Insurance of Nevada, Inc.
975 Kelly Johnson Drive, Suite 100
Las Vegas NV 89119

CONTACT NAME: Christi Jacobs
PHONE (A/C, No, Ext): 702-939-3764 FAX (A/C, No): 702-597-0159
E-MAIL ADDRESS: cjacobs@bbnevada.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Employers Mutual Casualty Co	21415
INSURER B: AmTrust Insurance Company of	15954
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Absolutely Clean & Bright LLC
dba: ACB Construction
25047 N 95th Ave
Peoria AZ 85383

COVERAGES **CERTIFICATE NUMBER:** 891712128 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		4D93130	5/15/2015	5/15/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			4E93130	5/15/2015	5/15/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			4J93130	5/15/2015	5/15/2016	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$2,000,000
	DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			KWC1046709	1/1/2016	1/1/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured for General Liability per attached CG7174.3 (10-13) subject to policy terms, conditions and exclusions.
RE; Gila County Jail Showers job

CERTIFICATE HOLDER

Gila County
7th Street
Globe AZ

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of:

a. your ongoing operations for the additional insured; or

b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of ISO Properties, Inc. with its permission.

DUR-A-FLEX
INNOVATION FROM THE FLOOR UP

Dur-A-Glaze MVP Primer

Warranties; Limitations of Remedies and Liability

Dur-A-Flex, Inc. warrants that Dur-A-Glaze MVP will, for a continuous period of ten (10) years, reduce water vapor transmission to the extent described in the Dur-A-Flex, Inc. current published catalogue and/or Web site, if Dur-A-Flex, Inc.'s application instructions, and the terms of the Dur-A-Glaze MVP product data sheet, stipulated in such catalogue or Web site (collectively, the "Dur-A-Flex Instructions") are strictly followed.

In the event of breach of the above warranty, Customer's sole and exclusive remedy shall be replacement or repair of materials actually damaged (i.e. affected areas only) due to water vapor transmission in excess of the above warranty, and reasonable labor charges.

This limited warranty warrants against failure caused by concrete water vapor pressure only. This warranty is null and void if water vapor pressure exceeds 20 lbs. per thousand square feet per 24 hours and/or relative humidity exceeds 99%.

Without limitation of the foregoing, this limited warranty is further subject to the following conditions:

1) Dur-A-Flex, Inc. products must be applied as per Dur-A-Flex Instructions on structurally sound and clean areas in which the concrete meets acceptable industry standards as defined in ACI Committee 201 Report, "Guide to Durable Concrete." If the areas to which the products are applied now or in the future fail to meet these standards, the aforementioned warranty shall be null and void.

2) The foregoing warranty shall be null and void if (a) a cohesive substrate failure in the concrete surface occurs resulting in a delamination of Dur-A-Glaze MVP; (b) concrete surfaces have been treated with any kind of penetrating surface sealer or curing compounds, and/or (c) silicates including alkaline silica reaction (ASR) related conditions caused Dur-A-Flex material to fail.

3) The aforementioned warranty shall be null and void if Dur-A-Flex, Inc. Instructions for material coverage/surface preparation are not strictly followed or products are applied to improper substrates in areas not properly prepared per Dur-A-Flex, Inc. Instructions, or bond inhibiting contaminants including without limitation ionic compounds or soluble salts are present preventing proper performance/adhesion of Dur-A-Flex products. Cracks and joints are not covered by this warranty.

4) The foregoing warranty shall be null and void if any cracks develop after the application of Dur-A-Flex, Inc. products or leakage/water vapor transmission occurs due to pin holes in the coating.

5) The foregoing warranty shall be null and void if the Dur-A-Flex, Inc. products have been applied by an applicator not approved/certified by Dur-A-Flex, Inc.

6) The foregoing warranty shall be null and void if the Dur-A-Glaze MVP Warranty Application is not delivered to Dur-A-Flex, Inc. at the address below within thirty (30) days of installation. Dur-A-Flex, Inc. reserves the right to verify and/or dispute the accuracy of any information supplied on the Warranty Application. Information supplied on the Warranty Registration shall not be deemed to satisfy, waive or otherwise modify the terms and conditions of any warranty.

7) The foregoing warranty shall be null and void if Dur-A-Glaze MVP is used with any product other than those recommended or manufactured by Dur-A-Flex.

The beneficiary of the warranty must provide Dur-A-Flex, Inc., 95 Goodwin Street, East Hartford, Connecticut 06108, a written notice within thirty (30) days of the discovery of a breach of this warranty in order to assert its right to any repairs covered by this warranty.

Dur-A-Flex, Inc. | 95 Goodwin Street, East Hartford, CT 06108 | Tel: 860.528.9838 | Fax: 860.528.2802 | www.Dur-A-Flex.com

Dur-A-Glaze MVP Primer Warranties; Limitations of Remedies and Liability, cont'd

8) The following additional conditions apply, together with those listed above, where Dur-A-Glaze MVP is used with vinyl tile, sheet vinyl, carpet or any other resilient floor covering: the foregoing warranty shall be null and void (A) unless Dur-A-Glaze MVP is used with specific primers and cementitious underlayment as listed in the MVP Compatibility Chart on the Dur-A-Flex website and (B) unless Customer demonstrates that prior to installation the ionic compounds (salts) in the substrate were at acceptable levels, as analyzed in accordance with the Dur-A-Flex Floor Evaluation/Moisture Guidelines, at www.dur-a-flex.com, if the substrate was installed more than one (1) year prior to application of Dur-A-Glaze MVP.

Standard Warranty (covering all Dur-A-Flex goods):

Seller warrants that its goods are free from any defects in material or workmanship and are in conformity with its published specifications, subject to standard tolerances for variations, except that color cannot be warranted as to uniformity of shade or conformity to samples. Seller's sole liability and Customer's exclusive remedy for breach of any warranty as expressly limited, at Seller's option, is to replace material at the original FOB point or refund of the purchase price. A written notice of claim for breach of warranty must be delivered to Seller within sixty (60) days of observation and no more than one (1) year after delivery of the product. Seller shall be allowed reasonable opportunity to investigate the claim and inspect the product. In no event may Customer recover damages exceeding the price paid by the Customer for the specific goods as to which the claim is made, whether based on contract, tort, or any other theory.

The following terms and conditions apply to both the Standard Warranty and Additional Dur-A-Glaze MVP Warranty:

SELLER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. SELLER SHALL NOT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ALL WARRANTIES ARE NULL AND VOID IF CUSTOMER HAS NOT PAID IN FULL IN ACCORDANCE WITH SELLER'S PAYMENT TERMS. Seller shall not be liable for any claim resulting from failure to utilize product in the manner in which it was intended and in accordance with instructions provided for use of product on Dur-A-Flex, Inc.'s web site, product catalogue or otherwise.

Dur-A-Flex, Inc. shall not be liable, and Customer waives all claims made against Dur-A-Flex, Inc. for prospective profits or special, indirect, incidental or consequential damages, or any other damages or remedies not specifically provided above, based upon negligence, breach of warranty, strict liability in tort or any other cause of action. Dur-A-Flex, Inc. will not be liable for, and the Customer shall defend, indemnify and hold harmless (including without limitation costs and attorney's fees) Dur-A-Flex, Inc. from, any loss, damage or injury to persons or property, or claim thereof, resulting from (A) Customer's or any third party's or end user's handling, storage, transportation, resale, application or other use of the goods, or in combination with other substances, or otherwise or (B) selection or recommendation by Dur-A-Flex, Inc. of any applicator or other contractor. Any controversy or claim arising out of or relating to the within Warranty, terms and conditions shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Venue for the arbitration shall be in Hartford, Connecticut.

Dur-A-Flex, Inc. | 95 Goodwin Street, East Hartford, CT 06108 | Tel: 860.528.9838 | Fax: 860.528.2802 | www.Dur-A-Flex.com

ACB CONSTRUCTION

25047 N 95th Avenue, Peoria, AZ 85383
License # 155855 AZ
License #: 0070155 NV
Toll Free: 1-866-581-3550
Phone: 623-581-3550
Fax: 623-581-3568
E-Mail judy@acbconst.com
Web Site: acbconstruction.net
WOMAN OWN BUSINESS
AZ DBE # 5286

copy only

WARRANTY

TO: Gila County Jail & Showers, Globe, AZ

FROM: JUDY CHRISTENSEN, MGR.

RE: 6 showers

SUBSTANTIAL COMPLETION DATE:

ACB Construction, a subcontractor, do hereby warrant that all labor furnished and work performed in conjunction with the above referenced project, are in accordance with the contract documents and authorized modifications thereto, and will be free from defect to defective product and workmanship for **3 years labor & 3 years product warranty**
Warranty shall include all labor, product and equipment found to be defective due to fault workmanship. System malfunction as a result of improper operation, misuse or abuse shall not be extended to this warranty.

SIGNATURE OF RESPONSIBLE PARTY: _____

DATE OF SIGNATURE: _____

AMENDMENT NO. 2 TO SERVICE CONTRACT 052114

The following amendments are hereby incorporated into the contract documents for the below stated project:

GILA COUNTY SUPERIOR COURT
DOCUMENT CONVERSION SERVICES

LIN-CUM, INC.

Effective July 01, 2014, Gila County and Lin-Cum, Inc. entered into an agreement whereby the Contractor agreed to provide document conversion services, for the Gila County Superior Court.

***Service Agreement* 052114** expires June 30, 2015. Per Page 1 of the Agreement, the Agreement may be extended for additional twelve (12) month periods, or until terminated by either party by written notice 30 days prior to such termination.

Amendment No. 1 to Service Agreement No. 052114 was executed on June 24, 2015, extending the term of the contract from July 1, 2015, to June 30, 2016

The Clerk of the Superior Court would like to increase the amended contract amount of Three Thousand Forty-Two dollars and 74/100's ($3,042.74) by an additional Two Thousand dollars and no/100's ($2,000.00), to cover the cost for boxes sent for microfilming which exceeded the contract amount.

Amendment No. 2 to Service Agreement No. 052114 will serve to increase the amended contract amount of Three Thousand Forty-Two dollars and 74/100's ($3,042.74) by Two Thousand dollars and no/100's ($2,000.00) for a new amended contract amount of Five Thousand Forty-Two dollars and 74/100's ($5,042.74).

All other terms and conditions of the original agreement shall remain the same during the July 01, 2015 to June 30, 2016 term of the contract.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/10/16

LIN-CUM, INC.

Charles C. Cummins, Jr.

Vice President – Client Servicing
Title

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 123115

ON-CALL SERVICE & REPAIR ROLLING STEEL DOORS

FACILITIES LAND & BUILDING MANAGEMENT

THIS AGREEMENT, made and entered into this 16th day of March, **2016,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Vortex Industries, Inc., of the City of Tempe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 123115** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 123115** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 123115,** the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

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

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

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

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

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will

conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to

County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $5,000.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 123115 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/16/16

VORTEX INDUSTRIES, INC.

Signature

Robert Knapp

Print Name

3-8-16

REQUEST FOR QUOTE NO. 123115
GILA COUNTY

SERVICE & REPAIR ROLLING STEEL DOORS

QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE CONSIDERED NON-RESPONSIVE

JOB/PROJECT DESCRIPTION

Project consists of service and repair on the steel rolling doors at various County Facilities. This would entail minor repairs and adjustments. Replacements would be bid out separately

Location:
Various Gila County Buildings

Scope of Work and Specifications:

- Service the Rolling Steel Doors when called.
- Call back is required within 5 hours.
- Adjust the various motors, chains and other parts.
- Inspect the doors for any other issues.
- Replace parts as necessary with prior approval of Facilities Maintenance personnel.
- Lubricate the door and the motor operators.
- Tighten all electrical connections.
- Operate the doors to ensure proper operation.
- Cost for lift equipment should be shown separate, in the event one is not available through the County.
- Cost per hour with regular and after hour breakdown.
- Cost for travel time, if any, shown separately for Globe, Payson, Tonto Basin and Young, AZ.

Each contractor may contact David Hom with Facilities at 928-200-1641 for technical questions.

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on January 19, 2016 to, Jeannie Sgroi, jsgroi@gilacountyaz.gov , fax 928-402-4386

"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Contractor Name: Vortex Industries

Contractor Address: 8270 S Kyrene Rd #102
Tempe AZ 85284

Contractor Phone #: 480-598-1515 Email Address: phxsc@vortexind.com

Contractor Signature:

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST $ See attached (TAXES INCLUDED)

MATERIAL COST $ See attached (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.

Request for Quote No. 123115

Gila County

Breakdown prepared by Rob Knapp with Vortex industries

Labor Cost

Single Man $64.00 per half hour

Crew $94.00 per half hour

Material markup

Varies per part or door anywhere from vendor recommended list price to 20% discount off of list price

Travel charge is portal to portal

Phoenix to Globe $512.00 round trip

Phoenix to Payson $384.00 round trip

Phoenix to Tonto basin $384.00 round trip

Phoenix to Young $768.00 round trip

Lift Charges-

20' scissor lift $324.00

Warehouse style Forklift - $278.00

40' boom lift $675.00

Hurst, Betty

From: Sgroi, Jeannie
Sent: Thursday, February 04, 2016 4:09 PM
To: Hurst, Betty
Subject: FW: Vortex Industries (New Service Contract)
Attachments: DOC450.pdf

Please print this out for the file. He lists his overtime rates in the email below. Thank you for following up and getting this info.

-----Original Message-----
From: Robert Knapp (TMP) [mailto:robertk@vortexind.com]
Sent: Thursday, February 04, 2016 3:51 PM
To: Sgroi, Jeannie
Subject: FW: Vortex Industries (New Service Contract)

Hello,

Here are the overtime rates requested please let me know if you need anything else!

Over time rates single man $128.00 per half hour any time after 12noon same day service Over time rates crew men $188.00 per half hour any time after 12noon same day service

Thank you

Robert Knapp | Team Leader
Vortex Industries, Inc.
8270 S Kyrene Rd. #101
Tempe, AZ 85284
Tel: 602-721-3092
Email: robertk@vortexind.com
www.VortexDoors.com

-----Original Message-----
From: Robert Knapp (TMP)
Sent: Tuesday, January 05, 2016 2:00 PM
To: jsgroi@gilacountyaz.gov
Subject: Vortex Industries (New Service Contract)

Hello,

Please note all rates are standard time. If work is performed on overtime or after-hours overtime rates will be applied.

Please contact Rob with any questions!

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

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

John D. Marcanti, District III
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GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 031016-2

WEATHERIZATION PROJECT HH#8128

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 16th day of March, **2016,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Construction, Inc., of the City of Miami, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 031016-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 031016-2** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 031016-2**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

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

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

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

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

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the

purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14- TERM: The Contract commences on March 16, 2016 and remains in effect through June 30, 2016.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of **$4,833.92** for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 031016-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/16/16

RODRIGUEZ CONSTRUCTION, INC.

Signature

Art Rodriguez

Print Name

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

SCOPE OF WORK

Case Number: **HH#8128**

Property Information:

1025 N. Wheatfields Rd # 12
Globe AZ 85501-

Jurisdiction Wheatfields Area
Census: 1

Owner:

Teryl Critzer
1025 N. Wheatfields Rd # 12
Globe AZ 85501-

Phone: (928)961-2921

BID DATE: 3-7-16

CONTRACTOR INFORMATION:

Name: Rodriguez Const.

Address: 547 S. Bast St
Globe AZ 85501

Voice:

email: rodriguezConste Hotmail.c

BID TOTAL $: 4833.92

Contractor Signature

** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

LINE ITEMS - COMPLETE WRITE-UP

General Requirements

1 $ 0

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. **Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.**

2 $ 0

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3 $ 0

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

4 $ 0

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.
All work to be done in a quality and Professional manner.
All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

Mechanical

5 $ 650

Repair Ductwork to meet wap 1.

Remove all defective material and replace w ith new to Wap standards less then 1 Pa. per register.

6 $ 750

Seal 3 Windows

Seal all windows inside and out. Use caulking around all frames also. Where the window A/C units were installed also in bedroom two chalk the outside of the window frame. Remove the evap cooler and bring to rehab specialist for disposal, and seal hole in the wall where unit is .

7 $ 600

Remove cooler

Remove the evap cooler from the side wall patch and seal area inside and out with the same materials to match existing surfaces.

Insulation

8 200 SQ FT $ 500

Fiberglass Insulation belly (R-30) Batt/

Insulation shall be installed with vapor barrier facing conditioned area; insulation shall completely fill area between joists or studs and shall be secured with appropriate mechanical fasteners. Material shall meet ASTM C665-86 or as subsequently amended. make sure that you install somesort of tyvek lineinig and vapor berrior faces to the outside of the home.

Ceiling

9 $ 1250

Caulk As Specified Infiltration

Remove patches that home owner put over old registers and make sure the duct is full of insulation then recover with shower board and chalk.

low cost no cost

10 $ 800

Prime and roll roof. NO GUARANTEES

Clean then prime and seal with cool coat sealer. ~~ALL AREAS.~~

Job Total Cost: $ 4550

6.24% 283.92

4833.92

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

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Globe, AZ 85501

SERVICE AGREEMENT NO. 031016

WEATHERIZATION PROJECT HH#9375

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 16th day of March, **2016,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 031016** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 031016** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 031016**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

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

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

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   - 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".**

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Employers' Liability	
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Disease – Policy Limit	$500,000

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

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Each Claim	$1,000,000
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a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **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.

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

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

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All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the

purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

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ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on March 16, 2016 and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: PAYMENT/BILLING: Contractor shall be paid a flat fee of **$12,000.00** for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 031016 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/16/16

MOUNTAIN RETREAT BUILDERS LLC

Signature

John O'Donoto

Print Name

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

MAR 8 8:25AM

SCOPE OF WORK

Case Number: **HH# 9375**

BID DATE: 3-8-16

CONTRACTOR INFORMATION:

Name: M.R. Builders

Address: 745 1st Semple Dr
Globe Az
85501

Voice: 928-606-4077

email:

Jurisdiction
Census: 1

Owner:

BID TOTAL $: 12,000

Contractor Signature

** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

* Belly Pan to Be Completed Best Case Possible May not Be Able to Get to Last 1/3 Due to Access

LINE ITEMS - COMPLETE WRITE-UP

General Requirements

1 $_____

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. **Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.**

2 $_____

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3 $_____

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.
All work to be done in a quality and Professional manner.
All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

4 $_____

ALL LEAD WORK

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.a.

Mechanical

5 $ 1,500.00

Remove roof mount cooler

Remove the evaporative cooler and the jack from the roof make necessary repairs to insure that the roof will no longer leak! Then replace cooler with a new window mount cooler with same size or upgraded size. . Must have a new motor, pump and accessories. Check the belt tension and alignment,check amp draws to confirm correct speed. must have a metal stand and a chain kit so that it is attached two ways.

6 $4500.00

Remove All Ductwork

illuminate evap cooler duck work by removing all defective material then fill with insolation, replace vents with shower board trimmed with the plastic trim chalk and make sure that it is air tight.

Remove all furnace duct work and replace as mentioned in furnace install.

7 $ 5000.00

Install Furnace System Complete w/Ductwork etc.

Install new furnace as specified including clean out, ductwork, thermostat, registers, flue liner and main

disconnect to all WAP and COUNTY code.****(Flu liner as needed for orphaned gas appliances, water heater etc. If not necessary, indicate in writing.)
Install a new 90+% AFUE, *ENERGY STAR* rated furnace and themostat as specified including, ductwork, thermostat, registers, and main disconnect to code.
1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. **This item will be considered incomplete and not paid without sizing specifications.**
2) install and vent the unit per manufacturer's instructions (PMI)
3) electrical supply must be a dedicated circut with a switch at the unit.
4) unit must have a minimum 30 inch front clearance, when installed.
5) check the gas input to the unit
6) check the temp. rise and match to the unit (PMI)
7) recheck for gas leaks
All furnace work must meet or exceed NFPA #54, as well as any other local codes
Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.
size all ducts for best performance (PMI) and manual "J" for sizing and number of registers.
1) all joints in return air and supply ducts must be sealed with mastik and cloth and be at least a nickel thick and pass wap inspection with less then .5 pa. per register.
2) install a filter chamber with a cover

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

Ceiling

8 $1,400.00

Repair ceiling (Infiltration)

Repair the ceilings in bedroom 2 of the mobile home. May replace the ceiling materials with sheet rock if needed due to availability of correct material trim out as needed and chalk to insure no air leakage.

Weatherzation

9 $ 500.00

Fiberglass, batts. Open Attic - (R30)

Coverage should be as level as possible, and to the depth of material that corresponds with each R- value. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C764-84. make sure that after repairs to roof are made that attic is insulated with the evapcooler ducts.

10 $ 2000.00

Fiberglass Insulation, Floor - (R38) Batt/Bla

Insulation shall be installed with vapor barrier facing conditioned area; Insulation shall completely fill area between joists or studs and shall be secured with the appropriate mechanical fasteners. Material shall meet ASTM C665-86 or subsequently amended. All insulation must meet wap standards and have some form of belly pad such as Tyvek liner ect,

Water Heater

11 $ 100.00

Repair Vent

Remove all defective materials and replace to code. water heater vent is not working properly and needs to be reconnected to top of water heater and the vent cap needs to be opened up to allow proper venting which is temp/40-2.75

Job Total Cost: $ 12,000.00

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 031016-1

WEATHERIZATION PROJECT HH#2446

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 16th day of March, **2016,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 031016-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 031016-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 031016-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

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

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

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

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

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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ARTICLE 14– TERM: The Contract commences on March 16, 2016 and remains in effect through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: PAYMENT/BILLING: Contractor shall be paid a flat fee of **$8,775.00** for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 031016-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/16/16

MOUNTAIN RETREAT BUILDERS LLC

Signature

Print Name

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

MAR 8 2:25PM

SCOPE OF WORK

Case Number: **HH# 2446**

BID DATE: 3-8-16

CONTRACTOR INFORMATION:

Name: M. R. Builders LLC

Address: 745 E 4th Semple Dr
Globe, Az
85501

Voice: 928-606-4674

email:

Jurisdiction Gila County
Census: 4.5

Phone:

BID TOTAL $: 8,775.00

Contractor Signature

** In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. **

LINE ITEMS - COMPLETE WRITE-UP

general requierments

1 $_____

Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. **Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.**

2 $_____

Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3 $_____

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.
All work to be done in a quality and Professional manner.
All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

Mechanical

4 $ 4,000.00

Install a 2 .5Ton A/C unit to existing furnace

Install new A/C system to the existing furnace, per manufactures instructions. Include 14 Seer Condenser (single phase) and Cased coil, new thermostat, dedicated electrical breakers, installed to code.

1) size the new A/C system to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the design load and your proposed unit size.

2) electrical supply must be a dedicated circut.

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Repair the existing ductwork for best possible efficiency,
1) all joints in return air and supply ducts must be sealed
2) install a filter chamber cover if none currently present

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

5 $ 1,000.00

Seal Ductwork

Remove all defective material and replace with new to to wap standards. of less then 1 Pa. per register using mastic and cloth tape.

6

Remove Evap INSULATE DUCT

Provide and install fiberglass batt or blow in insulation to fill duct completely with no voids. Completely and neatly cover registers and remove cooler jack and patch roof making a air/ water tight seal. Install per PMI and applicable codes.

7 $ 2000.00

REMOVE THE WINDOW COOLER.

Remove the window cooler install insulation and patch the hole with the same type of building material where possible for look retention. (INSIDE AND OUT)

Insulation

8 $ 1,000.00

Fiberglass Insulation for Belly - (R-30) Batt/

Insulation shall be installed with vapor barrier facing conditioned area; insulation shall completely fill area between joists or studs and shall be secured with appropriate mechanical fasteners. Material shall meet ASTM C665-86 or as subsequently amended.

Weatherzation

9 $ 150.00

Weatherstrip Door front/ reduce to 1500 cfm

Install adjustable tubular weatherstripping snugly against door without gaps. Include threshold and sweep and check for smooth operation.

10 $ 125.00

Repair Window

Clean surface replace broken glass and caulk to provide leak-free seal according to Performance Manual guidelines. (in middle bedroom)

11 $ 500.00

Seal cabinet

Remove the water heater and seal the cabinet against air infiltration.

Job Total Cost: $

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
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(928) 425-3231 Ext. 8753

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GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

PROFESSIONAL SERVICES AGREEMENT 020916-1

SOILS TEST FOR SEPTIC SYSTEM AT 5709 S RUSSELL ROAD

PUBLIC WORKS

THIS AGREEMENT, made and entered into this 16th day of March, **2016,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Earthquest Plumbing, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 011216** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 011216** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 011216**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

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

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

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

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

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of **Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI.** The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that

all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for two weeks.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $500.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Professional Services Agreement 020916-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/16/16

EARTHQUEST PLUMBING

Signature

Timothy W. Haas

Print Name

Earthquest Plumbing, Inc. ROC184573

P.O. Box 539
Globe, AZ 85501

Estimate

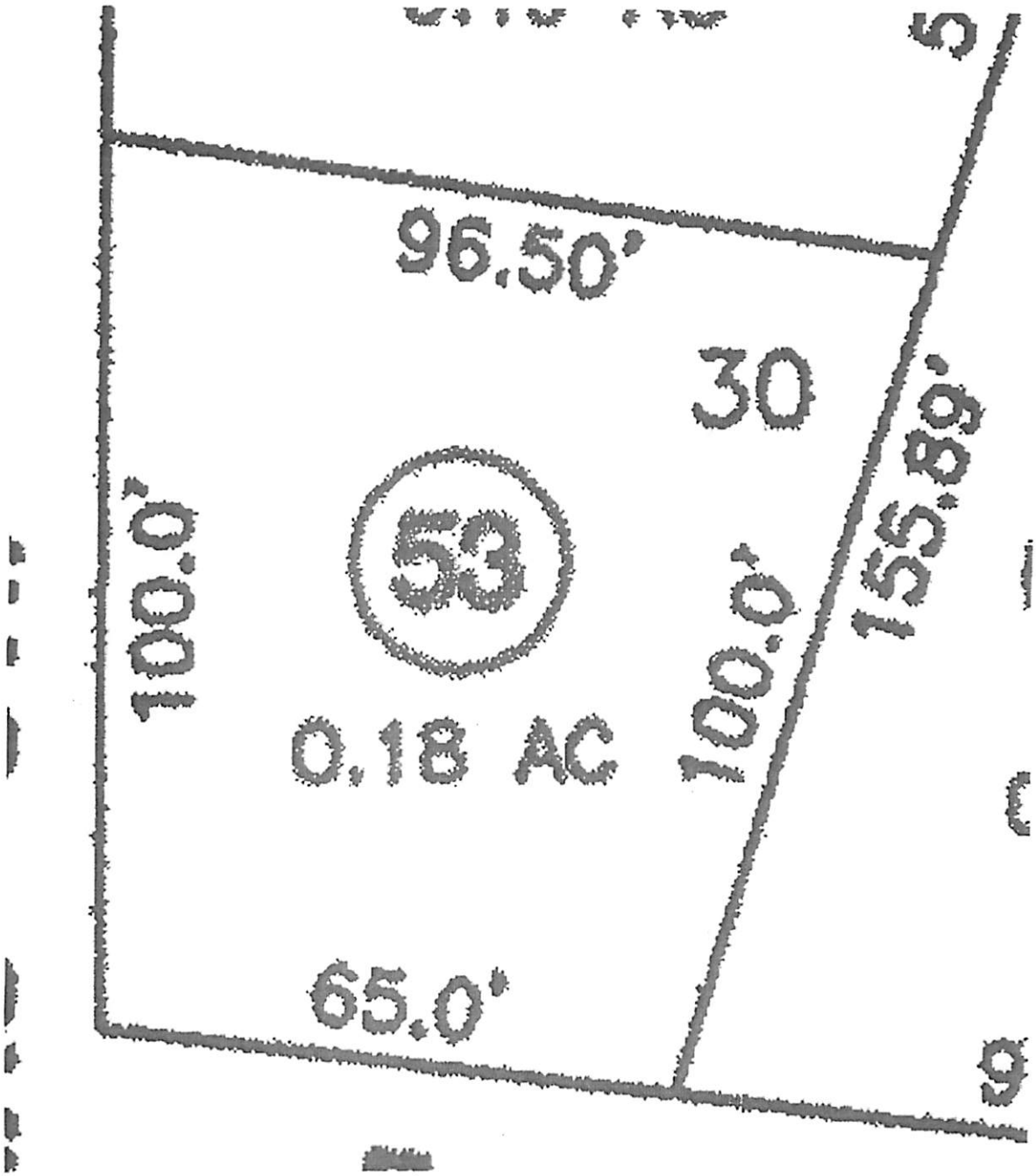
Date	Estimate #
1/24/2016	347

Name / Address
GILA COUNTY FINANCE DEPT. ATTN: ACCOUNTS PAYABLE 1400 E. ASH ST. GLOBE, AZ. 85501

Project

Description	Qty	Cost	Total
Estimate for Parcel # 207-07-053 5709 S Russell rd. "Soils test" is required prior to any design submitted or true estimate. Estimated cost for a standard system installed with a S.A.R. of .04. $7,500 A soils result of .02 will not fit on this property and requires a design of a Alternative design, as well as a limiting condition. A soils test performed will determine if a standard or a Alternative septic system is required. Estimated cost for an Alternative system varys from $20,000-$45,000 depending on soil results. No permit fees included @ this time.	1	500.00	500.00

Subtotal	$500.00
Sales Tax (8.6%)	$0.00
Total	$500.00


96.50'
30
155.89'
100.0'
53
100.0'
0.18 AC
65.0'

AMENDMENT NO. 5 to LEASE AGREEMENT

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

---

GILA COUNTY
AND
PAYSON PLACE LLC

Amendment No. 5 to the Lease Agreement made this 16th day of March, 2016, by and between Payson Place, LLC, an Arizona limited liability company, hereinafter referred to as "Lessor" and Gila County, Arizona, for the benefit of the Gila County Attorney's Office, hereinafter referred to as "Lessee".

RECITALS

WHEREAS, Landlord leased certain Premises to Lessee in Suite 3 on the attached site plan, in Payson Place located at 616 South Beeline Highway, City of Payson, County of Gila, State of Arizona, pursuant to that certain Lease agreement dated September 20, 2011, hereinafter referred to as the "Lease", in which the Premises are more particularly described; and,

WHEREAS, Lessor and Lessee are mutually desirous of amending the terms of the Lease as provided herein below.

NOW, THEREFORE, Lessor and Lessee hereby mutually agree as follows:

1. To renew the lease for a term of six (6) months, beginning on April 1, 2016, and expiring September 30, 2016. The monthly rent for this lease shall be at the existing rental rate of Eight Hundred dollars ($800.00), plus 2.62% ($20.96) privilege tax. (Privilege tax is comprised of a 0.5% tax charged by the State of Arizona and 2.12% tax charged by the Town of Payson), for the term of April 1, 2016 to September 30, 2016.

2. Lessee will pay rent of $4,800.00 plus privilege tax of $125.76 for six (6) months' rent. The Lessor, Payson Place, LLC, 4848 E. Cactus Road, Suite 505, Box 109, Scottsdale, AZ 85254; will send an invoice for the six (6) month period of the term of this lease, as applicable, within thirty (30) days of the due date. In the event this lease is terminated, Lessor will return to Lessee all unexpended prepaid rent.

All other terms and conditions of the Lease Agreement, signed and dated September 20, 2011, unless specifically amended hereby, shall remain in full force and effect through the end of the extended lease term.

TENANT:
Gila County Arizona

Don E. McDaniel, Jr., County Manager

LANDLORD:
Payson Place, LLC

Brent Meszaros, Managing Member

AMENDMENT NO. 5 to LEASE AGREEMENT

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GILA COUNTY
AND
PAYSON PLACE LLC

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GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 011116-2

FIRE SPRINKLER INSPECTIONS, SERVICE AND REPAIR IN COUNTY BUILDINGS FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 16TH day of MARCH, **2016,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Allied Fire Protection, Inc., of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Management** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 011116-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 011116-2** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 011116-2,** the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

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

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

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

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

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that

all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal

measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $2,292.11 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 011116-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/16/16

ALLIED FIRE PROTECTION, INC.

Signature

Mike Schuller

Print Name

ALLIED Fire Protection inc.

Lic. #ROC C-16-169478 Lic. #ROC C-05-169479

2845 N. Norfolk • Mesa, AZ 85215 • 480-830-4163 • Fax: 480-854-1753 • www.alliedfireco.com

Gila County - Jeannie Sgroi
Guerrero Building
1400 E Ash Street
Globe, AZ 85501

Jeannie,

I am pleased to provide you with a quote for the Gila County fire sprinklers for the buildings listed in quote request 011116-2. The Sprinkler System inspections and kitchen ansul systems have been broken down into 4 total visits and listed below with the scope of work.

- Visit 1 - Courthouse, Juvenile Detention Center, Central Heights Complex and Roads / Auto Shop
- Visit 2 - Globe Jail, Public Works Admin Building, Facilities / Sign Shop and Roosevelt Sheriff's Office
- Visit 3 - Globe Jail Kitchen and Fairgrounds Exhibit Hall (Need Kitchen Tech's for this)
- Visit 4 - Payson Admin Building and Pine Road Dept. Building
- Technician hourly rate is $95.00
- Travel rate to Globe $75.00 – Roosevelt $75.00 – Payson or Pine $90.00
- A copy of C-16 license is enclosed

If you have any questions, don't hesitate to call me. Thank you for your request and I look forward to working with you

Sincerly,

Dan

Dan Schwoegler

Allied Fire Co.
(602) 478-5559 or dan@alliedfireco.com

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on Tuesday, February 16, 2016 to, Jeannie Sgroi, jsgroi@gilacountyaz.gov , fax 928-402-4386

"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"

Contractor Name: Allied Fire Protection , Inc.

Contractor Address: 2845 N. Norfolk Mesa, AZ 85215

Contractor Phone #: (480) 830-4163 Email Address: dan@alliedfireco.com

Contractor Signature: Dan Schwegler

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST $ 2062.50 (TAXES INCLUDED)

MATERIAL COST $ 229.61 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO jsgroi@gilacountyaz.gov or call 928-402-8612.

IMPORTANT NOTICE
YOU MUST:

1.) REPORT DISASSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19)]
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 OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) & RULE R-4-9-110]

Allied Fire Protection Inc

Allied Fire Protection Inc
2845 N Norfolk
Mesa, AZ 85215-1139

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH: 11/30/2017
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Allied Fire Protection Inc

CONTRACTORS LICENSE NO. 169478 CLASS C-16
COMMERCIAL
FIRE PROTECTION SYSTEMS

THIS CARD MUST BE PRESENTED UPON DEMAND
JEFF FLEETHAM, DIRECTOR

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JEFF FLEETHAM, DIRECTOR

Lic. #ROC L-16-169478 **Allied Fire Protection, Inc.** Lic. #ROC L-05-169479

2845 N. Norfolk • Mesa, AZ 85215 • 480-830-4163 • Fax: 480-854-1753 • www.alliedfireco.com

Proposal

Date	2/11/2016	Proposal #	16-098

Name / Address	Jobsite Address
Gila County Guerrero Building 1400 E Ash Street Globe, AZ 85501	Courthouse 1400 E Ash St. Globe, AZ 85501

Terms	Sales Rep	Customer Contact	Contact Phone	Customer Fax
Net 20	Dan	David Hom	928-200-1641	

Item	Description	Qty	Cost	Total
211 Annual Sprin...	Annual Sprinkler Service		142.50	142.50
Sprinkler/Flow	SPRINKLER INSPECTION AND FLOW TESTS: Inspect and test wet sprinkler riser systems, all control valves, perform a main drain test, all applicable water flow and tamper switches, and integrity of accessible and visible piping and sprinkler heads and components. Full written report with any corrections necessary for system compliance.			
	Subtotal of above items			142.50
FM Misc. Materia...	Miscellaneous Material Charge includes:Paper Tags, Plastic Tags, Adhesive Tags, Tyvec Tags, 6 Year Labels, Hydrotest labels, Monthly Labels, UL Plastic Tamper Seals, Ansul OEM Tamper Seals, UL Leaded Wire Tamper Seals, Dow Corning Lubricants, Cleaners, Paints, Screws, Bolts, Mounting Hardware, Testing Agents, Smoke Detector Testing Supplies, External Service Collars.		8.00%	11.40T
VDS Globe	Vehicle Dispatch Fee		75.00	75.00

Subtotal	$228.90
Sales Tax (0.00)	$0.00
Total	$228.90

Customer Signature Date

Proposal valid for 90 days from the proposal date.

Lic. #ROC L-16-169478 **Allied Fire Protection, Inc.** Lic. #ROC L-05-169479

2845 N. Norfolk • Mesa, AZ 85215 • 480-830-4163 • Fax: 480-854-1753 • www.alliedfireco.com

Proposal

Date	2/11/2016		Proposal #	16-099

Name / Address	Jobsite Address
Gila County Guerrero Building 1400 E Ash Street Globe, AZ 85501	Juvenile Detention Center 1425 South St Globe, AZ 85501

Terms	Sales Rep	Customer Contact	Contact Phone	Customer Fax
Net 20	Dan	David Hom	928-200-1641	

Item	Description	Qty	Cost	Total
211 Annual Sprin...	Annual Sprinkler Service		142.50	142.50
	Subtotal of above items			142.50
FM Misc. Materia...	Miscellaneous Material Charge includes:Paper Tags, Plastic Tags, Adhesive Tags, Tyvec Tags, 6 Year Labels, Hydrotest labels, Monthly Labels, UL Plastic Tamper Seals, Ansul OEM Tamper Seals, UL Leaded Wire Tamper Seals, Dow Corning Lubricants, Cleaners, Paints, Screws, Bolts, Mounting Hardware, Testing Agents, Smoke Detector Testing Supplies, External Service Collars.		8.00%	11.40T

Subtotal	$153.90
Sales Tax (0.00)	$0.00
Total	$153.90

Customer Signature _____ Date _____

Proposal valid for 90 days from the proposal date.

Lic. #ROC L-16-169478 **Allied Fire Protection, Inc.** Lic. #ROC L-05-169479

2845 N. Norfolk • Mesa, AZ 85215 • 480-830-4163 • Fax: 480-854-1753 • www.alliedfireco.com

Proposal

Date	2/11/2016	Proposal #	16-100

Name / Address	Jobsite Address
Gila County Guerrero Builiding 1400 E Ash Street Globe, AZ 85501	Central Heights Complex 5515 S. Apache Ave. Globe, AZ 85501

Terms	Sales Rep	Customer Contact	Contact Phone	Customer Fax
Net 20	Dan	David Hom	928-200-1641	

Item	Description	Qty	Cost	Total
211 Annual Sprin...	Annual Sprinkler Service	1	142.50	142.50
	Subtotal of above items			142.50
FM Misc. Materia...	Miscellaneous Material Charge includes:Paper Tags, Plastic Tags, Adhesive Tags, Tyvec Tags, 6 Year Labels, Hydrotest labels, Monthly Labels, UL Plastic Tamper Seals, Ansul OEM Tamper Seals, UL Leaded Wire Tamper Seals, Dow Corning Lubricants, Cleaners, Paints, Screws, Bolts, Mounting Hardware, Testing Agents, Smoke Detector Testing Supplies, External Service Collars.		8.00%	11.40T

Subtotal	$153.90
Sales Tax (0.00)	$0.00
Total	$153.90

Customer Signature

Date

Proposal valid for 90 days from the proposal date.

Lic. #ROC L-16-169478 **Allied Fire Protection, Inc.** Lic. #ROC L-05-169479

2845 N. Norfolk • Mesa, AZ 85215 • 480-830-4163 • Fax: 480-854-1753 • www.alliedfireco.com

Proposal

Date	2/11/2016	Proposal #	16-102

Name / Address	Jobsite Address
Gila County Guerrero Builiding 1400 E Ash Street Globe, AZ 85501	Roads / Auto Shop 1001 Besich Blvd. Globe, AZ 85501

Terms	Sales Rep	Customer Contact	Contact Phone	Customer Fax
Net 20	Dan	David Horn	928-200-1641	

Item	Description	Qty	Cost	Total
211 Annual Sprin...	Annual Sprinkler Service	1	142.50	142.50
	Subtotal of above items			142.50
FM Misc. Materia...	Miscellaneous Material Charge includes:Paper Tags, Plastic Tags, Adhesive Tags, Tyvec Tags, 6 Year Labels, Hydrotest labels, Monthly Labels, UL Plastic Tamper Seals, Ansul OEM Tamper Seals, UL Leaded Wire Tamper Seals, Dow Corning Lubricants, Cleaners, Paints, Screws, Bolts, Mounting Hardware, Testing Agents, Smoke Detector Testing Supplies, External Service Collars.		8.00%	11.40T

Subtotal	$153.90
Sales Tax (0.00)	$0.00
Total	$153.90

Customer Signature

Date

Proposal valid for 90 days from the proposal date.

Allied Fire Protection, Inc.

Lic. #ROC L-16-169478 Lic. #ROC L-05-169479

2845 N. Norfolk • Mesa, AZ 85215 • 480-830-4163 • Fax: 480-854-1753 • www.alliedfireco.com

Proposal

Date	2/11/2016

Proposal #	16-103

Name / Address	Jobsite Address
Gila County Guerrero Builiding 1400 E Ash Street Globe, AZ 85501	Globe Jail 1100 South St. Globe, AZ 85501

Terms	Sales Rep	Customer Contact	Contact Phone	Customer Fax
Net 20	Dan	David Hom	928-200-1641	

Item	Description	Qty	Cost	Total
211 Annual Sprin...	Annual Sprinkler Service	1	142.50	142.50
	Subtotal of above items			142.50
FM Misc. Materia...	Miscellaneous Material Charge includes:Paper Tags, Plastic Tags, Adhesive Tags, Tyvec Tags, 6 Year Labels, Hydrotest labels, Monthly Labels, UL Plastic Tamper Seals, Ansul OEM Tamper Seals, UL Leaded Wire Tamper Seals, Dow Corning Lubricants, Cleaners, Paints, Screws, Bolts, Mounting Hardware, Testing Agents, Smoke Detector Testing Supplies, External Service Collars.		8.00%	11.40T
VDS Globe	Vehicle Dispatch Fee		75.00	75.00

Subtotal	$228.90
Sales Tax (0.00)	$0.00
Total	$228.90

Customer Signature

Date

Proposal valid for 90 days from the proposal date.

Lic. #ROC L-16-169478 **Allied Fire Protection, Inc.** Lic. #ROC L-05-169479

2845 N. Norfolk • Mesa, AZ 85215 • 480-830-4163 • Fax: 480-854-1753 • www.alliedfireco.com

Proposal

Date	2/11/2016	Proposal #	16-101

Name / Address	Jobsite Address
Gila County Guerrero Builiding 1400 E Ash Street Globe, AZ 85501	Public Works Admin Building 745 N. Rose Mofford Way Globe, AZ 85501

Terms	Sales Rep	Customer Contact	Contact Phone	Customer Fax
Net 20	Dan	David Hom	928-200-1641	

Item	Description	Qty	Cost	Total
211 Annual Sprin...	Annual Sprinkler Service	1	142.50	142.50
	Subtotal of above items			142.50
FM Misc. Materia...	Miscellaneous Material Charge includes:Paper Tags, Plastic Tags, Adhesive Tags, Tyvec Tags, 6 Year Labels, Hydrotest labels, Monthly Labels, UL Plastic Tamper Seals, Ansul OEM Tamper Seals, UL Leaded Wire Tamper Seals, Dow Corning Lubricants, Cleaners, Paints, Screws, Bolts, Mounting Hardware, Testing Agents, Smoke Detector Testing Supplies, External Service Collars.		8.00%	11.40T

Subtotal	$153.90
Sales Tax (0.00)	$0.00
Total	$153.90

Customer Signature

Date

Proposal valid for 90 days from the proposal date.

Lic. #ROC L-16-169478 **Allied Fire Protection, Inc.** Lic. #ROC L-05-169479

2845 N. Norfolk • Mesa, AZ 85215 • 480-830-4163 • Fax: 480-854-1753 • www.alliedfireco.com

Proposal

Date	2/11/2016		Proposal #	16-104

Name / Address	Jobsite Address
Gila County Guerrero Builiding 1400 E Ash Street Globe, AZ 85501	Facilities / Sign Shop 725 N Rose Mofford Way Globe, AZ 85501

Terms	Sales Rep	Customer Contact	Contact Phone	Customer Fax
Net 20	Dan	David Hom	928-200-1641	

Item	Description	Qty	Cost	Total
211 Annual Sprin...	Annual Sprinkler Service	1	142.50	142.50
	Subtotal of above items			142.50
FM Misc. Materia...	Miscellaneous Material Charge includes:Paper Tags, Plastic Tags, Adhesive Tags, Tyvec Tags, 6 Year Labels, Hydrotest labels, Monthly Labels, UL Plastic Tamper Seals, Ansul OEM Tamper Seals, UL Leaded Wire Tamper Seals, Dow Corning Lubricants, Cleaners, Paints, Screws, Bolts, Mounting Hardware, Testing Agents, Smoke Detector Testing Supplies, External Service Collars.		8.00%	11.40T

Subtotal	$153.90
Sales Tax (0.00)	$0.00
Total	$153.90

Customer Signature

Date

Proposal valid for 90 days from the proposal date.

Lic. #ROC L-16-169478

Allied Fire Protection, Inc.

Lic. #ROC L-05-169479

2845 N. Norfolk • Mesa, AZ 85215 • 480-830-4163 • Fax: 480-854-1753 • www.alliedfireco.com

Proposal

Date	2/11/2016	Proposal #	16-105

Name / Address	Jobsite Address
Gila County Guerrero Builiding 1400 E Ash Street Globe, AZ 85501	Roosevelt Sheriff's Office 28449 N. Hwy 188 Roosevelt, AZ 85545

Terms	Sales Rep	Customer Contact	Contact Phone	Customer Fax
Net 20	Dan	David Horn	928-200-1641	

Item	Description	Qty	Cost	Total
211 Annual Sprin...	Annual Sprinkler Service	1	142.50	142.50
	Subtotal of above items			142.50
FM Misc. Materia...	Miscellaneous Material Charge includes:Paper Tags, Plastic Tags, Adhesive Tags, Tyvec Tags, 6 Year Labels, Hydrotest labels, Monthly Labels, UL Plastic Tamper Seals, Ansul OEM Tamper Seals, UL Leaded Wire Tamper Seals, Dow Corning Lubricants, Cleaners, Paints, Screws, Bolts, Mounting Hardware, Testing Agents, Smoke Detector Testing Supplies, External Service Collars.		8.00%	11.40T

Subtotal	$153.90
Sales Tax (0.00)	$0.00
Total	$153.90

Customer Signature

Date

Proposal valid for 90 days from the proposal date.

Allied Fire Protection, Inc.

Lic. #ROC L-16-169478 Lic. #ROC L-05-169479

2845 N. Norfolk • Mesa, AZ 85215 • 480-830-4163 • Fax: 480-854-1753 • www.alliedfireco.com

Proposal

Date	2/11/2016	Proposal #	16-106

Name / Address	Jobsite Address
Gila County Guerrero Builiding 1400 E Ash Street Globe, AZ 85501	Globe Jail 1100 South St. Globe, AZ 85501

Terms	Sales Rep	Customer Contact	Contact Phone	Customer Fax
Net 20	Dan	David Hom	928-200-1641	

Item	Description	Qty	Cost	Total
207-Semi Annual ... Kitchen System In...	Semi Annual Restaurant System Service KITCHEN SYSTEM TESTING & SERVICE: Perform service on kitchen system including examining piping, releasing devices, wet chemical containers, expellant gas cylinders and replacing fusible links, and verify that agent piping and nozzle are not obstructed.	1	115.00	115.00
439089	Globe 450 degree K Fusible Link	5	11.88	59.40T
	Subtotal of above items			174.40
FM Misc. Materia...	Miscellaneous Material Charge includes:Paper Tags, Plastic Tags, Adhesive Tags, Tyvec Tags, 6 Year Labels, Hydrotest labels, Monthly Labels, UL Plastic Tamper Seals, Ansul OEM Tamper Seals, UL Leaded Wire Tamper Seals, Dow Corning Lubricants, Cleaners, Paints, Screws, Bolts, Mounting Hardware, Testing Agents, Smoke Detector Testing Supplies, External Service Collars.		8.00%	13.95T
VDS Globe	Vehicle Dispatch Fee		75.00	75.00

Subtotal	$263.35
Sales Tax (0.00)	$0.00
Total	$263.35

Customer Signature Date

Proposal valid for 90 days from the proposal date.

Allied Fire Protection, Inc.

Lic. #ROC L-16-169478 Lic. #ROC L-05-169479

2845 N. Norfolk • Mesa, AZ 85215 • 480-830-4163 • Fax: 480-854-1733 • www.alliedfireco.com

Proposal

Date	2/11/2016	Proposal #	16-107

Name / Address	Jobsite Address
Gila County Guerrero Builiding 1400 E Ash Street Globe, AZ 85501	Fairgrounds Exhibit Hall 900 E. Fairgrounds Rd. Globe, AZ 85501

Terms	Sales Rep	Customer Contact	Contact Phone	Customer Fax
Net 20	Dan	David Hom	928-200-1641	

Item	Description	Qty	Cost	Total
207-Semi Annual ...	Semi Annual Restaurant System Service	1	115.00	115.00
G450A	Globe 450 degree A Fusible Link	2	11.88	23.76T
	Subtotal of above items			138.76
FM Misc. Materia...	Miscellaneous Material Charge includes Paper Tags, Plastic Tags, Adhesive Tags, Tyvec Tags, 6 Year Labels, Hydrotest labels, Monthly Labels, UL Plastic Tamper Seals, Ansul OEM Tamper Seals, UL Leaded Wire Tamper Seals, Dow Corning Lubricants, Cleaners, Paints, Screws, Bolts, Mounting Hardware, Testing Agents, Smoke Detector Testing Supplies, External Service Collars.		8.00%	11.10T

Subtotal	$149.86
Sales Tax (0.00)	$0.00
Total	$149.86

Customer Signature _____ Date _____

Proposal valid for 90 days from the proposal date.

Lic. #ROC L-16-169478 **Allied Fire Protection, Inc.** Lic. #ROC L-05-169479

2845 N. Norfolk • Mesa, AZ 85215 • 480-830-4163 • Fax: 480-854-1753 • www.alliedfireco.com

Proposal

Date	2/11/2016	Proposal #	16-108

Name / Address	Jobsite Address
Gila County Guerrero Builiding 1400 E Ash Street Globe, AZ 85501	Payson Admin Building 608 & 610 E. Hwy 260 Payson, AZ 85541

Terms	Sales Rep	Customer Contact	Contact Phone	Customer Fax
Net 20	Dan	David Hom	928-200-1641	

Item	Description	Qty	Cost	Total
323A-Annual Prea...	Annual Preaction Inspection	1	235.00	235.00
Sprinkler/Flow	SPRINKLER INSPECTION AND FLOW TESTS: Inspect and test the dry sprinkler riser systems, all control valves, perform a main drain test, all applicable water flow and tamper switches, and integrity of accessible and visible piping and sprinkler heads and components. Full written report with any corrections necessary for system compliance.			
	Subtotal of above items			235.00
FM Misc. Materia...	Miscellaneous Material Charge includes:Paper Tags, Plastic Tags, Adhesive Tags, Tyvec Tags, 6 Year Labels, Hydrotest labels, Monthly Labels, UL Plastic Tamper Seals, Ansul OEM Tamper Seals, UL Leaded Wire Tamper Seals, Dow Corning Lubricants, Cleaners, Paints, Screws, Bolts, Mounting Hardware, Testing Agents, Smoke Detector Testing Supplies, External Service Collars.		8.00%	18.80T
L500	Service Vehicle Fee to Payson and Pine		90.00	90.00

Subtotal	$343.80
Sales Tax (0.00)	$0.00
Total	$343.80

Customer Signature _____ Date _____

Proposal valid for 90 days from the proposal date.

Allied Fire Protection, Inc.

Lic. #ROC L-16-169478 Lic. #ROC L-05-169479

2845 N. Norfolk • Mesa, AZ 85215 • 480-830-4163 • Fax: 480-854-1753 • www.alliedfireco.com

Proposal

Date	2/11/2016	Proposal #	16-109

Name / Address	Jobsite Address
Gila County Guerrero Building 1400 E Ash Street Globe, AZ 85501	Pine Road Dept. Bldg. 3180 Old County Rd. Pine, AZ 85544

Terms	Sales Rep	Customer Contact	Contact Phone	Customer Fax
Net 20	Dan	David Hom	928-200-1641	

Item	Description	Qty	Cost	Total
211 Annual Sprin...	Annual Sprinkler Service	1	142.50	142.50
	Subtotal of above items			142.50
FM Misc. Materia...	Miscellaneous Material Charge includes:Paper Tags, Plastic Tags, Adhesive Tags, Tyvec Tags, 6 Year Labels, Hydrotest labels, Monthly Labels, UL Plastic Tamper Seals, Ansul OEM Tamper Seals, UL Leaded Wire Tamper Seals, Dow Corning Lubricants, Cleaners, Paints, Screws, Bolts, Mounting Hardware, Testing Agents, Smoke Detector Testing Supplies, External Service Collars.		8.00%	11.40T

Subtotal	$153.90
Sales Tax (0.00)	$0.00
Total	$153.90

Customer Signature

Date

Proposal valid for 90 days from the proposal date.

ARF-3590 **Consent Agenda Item** **4. Q.**

Regular BOS Meeting

Meeting Date: 04/05/2016

Reporting Period: Feb. 22-28, 2016; Feb. 29-Mar. 6, 2016; Mar. 7-13, 2016; Mar. 14-20, 2016; Mar. 21-27, 2016

Submitted By: Marian Sheppard, Clerk of the Board

Information

Subject

Expenditure Reports

Suggested Motion

Approval of finance reports/demands/transfers for the weeks of February 22-28, 2016; February 29-March 6, 2016; March 7-13, 2016; March 14-20, 2016; and, March 21-27, 2016.

Attachments

Mar. 21-27, 2016

Mar. 14-20, 2016

Mar. 7-13, 2016

Feb. 29-Mar. 6, 2016

Feb. 22-28, 2016

Gila County, Arizona

Weekly Expenditure Report
(21 March – 27 March 2016)

Gila County Finance Department

Gila County Finance Department
Weekly Expenditure Report
(21 March - 27 March 2016)

Accounts Payable Expenditures

AP Expenditure Type	Payee/Description		Amount	Comment
Special Check Run		$	-	
Special Check Run		$	-	
Special Check Run		$	-	
Regular Weekly AP Check Run	Various Payees - 105 Checks	$	567,310.99	*Batch Date 3/28/16*
		$	-	
	Gross AP Expenditures:	**$**	**567,310.99**	
Void - Check #		$	-	
Void - Check #		$	-	
Void - Check #		$	-	
	Less Voided Payments:	$	-	
	Net AP Expenditures:	**$**	**567,310.99**	

AP Reference Only	Payee/Description		Amount	Comment
Void #/ Reissue #		$	-	
Void #/ Reissue #		$	-	
Void #/ Reissue #		$	-	

Payroll Expenditures

Payroll Expenditure Type	Payee/Description		Amount	Comment
Regular Payroll	Direct Deposit Payments	$	553,458.52	
Regular Payroll	Paper Checks	$	29,592.82	
Employer Taxes	Social Security and Medicare	$	66,259.27	
Withholdings / Deductions	Employee Withholdings / Deductions	$	325,186.67	
Benefits	Retirement, Health Insurance, etc.	$	301,378.39	
	Sub-total Payroll Expenditures:	**$**	**1,275,875.67**	
Payroll - Hand Issue	Valerie Hereford	$	230.66	*Final Check*
Payroll - Hand Issue		$	-	
Employer Taxes	Social Security and Medicare	$	19.90	
Withholdings / Deductions	Employee Withholdings / Deductions	$	29.26	
Benefits	Retirement, Health Insurance, etc.	$	-	
	Sub-total Hand Issue Payroll Expenditures:	$	279.82	
	Total Payroll Expenditures:	**$**	**1,276,155.49**	

Payroll Reference Only	Payee/Description		Amount	Comment
Void #275818	*JP Morgan ACH*	*$*	*553,458.52*	*Electronic Transaction*

Summary of Expenditures

Net Accounts Payable Expenditures:	$	567,310.99
Total Payroll Expenditures:	$	1,276,155.49
Total Accounts Payable & Payroll Expenditures:	**$**	**1,843,466.48**

Credit Card Charges

Transaction	Merchant		Amount	*Comment*
214 Transactions 21 Mar - 27 Mar 2016	*Various Merchants*	*$*	*21,794.29*	*Payment Due: April 2016*

(28 Mar 2016) AW

Accounts Payable

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 03/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable						
Check	03/28/2016	275847	Accounts Payable	ALLIANT GAS LLC		2,562.70

Invoice	Date	Description	Amount
22819	03/07/2016	ACCT#005941000 HH#1270	180.00
22814	03/04/2016	ACCT#000297700 HH#9845	480.00
22825	03/10/2016	ACCT#000347600 HH#10664	200.00
22821	03/07/2016	ACCT#000688600 HH#8532	500.00
22827	03/11/2016	ACCT#000137900 HH#9188	350.00
031516000414100	03/15/2016	ACCT#000414100	10.87
031516020026100	03/15/2016	ACCT#20026100 BIO	10.87
031516000460000	03/15/2016	ACCT#460000 SO/JAIL	830.96

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/28/2016	275848	Accounts Payable	ALTERNATIVE EQUITIES LLC		1,050.00

Invoice	Date	Description	Amount
22813	03/04/2016	300 W FRONTIER #12 HH#10569	400.00
22594	03/18/2016	300 W FRONTIER #22 FOR APRIL 2016	650.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/28/2016	275849	Accounts Payable	AMERIPRIDE LINEN AND APPAREL SERVICES		50.88

Invoice	Date	Description	Amount
1700539271	03/09/2016	Floor mat service at PW Administration Building	50.88

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/28/2016	275850	Accounts Payable	ARIZONA COUNTIES INSURANCE POOL		2,232.55

Invoice	Date	Description	Amount
2016107	03/03/2016	FEB 2016 SVS	2,232.55

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/28/2016	275851	Accounts Payable	ARIZONA DEPARTMENT OF HEALTH SERVICES		1,835.00

Invoice	Date	Description	Amount
ADHS022016	03/04/2016	Death & Birth Certificates	1,835.00

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/28/2016	275852	Accounts Payable	ARIZONA LOCAL GOVERNMENT EMPLOYEE BENEFIT TRUST		407,696.12

Invoice	Date	Description	Amount
040116	04/01/2016	APRIL MEDICAL/DENTAL/VISION PREMIUMS	407,696.12

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/28/2016	275853	Accounts Payable	ARIZONA PUBLIC SERVICE		10,411.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 03/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	22680		03/07/2016	ACCT#568657587 HH#9212		260.00
	22681		03/07/2016	ACCT#704370284 HH#4832		133.00
	22684		03/07/2016	ACCT#956220283 HH#7267		400.00
	22686		03/07/2016	ACCT#976545288 HH#6295		654.00
	22687		03/08/2016	ACCT#788138286 HH#7958		161.00
	22692		03/10/2016	ACCT#269663280 HH#2910		260.00
	22693		03/10/2016	ACCT#676343286 HH#6067		338.00
	22694		03/11/2016	ACCT#773653282 HH#4259		480.00
	22697		03/11/2016	ACCT#530106282 HH#10248		240.00
	22698		03/11/2016	ACCT#954328286 HH#10118		196.00
	22700		03/14/2016	ACCT#034760289 HH#3130		400.00
	22807		03/03/2016	ACCT#462338285 HH#7829		600.00
	22808		03/03/2016	ACCT#790067286 HH#10651		221.00
	22810		03/04/2016	ACCT#331828285 HH#10189		250.00
	22812		03/04/2016	ACCT#490357288 HH#10653		175.00
	22816		03/07/2016	ACCT#354528287 HH#10226		139.00
	22817		03/07/2016	ACCT#017557284 HH#9006		200.00
	22818		03/07/2016	ACCT#708597285 HH#10655		468.00
	22820		03/07/2016	ACCT#124186282 HH#10270		300.00
	22822		03/07/2016	ACCT#358217286 HH#8532		280.00
	22823		03/10/2016	ACCT#788948282 HH#10663		160.00
	22826		03/10/2016	ACCT#414264288 HH#10664		100.00
	22828		03/07/2016	ACCT#698467285 HH#3246		590.00
	22830		03/14/2016	ACCT#836158287 HH#9254		372.00
	22832		03/14/2016	ACCT#770968283 HH#8802		226.00
	22833		03/14/2016	ACCT#447694284 HH#3220		400.00
	22834		03/14/2016	ACCT#878774287 HH#4050		335.00
	23368		02/04/2016	ACCTt#388368280 HH#10573		440.00
	23478		03/01/2016	ACCT#636068282 HH#9611		250.00
	23485		03/02/2016	ACCT#783008285 HH#9772		363.00
	22691		03/10/2016	ACCT#542787282 HH#2910		620.00
	22702		06/16/2016	ACCT#495531284 HH#2790		400.00
Check	03/28/2016	275854	Accounts Payable	ARIZONA PUBLIC SERVICE		3,746.79

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount	
	031416648862289		03/14/2016	648862289 APACHE HILLS LANE SLID	253.60	
	031516972826287		03/15/2016	972826287 CLAYPOOL LOWER SLID MIAMI	1,875.04	
	031516792826287		03/15/2016	492826287 MIDLAND CITY CENTRAL HEIGHTS SLID	1,304.16	
	031516046612380		03/15/2016	046613280 CENTRAL HEIGHTS SLID	108.00	
	031716344262282		03/17/2016	344262282 CARETAKER TRAILER, STAR VALLEY YARD	205.99	
Check	03/28/2016	275855	Accounts Payable	ARIZONA STATE PRISON GLOBE		508.00
	Invoice		Date	Description	Amount	
	B1910720160303		03/08/2016	Facilities Mgmt/Inmate Labor	228.00	
	B10910820160303		03/03/2016	Landfill Inmante Labor.	115.00	
	B1910920160303		03/03/2016	Roads Dept/Inmate Labor	165.00	
Check	03/28/2016	275856	Accounts Payable	ARIZONA WATER COMPANY		328.06
	Invoice		Date	Description	Amount	
	0315160912008155		03/18/2016	SEARCH & RESCUE 1992 HWY 88	66.04	
	0321160912403730		03/21/2016	ACCT#091-24-03730-2 APACHE AVE COMPLEX	232.11	
	0318160912403731		03/18/2016	ACCT#091-24-03731-1 APACHE AVE SPRINKLERS	29.91	
Check	03/28/2016	275857	Accounts Payable	BERNAYS , MICHAEL B		7,673.00
	Invoice		Date	Description	Amount	
	2016-04		03/22/2016	Legal Services fro Indigent Citizens	7,673.00	
Check	03/28/2016	275858	Accounts Payable	BOB BARKER COMPANY INC		375.81
	Invoice		Date	Description	Amount	
	UT1000377335		03/10/2016	Shirts for Detention	142.00	
	UT1000377108		03/08/2016	Supplies for Detention	233.81	
Check	03/28/2016	275859	Accounts Payable	BUTLER , TEDDY G		600.00
	Invoice		Date	Description	Amount	
	23490		03/02/2016	Eviction Prevention 1213 Crestwood #6010	600.00	
Check	03/28/2016	275860	Accounts Payable	BYRUM , SUSAN		950.60
	Invoice		Date	Description	Amount	
	03172016		03/17/2016	Sopeland CR2014-104 Evidentiary Hearing	200.60	
	03172016Diem		03/17/2016	Per Diem 0317-0318	750.00	

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/28/2016	275861	Accounts Payable	CABLE ONE		709.30

Invoice	Date	Description	Amount
031616-105617260	03/16/2016	Acct. No. 105617260	237.14
031616-105921514	03/16/2016	Acct. No. 105921514	314.62
031616-105559728	03/16/2016	Acct. No. 105559728	157.54

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/28/2016	275862	Accounts Payable	CANYON STATE WIRELESS		793.54

Invoice	Date	Description	Amount
1250867	09/10/2015	New Base Radio for Control Station at the Jail	793.54

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/28/2016	275863	Accounts Payable	CARDINAL HEALTH		889.83

Invoice	Date	Description	Amount
1951194	03/09/2016	Azithromycin	7.91
1951191	03/09/2016	Tubersol	440.96
1988891	03/22/2016	Tubersol fpr Payson	440.96

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/28/2016	275864	Accounts Payable	CENTURYLINK		3,032.21

Invoice	Date	Description	Amount
9284258520022816	02/28/2016	SERV FOR 928 425 8520 455B	71.23
9284740614022816	02/28/2016	SERV FOR 928 474 0614 480B	177.23
9284258286022816	02/28/2016	Serv For 928-425-8286	53.45
9284253264022816	02/28/2016	SERV FOR 928 425 3264 478B	98.66
9284258701022816	02/28/2016	SERV FOR 9284258701685B	35.03
9284253952022816	02/28/2016	SERV FOR 928 425 3952 305B	69.51
9284253273030116	03/01/2016	SERV FOR J 928 425 3273 454M	98.60
9284253274030116	03/01/2016	SERV FOR 928 425 6274 910M	98.60
9284253023030116	03/01/2016	SERV FOR J 928 425 3023 934M	100.84
9284250161030116	03/01/2016	SERV FOR 928 425 0161 720M	183.35
9284253352030116	03/01/2016	SERV FOR J 928 425 3352 483M	278.84
9284250037030116	03/01/2016	Serv For 928-425-0037	372.08
9284250194030116	03/01/2016	SERV FOR 928 425 0194 322M	214.46
9284740078030116	03/01/2016	Serv For 928-474-0078	476.40
9284257470022816	02/28/2016	SERV FOR 928 425 7470 344B	39.39
5203566214030116	03/01/2016	SERV FOR 5203566214	33.93
9284250023030116	03/01/2016	Serv for 928-425-0023	382.36

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	9284740295030116		03/01/2016	SERV FOR 928-474-0295	211.38	
	9284259274022816		02/28/2016	SERV FOR 928 425 9274 705B	36.87	
Check	03/28/2016	275865	Accounts Payable	CHOLLA MANAGEMENT LLC		400.00
	Invoice		Date	Description	Amount	
	22682		03/07/2016	Rent Eviction Prevention 541 W. Hackney $29 HH# 4832	400.00	
Check	03/28/2016	275866	Accounts Payable	COBRE VILLAGE APARTMENTS DBA GLOBE FAMILY ASSOC.		657.00
	Invoice		Date	Description	Amount	
	22679		03/04/2016	Move In Dep #40 HH# 5668	357.00	
	23469		02/16/2016	Move In Rent #24 HH# 3147	300.00	
Check	03/28/2016	275867	Accounts Payable	COPPER STATE SANITATION		753.30
	Invoice		Date	Description	Amount	
	426164		03/22/2016	Trash Collection for CourtHouse	184.15	
	426165		03/22/2016	Sanitation Collection Public Works	225.00	
	426163		03/22/2016	Sanitation Collection Public Works	160.00	
	426162		03/22/2016	Sanitation Collection for Detention	184.15	
Check	03/28/2016	275868	Accounts Payable	CREDIT CARD REVOLVING FUND		25,314.33
	Invoice		Date	Description	Amount	
	02012016DESCHAAF		02/01/2016	Jan CHrgs Feb Stmnt Tina Deschaff	163.81	
	02012016MEASELES		02/01/2016	Jan Chrgs Feb Stmnt Roilene	14,174.22	
	02022016BENEDETT		02/02/2016	Jan CHrgs Feb Stmnt Malinda Benedetto	5,411.05	
	03012016BENEDETT		03/01/2016	Feb Chrgs March Stmnt Malinda Benedetto	3,819.45	
	02012016CASTANED		02/01/2016	Jan CHrgs Feb Stmnt Cyndi CAStaneda	899.58	
	11022015HERNAND		11/02/2015	Oct Chrgs Nov Stmnt R Hernandez	198.14	
	11022015COTNEY		11/02/2015	Oct Chrgs Nov Stmnt B Cotney	648.08	
Check	03/28/2016	275869	Accounts Payable	DE LOS REYES , MARK		141.00
	Invoice		Date	Description	Amount	
	03162016		03/16/2016	Reimbursement for Fuel	16.00	
	040816		01/06/2016	Travel Cash Advance 040316-040816	125.00	
Check	03/28/2016	275870	Accounts Payable	DELL MARKETING LP		7,166.41
	Invoice		Date	Description	Amount	

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	XJWR5TCT3		03/04/2016	Latitude E6540	2,751.67	
	XJWR5TFP1		03/04/2016	Dell Latitude E6540	2,751.67	
	XJWR5TD76		03/04/2016	Dell Latitude E6540	1,663.07	
Check	03/28/2016	275871	Accounts Payable	DJ'S COMPANIES INC		157.76
	Invoice		Date	Description	Amount	
	16-588		02/01/2016	Portable Toilet/Russell Gulch Landfill	157.76	
Check	03/28/2016	275872	Accounts Payable	DOOLY , LARRY A		125.00
	Invoice		Date	Description	Amount	
	031116		03/11/2016	Travel REimbursement 030716-031116	125.00	
Check	03/28/2016	275873	Accounts Payable	DUKE DEVELOPMENT AND BUILDERS LLC		399.00
	Invoice		Date	Description	Amount	
	23171		03/18/2016	Rent for April 2016	399.00	
Check	03/28/2016	275874	Accounts Payable	DURHAM , MICHAEL		650.00
	Invoice		Date	Description	Amount	
	03172016		03/17/2016	Medical Consulting Services	650.00	
Check	03/28/2016	275875	Accounts Payable	EARTH MOVER TIRE SALES INC		39.95
	Invoice		Date	Description	Amount	
	29013		03/09/2016	Wheel Alignments	39.95	
Check	03/28/2016	275876	Accounts Payable	EARTHQUEST PLUMBING INC		480.00
	Invoice		Date	Description	Amount	
	1374		03/13/2016	Backflow Assemblies	480.00	
Check	03/28/2016	275877	Accounts Payable	EMPIRE MACHINERY COMPANY		583.47
	Invoice		Date	Description	Amount	
	EMPS3835823		03/24/2016	H-15 drive line Russell Gulch Landfill Equip	583.47	
Check	03/28/2016	275878	Accounts Payable	FARNHAM , GLEN S		3.00
	Invoice		Date	Description	Amount	
	03162016		03/16/2016	Reimbursement for Hood Switch	3.00	

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Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/28/2016	275879	Accounts Payable	FEDEX		21.30
	Invoice		Date	Description		Amount
	5-354-10506		03/17/2016	Shipping Through 03172016		21.30
Check	03/28/2016	275880	Accounts Payable	FERGASON , JARED		125.00
	Invoice		Date	Description		Amount
	040816		01/06/2016	Travel Cash Advance 040316-040816		125.00
Check	03/28/2016	275881	Accounts Payable	GARRETT , JOHN C		148.73
	Invoice		Date	Description		Amount
	02052016		02/05/2016	Travel Reimbursement 020216-020516		148.73
Check	03/28/2016	275882	Accounts Payable	GILA COUNTY TREASURER		4,229.23
	Invoice		Date	Description		Amount
	03182016		03/18/2016	Payment for Jurors		4,229.23
Check	03/28/2016	275883	Accounts Payable	GILA COUNTY TREASURER		4,096.25
	Invoice		Date	Description		Amount
	03232016		03/23/2016	Reimbursement for Jurors		4,096.25
Check	03/28/2016	275884	Accounts Payable	GLOBE REGIONAL JUSTICE COURT		1,144.74
	Invoice		Date	Description		Amount
	03042016		03/04/2016	Reimbursement of Bank Fees		1,144.74
Check	03/28/2016	275885	Accounts Payable	GRICE , ROSE MARY		80.00
	Invoice		Date	Description		Amount
	03212016		03/21/2016	CR2016095-CR2016096 Apocaca		80.00
Check	03/28/2016	275886	Accounts Payable	HELLSGATE FIRE DEPARTMENT		144.00
	Invoice		Date	Description		Amount
	03032016		03/03/2016	Refund of Private Stock Vaccine		144.00
Check	03/28/2016	275887	Accounts Payable	HILLERY , NYRA		136.37
	Invoice		Date	Description		Amount
	03152016		03/15/2016	Reimbursement for Gas		136.37
Check	03/28/2016	275888	Accounts Payable	HORIZON HUMAN SERVICES		315.00

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Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	03152016		03/15/2016	Table @ Domestic Violence Hats Off Brunch		315.00
Check	03/28/2016	275889	Accounts Payable	HORN , PAULA M		86.19
	Invoice		Date	Description		Amount
	03092016		03/09/2016	Travel Reimbursement 030916		86.19
Check	03/28/2016	275890	Accounts Payable	KENZ AND LESLIE OF ARIZONA INC		312.31
	Invoice		Date	Description		Amount
	2034856		03/03/2016	Stock Items		291.05
	2034854		03/03/2016	Penetrating Oil		21.26
Check	03/28/2016	275891	Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A. INC		262.35
	Invoice		Date	Description		Amount
	238693960		03/11/2016	BizHub C454e Globe Health/Color/Quarterly		28.50
	238749355		03/17/2016	BizHub 364e Globe Jail/Booking/B&W/Annual		206.90
	237791781		01/11/2016	BizHub C454e Globe Health/Color/Quarterly		26.95
Check	03/28/2016	275892	Accounts Payable	KS STATEBANK		264.94
	Invoice		Date	Description		Amount
	Pyt19-3347311		03/14/2016	BizHub C554e Globe Sheriff's Admin/Records Office		264.94
Check	03/28/2016	275893	Accounts Payable	KS STATEBANK		108.05
	Invoice		Date	Description		Amount
	Pyt6-3348901		03/14/2016	BizHub C224e Copier-Probation/Detention		108.05
Check	03/28/2016	275894	Accounts Payable	KWIK KOOL REFRIGERATION		880.04
	Invoice		Date	Description		Amount
	5774		03/08/2016	Detention - REplace Assembly		880.04
Check	03/28/2016	275895	Accounts Payable	LABCORP OF AMERICA HOLDINGS		170.18
	Invoice		Date	Description		Amount
	51217789		03/14/2016	Lab Draw 020416- Id# JIGR082980		170.18
Check	03/28/2016	275896	Accounts Payable	LANGUAGE LINE SERVICES, INC.		77.60
	Invoice		Date	Description		Amount

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Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	3783140		02/29/2016	Over Phone Interpretation	77.60	
Check	03/28/2016	275897	Accounts Payable	LAW OFFICE OF HARRIETTE P LEVITT		500.00
	Invoice		Date	Description	Amount	
	2016-4		03/18/2016	SV2015-00012 Ahlman	500.00	
Check	03/28/2016	275898	Accounts Payable	LAW OFFICE OF JOHN S.PERLMAN LLC		862.50
	Invoice		Date	Description	Amount	
	2016-398		03/21/2016	Attorney for the Public Fiduciary	862.50	
Check	03/28/2016	275899	Accounts Payable	LIN CUM INC		4,225.76
	Invoice		Date	Description	Amount	
	21602015R		02/16/2016	Clerk of Superior Court Document Conversion	4,225.76	
Check	03/28/2016	275900	Accounts Payable	MACKS AUTO SUPPLY		605.53
	Invoice		Date	Description	Amount	
	03042016		03/04/2016	c-39 catalytic convertor	605.53	
Check	03/28/2016	275901	Accounts Payable	MARCH OF DIMES		250.00
	Invoice		Date	Description	Amount	
	03042016		03/04/2016	District 2 Donation March for Babies	250.00	
Check	03/28/2016	275902	Accounts Payable	MCI COMM SERVICE		33.59
	Invoice		Date	Description	Amount	
	031116-6P925443		03/11/2016	Phones in Young 9284683303	33.59	
Check	03/28/2016	275903	Accounts Payable	MCKESSON MEDICAL SURGICAL INC		15.78
	Invoice		Date	Description	Amount	
	68058458		11/13/2015	Prepe Wipes	15.78	
Check	03/28/2016	275904	Accounts Payable	MERCK SHARP & DOHME CORP		6,865.81
	Invoice		Date	Description	Amount	
	7008524695		03/09/2016	ProQuad	3,526.75	
	7008530027		03/11/2016	MMR + Varivax	3,339.06	
Check	03/28/2016	275905	Accounts Payable	MESSINGER PAYSON FUNERAL HOME		970.00
	Invoice		Date	Description	Amount	

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Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	PF5355		03/17/2016	Indigent Buria; S. Parish		410.00
	PF5356		03/17/2016	Vertern Indigent Burial G. Lidster		560.00
Check	03/28/2016	275906	Accounts Payable	MOUNTAIN RETREAT BUILDERS LLC		10,387.50
	Invoice		Date	Description		Amount
	032216-HH#9375		03/22/2016	Weatherization Project HH#9375 50% Draw		6,000.00
	032316-HH#2446		03/23/2016	Weatherization Project HH#2446 50% Draw		4,387.50
Check	03/28/2016	275907	Accounts Payable	MTE COMMUNICATIONS		153.92
	Invoice		Date	Description		Amount
	030116-013770		03/20/2016	Acct. No. 013770 PW		153.92
Check	03/28/2016	275908	Accounts Payable	MULTITECH		45.00
	Invoice		Date	Description		Amount
	213942		03/01/2016	ALARM MONITORING FOR EVIDENCE AREA 1315 SOUTH STREET		45.00
Check	03/28/2016	275909	Accounts Payable	NAN MC KAY AND ASSOCIATES INC		60.00
	Invoice		Date	Description		Amount
	INV210264		02/29/2016	Go Section 8 Rent Report		60.00
Check	03/28/2016	275910	Accounts Payable	NATIONAL LOCKSMITHING INSTITUTE LLC		995.00
	Invoice		Date	Description		Amount
	2011733		03/06/2016	Certified Locksmith Training 5 Day Seminar Casa Grande AZ 3/2016		995.00
Check	03/28/2016	275911	Accounts Payable	OASIS PRINTING		65.16
	Invoice		Date	Description		Amount
	5106		03/10/2016	Flyers for Everbridge ALert Systems		65.16
Check	03/28/2016	275912	Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST PA		178.50
	Invoice		Date	Description		Amount
	158506982		03/09/2016	Physcial for G. Lagunas		178.50
Check	03/28/2016	275913	Accounts Payable	OFFICE DEPOT		191.87
	Invoice		Date	Description		Amount
	827976169001		03/07/2016	Finance Department Office Supplies-Blanket Order		58.89

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Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	827792524001		03/04/2016	Index Cards for Elections		86.79
	827792614001		03/04/2016	Cable Ties for elections		11.85
	82792615001		03/04/2016	Index Cards for Elections		34.34
Check	03/28/2016	275914	Accounts Payable	PALO VERDE BEHAVORIAL HEALTH		1,260.00
	Invoice		Date	Description		Amount
	10038850011S2C85		01/15/2016	PAT#10038850011S2C8507 MED REC#000002872 STARK		1,260.00
Check	03/28/2016	275915	Accounts Payable	PAYSON UNIFIED SCHOOL		500.00
	Invoice		Date	Description		Amount
	L5		03/02/2016	GEST RENT MARCH 2016		500.00
Check	03/28/2016	275916	Accounts Payable	PAYSON WATER COMPANY INC		157.00
	Invoice		Date	Description		Amount
	22829		03/14/2016	ACCT#51466 HH#9254		157.00
Check	03/28/2016	275917	Accounts Payable	PAYSON WATER DEPT		190.00
	Invoice		Date	Description		Amount
	22824		03/10/2016	ACCT#00120780 HH#10664		40.00
	22831		03/14/2016	ACCT#00002280 HH#8802		150.00
Check	03/28/2016	275918	Accounts Payable	PHOENIX TIRE INC		965.33
	Invoice		Date	Description		Amount
	322919		01/26/2016	Timber Fleet passenger tires		965.33
Check	03/28/2016	275919	Accounts Payable	PIMA COUNTY		4,600.00
	Invoice		Date	Description		Amount
	16-4955		03/03/2016	CUST#CC00001015 JAN AUTOPSY REPORTS		4,600.00
Check	03/28/2016	275920	Accounts Payable	PINAL MOUNTAIN APTS		200.00
	Invoice		Date	Description		Amount
	23497		03/03/2016	RENT DEPOSIT @ #201A HH#10650		200.00
Check	03/28/2016	275921	Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC		368.72
	Invoice		Date	Description		Amount
	9704751-MR16		03/13/2016	ACCT#9704751 PAYSON JUSTICE COURT		368.72

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Bank Account: JP Morgan AP - JP Morgan Accounts Payable
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/28/2016	275922	Accounts Payable	PRINTING BY GEORGE		413.96
	Invoice		Date	Description		Amount
	P6103		03/18/2016	FORM NOCD 0313 2/11/16		413.96
Check	03/28/2016	275923	Accounts Payable	R&H BOULDER & GRANITE LLC		235.00
	Invoice		Date	Description		Amount
	22815		03/07/2016	SPC #04 HH#10226		235.00
Check	03/28/2016	275924	Accounts Payable	RIPPLE , DENICE		4,202.80
	Invoice		Date	Description		Amount
	173		03/18/2016	GRAND JURY 3/2/16 VERDUGO, AMON APPEAL		4,202.80
Check	03/28/2016	275925	Accounts Payable	ROAD MACHINERY LLC		826.15
	Invoice		Date	Description		Amount
	PS0135427-1		03/07/2016	k-5 hammer tip		826.15
Check	03/28/2016	275926	Accounts Payable	ROCKY MOUNTAIN DISTRIBUTING		1,670.41
	Invoice		Date	Description		Amount
	746207-8-9		03/09/2016	Fleet electrical supplies		1,670.41
Check	03/28/2016	275927	Accounts Payable	RODRIGUEZ CONSTRUCTIONS INC		2,416.96
	Invoice		Date	Description		Amount
	3371		03/23/2016	Weatherization Project No. HH#8128		2,416.96
Check	03/28/2016	275928	Accounts Payable	RUTHERFORD , NANCY KAY		63.24
	Invoice		Date	Description		Amount
	022516RUTHERFORD		02/25/2016	EE NANCY RUTHERFORD JAN/FEB TRAVELREIMIBURSEMENT		18.36
	031416RUTHERFORD		03/14/2016	EE NANCY RUTHERFORD JAN/FEB/MAR TRAVEL REIMBURSEMENT		44.88
Check	03/28/2016	275929	Accounts Payable	SAN CARLOS IRRIGATION PROJECT		204.00
	Invoice		Date	Description		Amount
	22689		03/08/2016	ACCT#106915 HH#10169		204.00
Check	03/28/2016	275930	Accounts Payable	SANOFI PASTEAUR INC		889.35
	Invoice		Date	Description		Amount
	905969141		03/09/2016	Sanofi vaccines for Private Stock Vaccine program		889.35

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Batch Date: 03/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/28/2016	275931	Accounts Payable	SERVICE PLUS INC		180.00
	Invoice		Date	Description		Amount
	44130		03/08/2016	Sheriff's Office Appliance Service and Repair		180.00
Check	03/28/2016	275932	Accounts Payable	SHADY HAVEN INC		200.00
	Invoice		Date	Description		Amount
	22809		03/04/2016	141 W HAUGHT RD #2 HH#10652		200.00
Check	03/28/2016	275933	Accounts Payable	SHAW , JEAN TURNEY		455.00
	Invoice		Date	Description		Amount
	2262016		02/26/2016	Family Planning Consulting Services		280.00
	31816		03/18/2016	Family Planning Consulting Services		175.00
Check	03/28/2016	275934	Accounts Payable	SMITH MEDICAL PARTNERS LLC		146.18
	Invoice		Date	Description		Amount
	9005227540		03/08/2016	ETHANBUTOL-($1.37) CREDIT ACCOUNT STATEMENT		35.28
	9005235004		03/09/2016	PYRAZINAMIDE		110.90
Check	03/28/2016	275935	Accounts Payable	SOUTHWEST GAS		898.07
	Invoice		Date	Description		Amount
	0318164611017490		03/18/2016	SERV FOR ACCT#461-1017490-002		692.99
	0318164641017486		03/18/2016	SERV FOR ACCT#461-1017486-002		154.24
	0318164611017503		03/18/2016	SERV FOR ACCT#461-1017503-002		50.84
Check	03/28/2016	275936	Accounts Payable	SOUTHWEST GAS		1,076.53
	Invoice		Date	Description		Amount
	22683		03/07/2016	ACCT#4610106182033 HH#4832		270.00
	22688		03/08/2016	ACCT#4611018239002 HH#10169		247.53
	22695		03/11/2016	ACCT#4610026087023 HH#4259		30.00
	22696		03/11/2016	ACCT#4611015621006 HH#10248		240.00
	22699		03/11/2016	ACCT#4610050828054 HH#10118		123.00
	22701		03/14/2016	ACCT#4610004197023 HH#3130		166.00
Check	03/28/2016	275937	Accounts Payable	SPILLMAN TECHNOLOGIES, INC		14,596.00
	Invoice		Date	Description		Amount
	32180		03/04/2016	QUARTERLY MAINTENANCE ON OUR MODULES SHERIFF'S OFFICE		14,596.00

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Batch Date: 03/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/28/2016	275938	Accounts Payable	SPOK INC		15.36
	Invoice		Date	Description		Amount
	Z3774311C		03/17/2016	ACCT#3774311-9		15.36
Check	03/28/2016	275939	Accounts Payable	STAR VALE LEISURE LIVING INC		432.00
	Invoice		Date	Description		Amount
	22566		03/18/2016	16 N STAR VALLEY DR #27 FOR APRIL 2016		432.00
Check	03/28/2016	275940	Accounts Payable	STAR VALLEY PROPERTIES LLC		284.00
	Invoice		Date	Description		Amount
	22811		03/04/2016	SPACE C-13 HH#10653		284.00
Check	03/28/2016	275941	Accounts Payable	STONE , BARBARA		464.16
	Invoice		Date	Description		Amount
	032116		03/21/2016	HIV Care & Service		334.56
	032216		03/22/2016	HIV Care & Service		129.60
Check	03/28/2016	275942	Accounts Payable	TANNER , CAROL		189.72
	Invoice		Date	Description		Amount
	030216TANNERC		03/02/2016	EE CAROL TURNER FEB TRAVEL REIMBURSEMENT		189.72
Check	03/28/2016	275943	Accounts Payable	TDS TELECOMM		353.66
	Invoice		Date	Description		Amount
	0313169284672516		03/13/2016	SERV FOR - ACCT#928-467-2516		76.58
	0313169284792400		03/13/2016	SERV FOR 928-479-2400 TB FAX LINE		44.40
	0313169284672515		03/13/2016	SERV FOR ACCT#928-467-2515		123.93
	0313169284672309		03/13/2016	SERV FOR ACCT#928-467-2309		38.65
	0313169284672156		03/13/2016	SERV FOR ACCT#928-467-2155		36.64
	0313169284792896		03/13/2016	SERV FOR - ACCT#928-479-2896		33.46
Check	03/28/2016	275944	Accounts Payable	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS		27.25
	Invoice		Date	Description		Amount
	3012016		03/09/2016	ACCT#563477 FEB 2016		27.25
Check	03/28/2016	275945	Accounts Payable	TRAVIS WILLIAMS		67.58
	Invoice		Date	Description		Amount

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Batch Date: 03/28/2016

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	021816WILLIAMST		02/18/2016	TRAVIS WILLIAMS FEB TRAVEL REIMBURSEMENT	67.58	
Check	03/28/2016	275946	Accounts Payable	TYCO INTEGRATED SECURITY		141.28
	Invoice		Date	Description	Amount	
	26136044		03/05/2016	ACCT#01300 189044682 4/1/16-6/30/16	141.28	
Check	03/28/2016	275947	Accounts Payable	US IMAGING		197.80
	Invoice		Date	Description	Amount	
	8324		03/08/2016	Recorders Office Imaging	197.80	
Check	03/28/2016	275948	Accounts Payable	US POSTAL SERVICE POSTAGE BY PHONE		2,404.00
	Invoice		Date	Description	Amount	
	030416		03/04/2016	ACCT# 34504969	2,404.00	
Check	03/28/2016	275949	Accounts Payable	WEST PAYMENT CENTER		4,575.67
	Invoice		Date	Description	Amount	
	833647857		03/04/2016	Legal books, pamphlets, and updates	2,195.39	
	833634444		03/04/2016	AZ Revised Statute	282.39	
	833565502		03/01/2016	ACCT#1000610674 FEB2016	1,721.26	
	833673226		03/04/2016	ACCT#1004017146 2/5/16-3/4/16	95.32	
	833555720		03/01/2016	ACCT#1000315265 FEB 2016	281.31	
Check	03/28/2016	275950	Accounts Payable	WISDOM , EDWARD E		100.00
	Invoice		Date	Description	Amount	
	031516WISDOME		03/15/2016	EE EDWARD WISDOM CDL PHYUSICAL REIMBURSEMENT	100.00	
Check	03/28/2016	275951	Accounts Payable	RAMOS , DAMIEN		20.00
	Invoice		Date	Description	Amount	
	2016-00002177		03/23/2016	BIRTH CERTIFICATE REFUND	20.00	
JP Morgan AP JP Morgan Accounts Payable Totals:				Transactions: 105		$567,310.99

Checks: 105 $567,310.99

3-28-16

Payroll

GILA COUNTY AZ

DJ 3/23/16

Pay Day Register Report

Pay Date Range 03/07/16 - 03/20/16
Pay Batch 220166

Pay Batch 220166 Total
Employees in Pay Batch 578
Female Employees in Pay Batch 319

Hours Description	Hours	Gross
ADMINL - Admin Leave	192.0000	3,359.74
CALL - Call Out Pay	7.0000	128.24
CALLOW - Clothing Allowance	.0000	2,434.94
CASE PREP - Case Preparation	.0000	50.00
COMP PAYOUT - Comp Time	54.5000	812.62
DF - Bereavement	40.0000	575.00
ECOMP - Earned Comp Time	59.5000	.00
ECOMP 1.5 - Earned Comp Time	364.6500	.00
ESCK - Earned Sick Time	1,630.4750	.00
EVAC - Earned Vacation	2,321.7520	.00
HALLOW - Housing Allowing	.0000	750.00
JPT - Judge Pro Temp Pay	.0000	180.12
JUDG PRO TEMP - Temporary	102.0000	6,216.92
LWP - Leave w/o Pay	40.0000	.00
MILITARY W/O PAY - MILITARY	80.0000	.00
PREM - Premium - Overtime Pay	444.5000	12,583.56
REG - Regular - Hourly	36,462.8000	714,040.16
REG PT - Part-time - hourly	562.8000	8,298.59
SAL - Salary	.0000	45,592.41
TEMP - Temporary	672.5000	8,778.96
TOOL - Tool allowance	.0000	1,625.00
UCOMP - Used Comp Time	271.0500	5,014.10
USCKH - Used Sick - Hourly	1,870.3430	37,285.69
USED ETO - Used Earned Time	27.0000	488.17
UVACH - Used Vacation - Hourly	2,543.6570	52,301.21
VAC PAYOUT - Vacation Payout	347.6200	7,722.58
VLT - Vehicle License Tax	.0000	2,455.33
Total	48,094.1470	$908,238.01

Withholdings and Deductions		Gross Base
Gross	908,238.01	
Federal	75,579.40	765,193.98
FICA	53,700.44	866,132.82
Medicare	12,558.83	866,132.82
State Tax	24,685.25	765,193.98
Buyback - AZ State Ret	1,119.95	.00
Def Comp Pre-Tax - National	2,100.50	.00
Def Comp Pre-Tax - Security Bft	1,937.85	.00
Def Comp Pre-Tax- Met Life	240.00	.00
Def Comp Pre-Tax-Waddell	1,412.50	.00
Dental PPO	1,446.00	.00
Dental Premium	1,374.10	.00
Dues - Northern AZ Law Enf	240.00	.00
FSA-Full	914.46	.00
Garn - Chd Supp Clearinghouse	3,118.89	.00
Garn - Thunderbird Collection	338.36	.00
Garn - US Dept of Education	141.06	.00
Garn-HRC/S.Hammerman	107.70	.00
Garn-Midland Funding LLC	182.20	.00
Health Savings Acct	1,670.16	.00
High Deductible Hlth Plan	1,142.00	.00
High Deductible Plan Post-Tax	132.50	.00
Ins - AFLAC Post-Tax	581.49	.00
Ins - AFLAC Pre-Tax	4,333.19	.00
Ins - Colonial After-Tax	3,589.61	.00
Ins - Colonial Pre-Tax	1,653.43	.00
Ins - Modern Woodmen	33.55	.00
Preferred Provider Only	31,204.68	.00
Preferred Provider Post-Tax	1,245.50	.00
Retirement - AZ State	68,354.32	603,552.92
Retirement - AZ State LTD	722.68	603,552.92
Retirement - Corp AOC	4,559.92	54,220.16
Retirement - Corr Detention	6,684.79	79,486.04
Retirement - Corr Dispatcher	699.44	8,787.06
Retirement - Corr Medical	483.21	5,745.66
Retirement - Deputy	8,729.35	74,930.08
Retirement - Elected Official	4,617.01	35,515.49
Union Dues - AZCOPS	40.00	.00

Benefits	Amount
ASRS Altern Contr Rate	1,611.99
Deputy's Alternate Contrib Rate	1,052.23
Employer Provided	170,734.55
Health Savings Acct	710.00
Retirement - AZ State	68,354.32
Retirement - AZ State LTD	722.68
Retirement - Corp AOC	10,816.91
Retirement - Corr Detention	7,090.15
Retirement - Corr Dispatcher	1,245.12
Retirement - Corr Medical	512.51
Retirement - Deputy	30,181.83
Retirement - Elected Official	8,346.10
Total	$301,378.39

Direct Deposits	Amount
*JP Morgan	61,314.69
American Express Centurion Bank	1,285.82
American United FCU	1,032.53
America's Christian Credit Union	80.00
Arizona Central Credit Union	100.00
Arizona Federal Credit Union	320.00
Arizona State Credit Union	7,003.39
Bank of America	45,604.44
Bank of America NA	710.14
Bank of the West 2	72,594.81
Canyon State CU	22,461.68
Charles Schwab Bank	2,191.86
Colorado State Employees CU	50.00
Compass Bank	5,788.18
Desert School Federal CU	21,322.18
Discover Bank	763.44
First Convenience Bank	150.00
GE Money Bank	893.09
Great Western Bank	20,731.61
Green Dot Bank	1,047.93
H & R Block	657.77
M & T Bank	1,052.63
Meta Bank/Money Network	751.39

Run by Sylvia Martinez on 3/23/2016 11:59:18 AM

GILA COUNTY AZ

Pay Day Register Report

Pay Date Range 03/07/16 - 03/20/16
Pay Batch 220166

Union Dues - FOP	157.44	.00
Vision	822.50	.00
Voluntary Term Life Ins	2,532.41	.00
Net	$583,051.34	

W/H & DED: $325,186.67

ER TAXES: $66,259.27

MidFirst Bank	3,077.13
Mountain America Credit Union	80.00
National Bank of Arizona	9,428.58
Pima Federal Credit Union	100.00
Pinal County FCU	801.56
Ray Federal Credit Union	2,748.35
Redwood Credit Union	2,192.77
Robins Federal Credit Union	1,676.53
Tucson Old Pueblo CU	1,181.08
USAA Federal Savings Bank	16,935.13
Vantage West Credit Union	1,091.60
Washington Federal	40,566.29
Wells Fargo	2,316.61
Wells Fargo - California	587.42
Wells Fargo - New Mexico	1,811.07
Wells Fargo Bank - North Dakota	1,154.66
Wells Fargo Bank 1	1,567.29
Wells Fargo Bank NA - Arizona	197,563.92
Wells Fargo Bank NA - Nevada	670.95
Total	$553,458.52
Check	$29,592.82

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 03/24/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	03/25/2016	275819 Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY		4,914.68
	Invoice	Date	Description		Amount
	2016-00002142	03/25/2016	AFLAC - Ins - AFLAC Pre-Tax*		4,914.68
Check	03/25/2016	275820 Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX		210,634.24
	Invoice	Date	Description		Amount
	2016-00002143	03/25/2016	PPO - Preferred Provider Only*		210,634.24
Check	03/25/2016	275821 Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM		140,885.94
	Invoice	Date	Description		Amount
	2016-00002144	03/25/2016	AZ State Retirem - Retirement - AZ State *		140,885.94
Check	03/25/2016	275822 Accounts Payable	AZCOPS		40.00
	Invoice	Date	Description		Amount
	2016-00002145	03/25/2016	UN DUES-SHER - Union Dues - AZCOPS		40.00
Check	03/25/2016	275823 Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE		5,243.04
	Invoice	Date	Description		Amount
	2016-00002146	03/25/2016	COLONIAL - Ins - Colonial Pre-Tax*		5,243.04
Check	03/25/2016	275824 Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN		32,092.05
	Invoice	Date	Description		Amount
	2016-00002147	03/25/2016	CORR MEDICAL - Retirement - Corr Medical *		32,092.05
Check	03/25/2016	275825 Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN		12,963.11
	Invoice	Date	Description		Amount
	2016-00002148	03/25/2016	ELEC OFF RET - Retirement - Elected Official *		12,963.11
Check	03/25/2016	275826 Accounts Payable	FRATERNAL ORDER OF POLICE		157.44
	Invoice	Date	Description		Amount
	2016-00002149	03/25/2016	UNION DUES - Union Dues - FOP		157.44

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/24/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/25/2016	275827 Accounts Payable	GILSBAR FSA		914.46
	Invoice	Date	Description		Amount
	2016-00002150	03/25/2016	FSA-FULL - FSA-Full		914.46
Check	03/25/2016	275828 Accounts Payable	GILSBAR HSA		2,380.16
	Invoice	Date	Description		Amount
	2016-00002151	03/25/2016	HSA - Health Savings Acct*		2,380.16
Check	03/25/2016	275829 Accounts Payable	HAMMERMAN & HULTGREN P.C.		107.70
	Invoice	Date	Description		Amount
	2016-00002152	03/25/2016	GARNISH-HRC - Garn-HRC/S.Hammerman		107.70
Check	03/25/2016	275830 Accounts Payable	JP MORGAN CHASE DOR		24,685.25
	Invoice	Date	Description		Amount
	2016-00002153	03/25/2016	STATE - State Tax		24,685.25
Check	03/25/2016	275831 Accounts Payable	JP MORGAN CHASE FEDERAL TAX		75,579.40
	Invoice	Date	Description		Amount
	2016-00002154	03/25/2016	FED - Federal		75,579.40
Check	03/25/2016	275832 Accounts Payable	JP MORGAN CHASE FICA EE		53,700.44
	Invoice	Date	Description		Amount
	2016-00002155	03/25/2016	FICA - FICA		53,700.44
Check	03/25/2016	275833 Accounts Payable	JP MORGAN CHASE FICA ER		53,700.44
	Invoice	Date	Description		Amount
	2016-00002156	03/25/2016	FICA - FICA		53,700.44
Check	03/25/2016	275834 Accounts Payable	JP MORGAN CHASE MEDICARE EE		12,558.83
	Invoice	Date	Description		Amount
	2016-00002157	03/25/2016	MEDICARE - Medicare		12,558.83
Check	03/25/2016	275835 Accounts Payable	JP MORGAN CHASE MEDICARE ER		12,558.83
	Invoice	Date	Description		Amount
	2016-00002158	03/25/2016	MEDICARE - Medicare		12,558.83
Check	03/25/2016	275836 Accounts Payable	METLIFE		240.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/24/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	2016-00002159	03/25/2016	DEF COMP EJ - Def Comp Pre-Tax- Met Life		240.00
Check	03/25/2016	275837 Accounts Payable	MIDLAND FUNDING LLC C/O JOHNSON MARK		182.20
	Invoice	Date	Description		Amount
	2016-00002160	03/25/2016	GARNISH-MIDLAND - Garn-Midland Funding LLC		182.20
Check	03/25/2016	275838 Accounts Payable	MODERN WOODMEN OF AMERICA		33.55
	Invoice	Date	Description		Amount
	2016-00002161	03/25/2016	INSURANCE - Ins - Modern Woodmen		33.55
Check	03/25/2016	275839 Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS		2,100.50
	Invoice	Date	Description		Amount
	2016-00002162	03/25/2016	DEF COMP - Def Comp Pre-Tax - National		2,100.50
Check	03/25/2016	275840 Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC		240.00
	Invoice	Date	Description		Amount
	2016-00002163	03/25/2016	ASSOC DUES - Dues - Northern AZ Law Enf		240.00
Check	03/25/2016	275841 Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM		39,963.41
	Invoice	Date	Description		Amount
	2016-00002164	03/25/2016	DEPUTY'S RET - Retirement - Deputy *		39,963.41
Check	03/25/2016	275842 Accounts Payable	SECURITY BENEFIT GROUP		1,937.85
	Invoice	Date	Description		Amount
	2016-00002165	03/25/2016	DEF COMP SB - Def Comp Pre-Tax - Security Bft		1,937.85
Check	03/25/2016	275843 Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,118.89
	Invoice	Date	Description		Amount
	2016-00002166	03/25/2016	CHILD SUPPORT - Garn - Chd Supp Clearinghouse*		3,118.89
Check	03/25/2016	275844 Accounts Payable	THUNDERBIRD COLLECTION SPEC INC		338.36
	Invoice	Date	Description		Amount
	2016-00002167	03/25/2016	GARNISH-THUNDER - Garn - Thunderbird Collection*		338.36

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/24/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/25/2016	275845 Accounts Payable	US DEPARTMENT OF EDUCATION		141.06
	Invoice	Date	Description		Amount
	2016-00002168	03/25/2016	GARNISH-EDUC - Garn - US Dept of Education		141.06
Check	03/25/2016	275846 Accounts Payable	WADDELL & REED		1,412.50
	Invoice	Date	Description		Amount
	2016-00002169	03/25/2016	DEF COMP WR - Def Comp Pre-Tax-Waddell		1,412.50
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 28		$692,824.33

Checks: 28 $692,824.33

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 03/24/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	03/24/2016	275818 Accounts Payable	JP MORGAN CHASE ACH DEPOSIT		553,458.52

Invoice	Date	Description	Amount
220166	03/24/2016	PR ACH DEPOSIT 03/07/16-03/20/16	553,458.52

JP Morgan AP JP Morgan Accounts Payable Totals: Transactions: 1 $553,458.52

Checks: 1 $553,458.52

*****Gila County*****

Void Payment Post Listing

Type	Number	Issue Date	Status	Void Reason	Void Date	Source	Payee	Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable								
Check	275818	03/24/2016	Voided	Ach Direct Deposit	03/24/2016	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	553,458.52

Payments:

Invoice Number	Invoice Date	Description	Void Action	Net Amount
220166	03/24/2016	PR ACH DEPOSIT 03/07/16-03/20/16	Void Invoice	553,458.52

Distributions:

G/L Account Number	Due To/Due From	Debit Amount	Credit Amount
1005_1000.10 (General Fund_Operating cash balances Cash in treasury)		553,458.52	
1005_1000.15 (General Fund_Operating cash balances Outstanding payroll warrants)			553,458.52

Total Voided Transactions: 1

$553,458.52

Credit Card
Transaction Summary

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 03/28/2016 12:22:54 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '03/21/2016' AND '03/27/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
4 WHEELERS SUPPLY & OF	1	$157.73		$0.00	1	$157.73
ACAA	10	$1,315.00		$0.00	10	$1,315.00
ACE HARDWARE	1	$9.76		$0.00	1	$9.76
ACE HDWE.	6	$284.04	2	($107.47)	8	$176.57
AGACL	2	$1,390.00		$0.00	2	$1,390.00
ALL AMERICAN PET PRODU	1	$623.30		$0.00	1	$623.30
AMAZON MKTPLACE PMTS	8	$258.30		$0.00	8	$258.30
AMAZON.COM	8	$1,627.46		$0.00	8	$1,627.46
ARBYS 7033	1	$10.29		$0.00	1	$10.29
ARIZONA EMERGENCY PROD	2	$794.00		$0.00	2	$794.00
ARIZONA SILVER BELT	1	$42.25	1	($42.25)	2	$0.00
ARIZONA WIRE ROPE	1	$65.43		$0.00	1	$65.43
ASPEN DENTAL GROUP, PL	2	$730.00		$0.00	2	$730.00
AUTOMATIONDIRECT.COM	1	$37.00		$0.00	1	$37.00
AUTOZONE #2715	1	$14.77		$0.00	1	$14.77
BAR*BARCODESINC	1	$598.83		$0.00	1	$598.83
BELL FORD INC	2	$175.28	1	($123.54)	3	$51.74
BURGER KING #5077 Q07	1	$8.82		$0.00	1	$8.82
BUTCHER HOOK	2	$17.49		$0.00	2	$17.49
CASH WELLS FARGO C/A #	2	$122.40		$0.00	2	$122.40
CHAPMAN AUTO CENTER	4	$295.41	1	($2.61)	5	$292.80
CHEVRON 0356213	2	$19.14		$0.00	2	$19.14
CLIA LABORATORY PROGRA	1	$150.00		$0.00	1	$150.00
COBRE VALLEY MOTORS	1	$18.45		$0.00	1	$18.45

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Transaction Summary by Parent Merchant

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Orientation: Landscape

Selection Criteria: Post Date Is Between '03/21/2016' AND '03/27/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
COPPER HILLS INN	1	$92.63		$0.00	1	$92.63
COPQUEST INC	1	$150.00		$0.00	1	$150.00
CORNER STORE 1670	1	$10.23		$0.00	1	$10.23
CORPORATE CASUALS	1	$280.75		$0.00	1	$280.75
COSTCO.COM *ONLINE	1	$306.13		$0.00	1	$306.13
CRESCENT ELECTRIC 190	1	$371.35		$0.00	1	$371.35
DEK AUTO PARTS LLC	6	$169.78		$0.00	6	$169.78
DEL TACO #878	1	$7.69		$0.00	1	$7.69
EMPIRE INTERNET PARTS	12	$1,634.10	1	($119.76)	13	$1,514.34
FIESTA BUSINESS PRODUC	1	$10.76		$0.00	1	$10.76
FRYS-FOOD-DRG #109	3	$77.25		$0.00	3	$77.25
GHA TECHNOLOGIES, INC.	1	$117.97		$0.00	1	$117.97
GIANT #6667	1	$10.00		$0.00	1	$10.00
GIANT CAR WASH #62	1	$12.00		$0.00	1	$12.00
HAMPTON INN	2	$198.58		$0.00	2	$198.58
HOLIDAY INN EXPRESS GL	2	$187.08		$0.00	2	$187.08
HOMEDEPOT.COM	1	$129.22		$0.00	1	$129.22
HON-DAH RESORT & CASIN	1	$104.94		$0.00	1	$104.94
HOTELS.COM128300234213		$0.00	1	($193.60)	1	($193.60)
IN *AZ PROSECUTING ATT	1	$99.00		$0.00	1	$99.00
KIMBALL MIDWEST	2	$239.31		$0.00	2	$239.31
LA QUINTA INN & SUITES	2	$362.08		$0.00	2	$362.08
LAFORGE TOWING	1	$290.00		$0.00	1	$290.00
LANDRYS ORLANDO	1	$33.29		$0.00	1	$33.29

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Transaction Summary by Parent Merchant

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Orientation: Landscape

Selection Criteria: Post Date Is Between '03/21/2016' AND '03/27/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
LONE STAR #6423	1	$38.62		$0.00	1	$38.62
LOVE S TRAVEL 00004606	1	$23.42		$0.00	1	$23.42
MACKS AUTO SUPPLY GLOB	2	$223.30		$0.00	2	$223.30
MACKYS GRILL	1	$15.00		$0.00	1	$15.00
MAJESTIC MOUNTAIN INN	1	$101.22		$0.00	1	$101.22
MATLOCKGAS&EQUIPCO,INC	1	$23.89		$0.00	1	$23.89
MAVERIK #445	1	$200.00		$0.00	1	$200.00
MAZATZAL HOTEL	2	$217.80		$0.00	2	$217.80
MCSPADDEN FORD	1	$4.19		$0.00	1	$4.19
MERLE'S AUTO SUPPLY	6	$401.62	1	($3.00)	7	$398.62
MID STATE PIPE & SUPPL	1	$49.23		$0.00	1	$49.23
MISSFITZ 260 CAFE	1	$21.05		$0.00	1	$21.05
MOORE MEDICAL LLC	1	$155.69		$0.00	1	$155.69
MTE COMMUNICATIONS	1	$86.77		$0.00	1	$86.77
NATIVE 43 - PAYSON	1	$21.72		$0.00	1	$21.72
NENA	2	$274.00		$0.00	2	$274.00
OFFICE DEPOT #1080	1	$51.67		$0.00	1	$51.67
OFFICE DEPOT #5101	15	$2,249.65		$0.00	15	$2,249.65
OFFICE DEPOT #5125	1	$3.42		$0.00	1	$3.42
OLIVE GARDEN R00018713	1	$25.28		$0.00	1	$25.28
OREILLY AUTO 00027755	1	$16.46		$0.00	1	$16.46
OREILLY AUTO 00028308	1	$108.11		$0.00	1	$108.11
PALACE HEALTH MART	1	$32.60		$0.00	1	$32.60
PARADISE BAKERY & CA	1	$22.22		$0.00	1	$22.22

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Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 03/28/2016 12:22:54 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '03/21/2016' AND '03/27/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
PAYPAL *2WAYRP LLC	1	$5.69		$0.00	1	$5.69
PAYPAL *ALZHEIMERSA	2	$500.00		$0.00	2	$500.00
PAYPAL *ARIZONAASSO	1	$250.00		$0.00	1	$250.00
PAYPAL *NEWEGGCOM	1	$563.92		$0.00	1	$563.92
PAYSON CARQUEST	14	$347.57	1	($33.47)	15	$314.10
PINAL LUMBER	1	$36.11		$0.00	1	$36.11
QT 457 05004577	1	$17.01		$0.00	1	$17.01
SAFEWAY STORE00015362	1	$62.38		$0.00	1	$62.38
SAFEWAY STORE00031872	2	$37.68		$0.00	2	$37.68
SHOPLET.COM	1	$635.67		$0.00	1	$635.67
SIRENNET.COM	1	$351.31		$0.00	1	$351.31
STEVE COURY	2	$49.77		$0.00	2	$49.77
THE HOME DEPOT #0422	3	$106.97		$0.00	3	$106.97
USPS 03351502733802026	1	$13.05		$0.00	1	$13.05
USPS 03617904733803438	2	$53.16		$0.00	2	$53.16
WAL-MART #1334	6	$644.66		$0.00	6	$644.66
WAL-MART #1369	1	$71.08		$0.00	1	$71.08
WIST SUPPLY EQUIPMENT	6	$396.88		$0.00	6	$396.88
WM SUPERCENTER #1230	1	$24.68		$0.00	1	$24.68
WM SUPERCENTER #1334	2	$119.73		$0.00	2	$119.73
WOLFGANG PUCK EXPRESS	1	$19.65		$0.00	1	$19.65
WW GRAINGER	1	$86.80		$0.00	1	$86.80
Grand Total:	**205**	**$22,419.99**	**9**	**($625.70)**	**214 Transaction(s)**	**$21,794.29**

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3-28-16

Gila County, Arizona

Weekly Expenditure Report
(14 March – 20 March 2016)

Gila County Finance Department

Gila County Finance Department

Weekly Expenditure Report

(14 March - 20 March 2016)

Accounts Payable Expenditures

AP Expenditure Type	Payee/Description		Amount	Comment
Special Check Run	Copper Valley Relay for Life	$	2,500.00	*Batch Date 3/17/16*
Special Check Run		$	-	
Special Check Run		$	-	
Regular Weekly AP Check Run	Various Payees - 88 Checks	$	528,880.97	*Batch Date 3/21/16*
		$	-	
	Gross AP Expenditures:	**$**	**531,380.97**	
Void - Check # 275637	Copper Valley Relay for Life	$	2,500.00	
Void - Check #		$	-	
Void - Check #		$	-	
	Less Voided Payments:	$	2,500.00	
	Net AP Expenditures:	**$**	**528,880.97**	

AP Reference Only	Payee/Description		Amount	Comment
Void #/ Reissue #		$	-	
Void #/ Reissue #		$	-	
Void #/ Reissue #		$	-	

Payroll Expenditures

Payroll Expenditure Type	Payee/Description		Amount	Comment
Regular Payroll	Direct Deposit Payments	$	-	
Regular Payroll	Paper Checks	$	-	
Employer Taxes	Social Security and Medicare	$	-	
Withholdings / Deductions	Employee Withholdings / Deductions	$	-	
Benefits	Retirement, Health Insurance, etc.	$	-	
	Sub-total Payroll Expenditures:	**$**	**-**	
Payroll - Hand Issue		$	-	
Payroll - Hand Issue		$	-	
Employer Taxes	Social Security and Medicare	$	-	
Withholdings / Deductions	Employee Withholdings / Deductions	$	-	
Benefits	Retirement, Health Insurance, etc.	$	-	
	Sub-total Hand Issue Payroll Expenditures:	**$**	**-**	
	Total Payroll Expenditures:	**$**	**-**	

Payroll Reference Only	Payee/Description		Amount	Comment
Void #	*JP Morgan ACH*	$	-	*Electronic Transaction*

Summary of Expenditures

Net Accounts Payable Expenditures:	$	528,880.97
Total Payroll Expenditures:	$	-
Total Accounts Payable & Payroll Expenditures:	**$**	**528,880.97**

Credit Card Charges

Transaction	Merchant		Amount	*Comment*
264 Transactions 14 Mar - 20 Mar 2016	*Various Merchants*	$	*25,741.45*	*Payment Due: April 2016*

(28 Mar 2016) AW

Accounts Payable

*****Gila County*****

Accounts Payable Payment Edit Listing

Batch Department / Invoice Department	Bank Account	Check Date	Starting Check Number
201.140 Finance Department,System Generated	JP Morgan Accounts Payable	03/17/2016	275726

Selected Invoices

Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
201_140 Finance Department,System Generated					
13515 - COPPER VALLEY RELAY FOR LIFE	030416	DISTRICT 3 CONTIRB RELAY FOR LIFE FO COPPE VALLEY 5/13/16	03/04/2016	03/11/2016	1,250.00
13515 - COPPER VALLEY RELAY FOR LIFE	03042016	District 2 Contribution Relay 051316	03/04/2016	03/11/2016	1,250.00
Total Selected Invoices: 2					$2,500.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 03/21/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	03/21/2016	275728 Accounts Payable	3M COMPANY		1,821.60
	Invoice	Date	Description		Amount
	TP82136	02/22/2016	Prismatic Sign Sheeting		1,821.60
Check	03/21/2016	275729 Accounts Payable	ALLISON , DONNA		300.00
	Invoice	Date	Description		Amount
	030216	03/02/2016	CR2014-00046 RODRIGUEZ INVESTIGATION		300.00
Check	03/21/2016	275730 Accounts Payable	AMERICAN INSTITUTE OF TOXICOLOGY INC		2,060.00
	Invoice	Date	Description		Amount
	2049013116	02/29/2016	TOXICOLOGY TESTS FOR DECEASED PERSONS		810.00
	20496022916	02/29/2016	AUTOPSY EXPENSES-TOXICOLOGY TESTS DECEASED PERSONS		1,250.00
Check	03/21/2016	275731 Accounts Payable	AMERICAN REPROGRAPHICS CO LLC		324.71
	Invoice	Date	Description		Amount
	8516414	02/29/2016	Assessor's Office Plotter Equipment and Software		324.71
Check	03/21/2016	275732 Accounts Payable	ARIZONA DEPARTMENT OF ADMINISTRATION		120.00
	Invoice	Date	Description		Amount
	ADJ58D160700	03/14/2016	Provide Client Information Technology Services & Support		60.00
	ADJ58D160800	03/14/2016	Provide Client Information Technology Services & Support		60.00
Check	03/21/2016	275733 Accounts Payable	ARIZONA DEPARTMENT OF REVENUE		1,501.02
	Invoice	Date	Description		Amount
	FEB2016	03/14/2016	Use Tax for Feb 2016		1,501.02
Check	03/21/2016	275734 Accounts Payable	ARIZONA DEPARTMENT OF TRANSPORTATION		15,105.00
	Invoice	Date	Description		Amount
	LA2016000067	02/25/2016	Six Shooter Sidewalks Construction Match SL648		15,105.00
Check	03/21/2016	275735 Accounts Payable	ARIZONA PUBLIC SERVICE		60.91
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/21/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	030916128235287	03/09/2016	1100 N Beeline Unit G Education Service		60.91
Check	03/21/2016	275736 Accounts Payable	ARIZONA SECRETARY OF STATE		4,917.76
	Invoice	Date	Description		Amount
	VRAZII-004-2016	02/29/2016	JULY 2015-JUNE 2016 FY16 GILA COUNTY RECORDER		4,917.76
Check	03/21/2016	275737 Accounts Payable	ARIZONA STATE TREASURER		117,767.00
	Invoice	Date	Description		Amount
	040116	03/14/2016	AHCCCS FY16 ACUTE CARE		117,767.00
Check	03/21/2016	275738 Accounts Payable	ARIZONA SUPREME COURT		8,250.00
	Invoice	Date	Description		Amount
	2016-00001314	02/18/2016	CUST#1035 GLOBE REGIONAL JUSTICE CORUT		7,500.00
	2016-00001313	02/18/2016	CUST#1039 MIAMI MUNICIPAL COURT		750.00
Check	03/21/2016	275739 Accounts Payable	BECK , JOSHUA		512.04
	Invoice	Date	Description		Amount
	02232016	02/23/2016	Travel Reimbursement 020216-022316		185.64
	01252016	01/25/2016	Travel REimbursement Jan 2016		326.40
Check	03/21/2016	275740 Accounts Payable	BLACKSTONE SECURITY SERVICE INC		6,620.00
	Invoice	Date	Description		Amount
	0216279	03/01/2016	Provide Armed Security Services		3,310.00
	0216280	03/01/2016	Armed/Unarmed Security Services-Payson Courthouse		3,310.00
Check	03/21/2016	275741 Accounts Payable	BRIDGERS & PAXTON CONSULTING ENGINEERS INC		250.60
	Invoice	Date	Description		Amount
	77910	02/29/2016	Electrical Engineering Design		250.60
Check	03/21/2016	275742 Accounts Payable	BURDEN MECHANICAL		600.00
	Invoice	Date	Description		Amount
	M-104	03/02/2016	Weatherization Project No. HH#3316		600.00
Check	03/21/2016	275743 Accounts Payable	BYRUM , SUSAN		770.00
	Invoice	Date	Description		Amount
	031116Diem	03/11/2016	Per Diem Srvcs 031016-031116		770.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/21/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/21/2016	275744 Accounts Payable	CABLE ONE		82.91
	Invoice	Date	Description		Amount
	030116-105619159	03/01/2016	Acct. No. 105619159		82.91
Check	03/21/2016	275745 Accounts Payable	CANYON STATE OIL		13,678.47
	Invoice	Date	Description		Amount
	0540929-IN	03/07/2016	Fuel @ Young		1,911.17
	0547741-IN	03/14/2016	Fuel @ Globe Shop		1,449.05
	0548561-IN	03/14/2016	Fuel @ Globe Shop		10,318.25
Check	03/21/2016	275746 Accounts Payable	CENTER FOR DISEASE DETECTION LLC		106.44
	Invoice	Date	Description		Amount
	1462315	02/29/2016	Laboratory Testing Services		106.44
Check	03/21/2016	275747 Accounts Payable	CENTURYLINK		1,713.12
	Invoice	Date	Description		Amount
	100650552	02/01/2016	Phone 911 Admin		308.47
	9284253625022816	02/28/2016	SERV FOR 928 425 3625 571B		34.40
	9284740728022816	02/28/2016	SERV FOR 928 474 0728 111B		198.28
	9284740957022816	02/28/2016	SERV FOR 928 474 0957 293G		31.03
	9284258261022816	02/28/2016	Serv For 928-425-8261		55.39
	9284763350022816	02/28/2016	SERV FOR 928 476 3350 255B		66.62
	9284259638022816	02/28/2016	SERV FOR 928 425 9638 901B		75.71
	9284258281022816	02/28/2016	SERV FOR 928 425 8281 423B		360.60
	9284253393022816	02/28/2016	SERV FOR 928 425 3393 894B		207.49
	9284764593022816	02/28/2016	SERV FOR 928 476 4593 310B		42.99
	9284253782022816	02/28/2016	SERV FOR 928 425 3782 168B		34.56
	9284254457022816	02/28/2016	SERV FOR 928 425 4457 706B		98.66
	9284749652022816	03/16/2016	Serv For 928-474-9652		44.05
	9284258248022816	02/28/2016	SERV FOR 928-425-8248 005B		53.89
	9284253721022816	02/28/2016	SERV FOR 928 425 3721 065B		32.18
	9284253288022816	02/28/2016	SERV FOR 928-425-3288		68.80
Check	03/21/2016	275748 Accounts Payable	CINTAS FIRST AID & SAFETY		495.21
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/21/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	0D53111498	02/22/2016	Southern Gila County Fire Extinguisher Inspection - Detention		37.50
	0D53111733	02/29/2016	Southern Gila County Fire Extinguisher Inspection- Jail		125.35
	0D53111505	02/22/2016	Fire Extinguisher Inspection - Landfill		319.86
	0D53111512	02/22/2016	Fire Extinguisher Inspection - 911		12.50
Check	03/21/2016	275749 Accounts Payable	COPPER STATE SANITATION		320.00
	Invoice	Date	Description		Amount
	425941	03/15/2016	Jan Collection for Health Dept		160.00
	425942	03/15/2016	Collection for Health Dept		160.00
Check	03/21/2016	275750 Accounts Payable	CREDIT CARD REVOLVING FUND		15,939.54
	Invoice	Date	Description		Amount
	03012016FABOK	03/01/2016	Feb Chrgs March Stmnt Glinda Fabok		99.00
	02012016BURNAM	02/01/2016	Feb Chrgs March Stmnt M. Burnam		149.64
	02012016JOHNSONP	02/01/2016	Jan Chrgs Feb Stmnt Patrice Johnson		8.00
	02012016BELL	02/01/2016	Jan Chrgs Feb Stmnt Candy Bell		2,174.63
	032816SHORTL	03/01/2016	LAURA SHORT MAR STMT FOR FEB CHGS		53.65
	02012016Farnham	02/01/2016	Jan Chrgs Feb Stmt Glen Farnham		10,935.60
	02012016MAGNESON	02/01/2016	Jan CHrgs Feb Stmnt Nola Magneson		259.03
	02012016LITTLE	02/01/2016	Jan Chrgs Feb Stmnt Dorhtey Little		959.56
	02012016MCDANIEL	02/01/2016	Jan CHrgs Feb Stmnt Don McDaniel		80.00
	11012015HUNSAKER	11/01/2015	Oct Chrgs Nov Stmnt Deb Hunsaker		53.00
	02012016BRUNSON	02/01/2016	Jan Chrgs Feb Smnt Kathy Brunson		1,167.43
Check	03/21/2016	275751 Accounts Payable	DELL MARKETING LP		1,411.75
	Invoice	Date	Description		Amount
	XJWP6XX25	03/01/2016	Backpack - Docking Station		178.18
	XJWP7JKC6	03/01/2016	Logitech Wireless		72.64
	XJWP6XX84	03/01/2016	Dell Carrying Case		84.48
	XJWP6XWS1	03/01/2016	Dell Carrying Case		84.48
	XJWPJ54M2	03/02/2016	Dell Optiplex 9020		991.97
Check	03/21/2016	275752 Accounts Payable	DIAMOND PHARMACY SERVICES		1,877.12
	Invoice	Date	Description		Amount
	IN000609811	02/29/2016	Current Meds Inmates Feb 16		1,877.12

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/21/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/21/2016	275753 Accounts Payable	DOLLYWOOD FOUNDATION		5,218.37
	Invoice	Date	Description		Amount
	04161019	03/14/2016	Monthly books for children (Gila)		3,872.20
	04161238	03/14/2016	Monthly books for children (San Carlos)		1,346.17
Check	03/21/2016	275754 Accounts Payable	EARTH MOVER TIRE SALES INC		137.32
	Invoice	Date	Description		Amount
	68767	02/01/2016	Copper Fleet passenger tires for 2015-2016		137.32
Check	03/21/2016	275755 Accounts Payable	Emily Danies Attorney at Law, LLC		6,576.41
	Invoice	Date	Description		Amount
	9700	03/04/2016	Legal Services for Indigent Citizens		6,576.41
Check	03/21/2016	275756 Accounts Payable	ESTEVES , JUDY N		215.00
	Invoice	Date	Description		Amount
	03092016	03/09/2016	ASRS Subsidy Pyt Feb 2016		215.00
Check	03/21/2016	275757 Accounts Payable	FABOK , GLINDA S		681.40
	Invoice	Date	Description		Amount
	820	03/14/2016	Grand Jury 030916		639.40
	819	03/10/2016	Transcripts St Vs Walsh Cr201600037		42.00
Check	03/21/2016	275758 Accounts Payable	FLORES & CLARK LLC		7,425.00
	Invoice	Date	Description		Amount
	21	03/08/2016	Mediation Contract Feb-Marc 16		7,425.00
Check	03/21/2016	275759 Accounts Payable	FRIESTAD , JEREMY S		100.00
	Invoice	Date	Description		Amount
	03162016	03/15/2016	Reimbursement for Safety Boots		100.00
Check	03/21/2016	275760 Accounts Payable	GALLAGHER-WESTFALL GROUP INC		98.09
	Invoice	Date	Description		Amount
	2262016	02/26/2016	Coffee Mugs		98.09
Check	03/21/2016	275761 Accounts Payable	GILA COMMUNITY COLLEGE		62,500.00
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/21/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	#3-2016	03/14/2016	Grant Vocational Training Curriculum		62,500.00
Check	03/21/2016	275762 Accounts Payable	GILA COUNTY TREASURER		4,333.91
	Invoice	Date	Description		Amount
	03162016	03/16/2016	Pyt for Jurors		4,333.91
Check	03/21/2016	275763 Accounts Payable	GLOBE OFFICE BUILDING PARTNERS, LLC		13,994.16
	Invoice	Date	Description		Amount
	APRIL2016	03/14/2016	1100 Monroe Street/Probation/ Lease Agreement		13,994.16
Check	03/21/2016	275764 Accounts Payable	GRIFFINS PROPANE		184.93
	Invoice	Date	Description		Amount
	7626	03/14/2016	Propane for Act# 801386		184.93
Check	03/21/2016	275765 Accounts Payable	GROSSMAN & GROSSMAN LTD		6,018.95
	Invoice	Date	Description		Amount
	SG100730C	03/01/2016	Grant # 1H79T1025497-01 Mileage		2,050.12
	SG100730B	03/07/2016	SAMHSA Grant # 1H79T1025497-01		3,968.83
Check	03/21/2016	275766 Accounts Payable	HAVEY , BRIAN L		162.25
	Invoice	Date	Description		Amount
	01272016	01/27/2016	Travel Reimbursement 012716		162.25
Check	03/21/2016	275767 Accounts Payable	HEALTHCARE MEDICAL WASTE SERVICES		365.92
	Invoice	Date	Description		Amount
	108258	02/26/2016	Juvenile Detention-Medical Waste Containment		82.38
	108256	02/26/2016	Sheriff's Office Jail-Medical Waste Containment		113.72
	108261	02/26/2016	Immunization Program-Medical Waste Containment		84.91
	107571	01/28/2016	Immunization Program-Medical Waste Containment		84.91
Check	03/21/2016	275768 Accounts Payable	HLP INC DBA CHAMELEON SOFTWARE PRODUCTS		2,880.00
	Invoice	Date	Description		Amount
	11589	03/01/2016	Chameleon/CMS Software Annual Support & Maintenance 1 server/2 w		2,880.00
Check	03/21/2016	275769 Accounts Payable	HORIZON HEALTH AND WELLNESS INC		800.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/21/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	030716HOB	03/07/2016	DIST 3 CONTRIB HATS "OFF" BRUNCH HORIZON DV		800.00
Check	03/21/2016	275770 Accounts Payable	INNOVATIVE INTERFACES INC		44,638.90
	Invoice	Date	Description		Amount
	INV-INC09120	02/01/2016	Polaris Library System Maintenance		44,638.90
Check	03/21/2016	275771 Accounts Payable	JANI SERV INC		3,127.69
	Invoice	Date	Description		Amount
	16-364	03/15/2016	Janitoial for Southern Gila County		3,127.69
Check	03/21/2016	275772 Accounts Payable	LABCORP OF AMERICA HOLDINGS		564.20
	Invoice	Date	Description		Amount
	50851346	02/15/2016	Pyt for Lab Draw 012216		564.20
Check	03/21/2016	275773 Accounts Payable	LBISAT LLC		144.01
	Invoice	Date	Description		Amount
	31243	03/01/2016	Satellite Service for the Gila Monster		144.01
Check	03/21/2016	275774 Accounts Payable	LexisNexis Risk Solutions		50.00
	Invoice	Date	Description		Amount
	1007487-2016229	02/29/2016	Monthly Subscription		50.00
Check	03/21/2016	275775 Accounts Payable	LIFETIME MEDICAL SUPPLY		114.00
	Invoice	Date	Description		Amount
	2596	02/29/2016	Vital Test Strips		114.00
Check	03/21/2016	275776 Accounts Payable	LIN CUM INC		1,223.53
	Invoice	Date	Description		Amount
	21602037	02/29/2016	Archival Vault Storage/Gila County Superior Court		790.45
	21602038	02/29/2016	Treasurer's Office/Document Vault Storage		391.75
	21602012	02/12/2016	Clerk of the Board/Document Conversion Services		41.33
Check	03/21/2016	275777 Accounts Payable	MCCREARY GROUP		215.60
	Invoice	Date	Description		Amount
	SO1603001	03/01/2016	Transcripts Oral Boards + IA's		215.60

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/21/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/21/2016	275778 Accounts Payable	MCGROARTY , CHRISTOPHER M		132.38
	Invoice	Date	Description		Amount
	01272016	01/27/2016	Travel REimbursement 012516-012716		132.38
Check	03/21/2016	275779 Accounts Payable	MENDEZ , MARY E		150.00
	Invoice	Date	Description		Amount
	03092016	03/09/2016	ASRS Subsidy Feb 16		150.00
Check	03/21/2016	275780 Accounts Payable	MIRAGE CASINO HOTEL		3,729.60
	Invoice	Date	Description		Amount
	030416MIRAGE	03/04/2016	Hotel fees for 5 staff members to attend conference		3,729.60
Check	03/21/2016	275781 Accounts Payable	MOUNTAIN RETREAT BUILDERS LLC		20,850.00
	Invoice	Date	Description		Amount
	031416-HH#9450	03/14/2016	Weatherization Project HH #9450- FInal		2,750.00
	031416-HH#10489	03/14/2016	Weatherization Project HH #10489 - Final		3,450.00
	031516-HH#10600	03/15/2016	Weatherization Project No. HH#10600 50%		4,275.00
	031516-HH#9529	03/15/2016	Weatherization Project No. HH#9529		6,250.00
	031516-HH#10601	03/15/2016	Weatherization Project No. HH#10601		4,125.00
Check	03/21/2016	275782 Accounts Payable	NELSON , TIMOTHY		6,979.00
	Invoice	Date	Description		Amount
	TN062	03/05/2016	Legal Services for Indigent Citizens		6,979.00
Check	03/21/2016	275783 Accounts Payable	NETWORK SERVICES SOLUTIONS, LLC		3,029.27
	Invoice	Date	Description		Amount
	12000209160301	03/01/2016	T-1 FOR INTERNET ACCESS FOR PAYSON LIBRARY		412.13
	12000207160301	03/01/2016	T-1 FOR INTERNET ACCESS FOR TONTO BASIN LIBRARY		561.26
	12000216160301	03/01/2016	2 T-1'S BONDED FOR DISTRICT OFFICE		1,653.44
	566160301	03/01/2016	Network Srv for Education Srvs		402.44
Check	03/21/2016	275784 Accounts Payable	NORCHEM DRUG TESTING		1,914.37
	Invoice	Date	Description		Amount
	02292016	02/29/2016	Drug Testing Act# 45-46		510.55
	02292016A	02/29/2016	Drug Testing Act# 45-46		1,202.57

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/21/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	02292016b	02/29/2016	Drug Testing Act# 48-4285		201.25
Check	03/21/2016	275785 Accounts Payable	OASIS PRINTING		56.69
	Invoice	Date	Description		Amount
	5097	03/10/2016	Embosser Stamp for Recorders		56.69
Check	03/21/2016	275786 Accounts Payable	PHOENIX TIRE INC		2,683.73
	Invoice	Date	Description		Amount
	324130	02/26/2016	Timber Fleet passenger tires		979.92
	324129	02/26/2016	Timber Fleet passenger tires		833.40
	324128	02/26/2016	Timber Road Dept light vehicle passenger tires		870.41
Check	03/21/2016	275787 Accounts Payable	PINE STRAWBERRY WATER IMP DIS		45.31
	Invoice	Date	Description		Amount
	03111654360	03/11/2016	SERV FOR ACCT#54360		45.31
Check	03/21/2016	275788 Accounts Payable	PINNACLE PREVENTION CORP		2,500.00
	Invoice	Date	Description		Amount
	1119	02/29/2016	Consultation for Community Health Assesment and Community Health		2,500.00
Check	03/21/2016	275789 Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC		458.52
	Invoice	Date	Description		Amount
	2295931MR16	03/13/2016	ACCT#2295931		458.52
Check	03/21/2016	275790 Accounts Payable	PUEBLO MECHANICAL AND CONTROLS INC		2,891.49
	Invoice	Date	Description		Amount
	26781	02/29/2016	Emergency Jail Boiler Repair		2,891.49
Check	03/21/2016	275791 Accounts Payable	RECALL SECURE DESTRUCTION SERVICES INC		599.03
	Invoice	Date	Description		Amount
	9700061923	02/20/2016	CUST#10018791 1/22/16-2/18/16 SVS		374.08
	3453369973	02/20/2016	Secure document destruction		224.95
Check	03/21/2016	275792 Accounts Payable	REDBURN TIRE COMPANY		3,756.17

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/21/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	10248291	02/29/2016	Timber Roads heavy equipment tires		3,756.17
Check	03/21/2016	275793 Accounts Payable	ROMANCE , CYNTHIA M		30.00
	Invoice	Date	Description		Amount
	022316ROMANCEC	02/23/2016	CYNTHIA ROMANCE FEB TRAVEL REIMBURSEMENT		30.00
Check	03/21/2016	275794 Accounts Payable	SHRED IT USA LLC		125.25
	Invoice	Date	Description		Amount
	9409585683	02/25/2016	ACCT#11930164 2/25/16 SVS		125.25
Check	03/21/2016	275795 Accounts Payable	SOCEXO AMERICA LLC		1,506.49
	Invoice	Date	Description		Amount
	358891	03/11/2016	Health Department Leadership Conference		1,506.49
Check	03/21/2016	275796 Accounts Payable	SOUTHLAND MEDICAL CORPORATION		98.69
	Invoice	Date	Description		Amount
	TKI023543	02/05/2016	SYRINGES, NEEDLES AND RESPIRATORS		98.69
Check	03/21/2016	275797 Accounts Payable	SPILLMAN TECHNOLOGIES, INC		8,424.00
	Invoice	Date	Description		Amount
	32013	04/22/2016	ERS FIRE INTERFACE		8,424.00
Check	03/21/2016	275798 Accounts Payable	STONE , BARBARA		334.56
	Invoice	Date	Description		Amount
	030116	03/01/2016	HIV Care & Service		334.56
Check	03/21/2016	275799 Accounts Payable	SWISS VILLAGE SELF STORAGE		133.00
	Invoice	Date	Description		Amount
	2146	03/15/2016	UNIT 0306 APRIL 2016 RENT		133.00
Check	03/21/2016	275800 Accounts Payable	TELECHECK SERVICES INC		90.00
	Invoice	Date	Description		Amount
	C620906572	03/04/2016	SERV FOR TELECHECK #20906572		90.00
Check	03/21/2016	275801 Accounts Payable	THOMAS REPROGRAPHICS INC		257.49

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/21/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	1597325	02/16/2016	PLOTWAVE 300 TONER PUBLIC WORKS		257.49
Check	03/21/2016	275802 Accounts Payable	THYSSENKRUPP ELEVATOR CORPORATION		647.09
	Invoice	Date	Description		Amount
	3002416488	03/01/2016	Gold Service Agreement		647.09
Check	03/21/2016	275803 Accounts Payable	TOBIN , JACQUELINE		41.63
	Invoice	Date	Description		Amount
	011316TOBINJ	01/13/2016	EE JACKIE TOBIN JAN TRAVEL REIMBURSEMENT		41.63
Check	03/21/2016	275804 Accounts Payable	TYLER TECHNOLOGIES INC		24,024.73
	Invoice	Date	Description		Amount
	025-147261	03/01/2016	Eagle Recording Software Renewal		24,024.73
Check	03/21/2016	275805 Accounts Payable	UNIFIRST CORPORATION		132.62
	Invoice	Date	Description		Amount
	315-1621361	03/02/2016	Copper & Timber Shops Uniform delivery & cleaning serv		79.41
	315-1619382	02/25/2016	Copper & Timber Shops Uniform delivery & cleaning serv		53.21
Check	03/21/2016	275806 Accounts Payable	UNIVERSAL POLICE SUPPLY CO		460.70
	Invoice	Date	Description		Amount
	189602	03/01/2016	UNIFORM DETENTION OFFICER MCCALL		460.70
Check	03/21/2016	275807 Accounts Payable	US IMAGING		603.37
	Invoice	Date	Description		Amount
	8264	02/25/2016	Recorders Office Imaging		215.40
	8137	01/07/2016	Recorders Office Imaging		214.97
	8178	01/20/2016	Recorders Office Imaging		173.00
Check	03/21/2016	275808 Accounts Payable	VERIZON WIRELESS		17,010.28
	Invoice	Date	Description		Amount
	9759891007	02/03/2016	SERV FOR ACCT#564075389-00001		17,010.28
Check	03/21/2016	275809 Accounts Payable	WIST OFFICE PRODUCTS COMPANY		3,348.59
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/21/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	1439045	02/25/2016	SHREDDER FOR SHERIFF'S OFFICE PAYSON		2,716.96
	1379496	09/11/2015	CUST#138777 TONER FOR PAYSON HEALTH DEPT.		98.38
	1418602	01/06/2016	CUST#138777 CARTRIDGE DELL FOR VITAL RECORDS		106.72
	1417373	12/30/2015	CUST#138777 TONER FOR ANIMAL CONTROL		201.93
	1375591	09/01/2015	CUST#138777 TONER FOR ANIMAL CONTROL		201.93
	1364212	08/04/2015	Finance Office Supplies-Blanket		22.67
Check	03/21/2016	275810 Accounts Payable	ZIONS FIRST NATIONAL BANK		62,586.21
	Invoice	Date	Description		Amount
	022616	02/26/2016	ACCT#001-00539-3677931-9001		62,586.21
Check	03/21/2016	275811 Accounts Payable	CULPEPPER , SASHA		225.00
	Invoice	Date	Description		Amount
	2016-00002101	10/23/2015	WITNESS STATE VS CULPEPPER TRAVEL		225.00
Check	03/21/2016	275812 Accounts Payable	IHLI , ANNETTA		275.00
	Invoice	Date	Description		Amount
	2016-00002102	10/22/2015	WITNESS STATE VS CULPEPPER TRAVEL		275.00
Check	03/21/2016	275813 Accounts Payable	Kane , Thomas		100.00
	Invoice	Date	Description		Amount
	2016-00002091	03/10/2016	Refund of Death Dert Fees not printed		100.00
Check	03/21/2016	275814 Accounts Payable	Kinney , Carl		60.00
	Invoice	Date	Description		Amount
	2016-00002092	03/15/2016	Nuerer Refunds for A022943 & A022942		60.00
Check	03/21/2016	275815 Accounts Payable	KULAK , KATIE		215.87
	Invoice	Date	Description		Amount
	030716	03/07/2016	WITNESS TRAVEL REIMBURSEMENT CR2-14-274		215.87
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 88		$528,880.97

Checks: 88 $528,880.97

*****Gila County*****

Void Payment Post Listing

Type	Number	Issue Date	Status	Void Reason	Void Date	Source	Payee	Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable								
Check	275637	03/14/2016	Voided	Other Void	03/17/2016	Accounts Payable	COPPER VALLEY RELAY FOR LIFE	2,500.00
Total Voided Transactions:		1						$2,500.00

No Payroll Activity

Credit Card
Transaction Summary

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 03/28/2016 12:04:59 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '03/14/2016' AND '03/20/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
4IMPRINT	1	$238.09		$0.00	1	$238.09
ACE HARDWARE		$0.00	1	($5.45)	1	($5.45)
ACE HDWE.	14	$777.26	1	($38.00)	15	$739.26
ACE UNIFORMS OF PHOENI	1	$97.73		$0.00	1	$97.73
ADOBE *PHOTOGPHY PLAN	1	$10.85		$0.00	1	$10.85
AGAINST ABUSE	3	$200.00		$0.00	3	$200.00
AKDHC CBO	1	$30.00		$0.00	1	$30.00
AMAZON MKTPLACE PMTS	9	$828.46		$0.00	9	$828.46
AMAZON.COM	5	$569.36		$0.00	5	$569.36
AMERICAN 0017199842919	1	$308.20		$0.00	1	$308.20
AQUARIUS RESERVATIONS	2	$78.38		$0.00	2	$78.38
ARIZONA FLOODPLAIN MAN	1	$50.00		$0.00	1	$50.00
AUTOZONE #2715	1	$19.59		$0.00	1	$19.59
AZ STATE CAPITL MUSEUM	1	$55.97		$0.00	1	$55.97
BACTRACK.COM	1	$74.97		$0.00	1	$74.97
BAKERS OFFICE CITY	1	$9.72		$0.00	1	$9.72
BELL FORD INC	1	$7.30		$0.00	1	$7.30
BESTBUYCOM782967026748	1	$346.43		$0.00	1	$346.43
BLUEDOG INK.COM	1	$67.94		$0.00	1	$67.94
BROCK SUPPLY CO	2	$383.70		$0.00	2	$383.70
BUFFALO WILD WINGS 052	1	$52.90		$0.00	1	$52.90
CAREFREE RESORT AND CO	1	$416.84		$0.00	1	$416.84
CASH WELLS FARGO C/A #	2	$132.26		$0.00	2	$132.26
CBI*NITRO PDF	1	$64.99		$0.00	1	$64.99

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Transaction Summary by Parent Merchant

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Selection Criteria: Post Date Is Between '03/14/2016' AND '03/20/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
CENTEROWEST	1	$70.00		$0.00	1	$70.00
CHAPMAN AUTO CENTER	1	$14.31		$0.00	1	$14.31
CHARM-TEX	2	$282.60		$0.00	2	$282.60
CHEAPPENS.COM	1	$90.00		$0.00	1	$90.00
CHEVRON 0210571	1	$27.32		$0.00	1	$27.32
CHILI'S PAYSON	2	$30.41		$0.00	2	$30.41
COPPER HILLS INN	2	$293.49		$0.00	2	$293.49
DAIRY QUEEN	1	$17.41		$0.00	1	$17.41
DATABANK	1	$36.77		$0.00	1	$36.77
DAYS INN & SUITES OF P	1	$79.60		$0.00	1	$79.60
DC TRAINING - CORPORAT	1	$99.00		$0.00	1	$99.00
DC VIP CAB	1	$19.01		$0.00	1	$19.01
DEK AUTO PARTS LLC	9	$549.24		$0.00	9	$549.24
DEL TACO #878	3	$13.86		$0.00	3	$13.86
DELL SALES & SERVICE	1	$313.59		$0.00	1	$313.59
DIAL CAB CO.	1	$16.19		$0.00	1	$16.19
DMI* DELL BUS ONLINE	1	$306.22		$0.00	1	$306.22
DRURY INNS	1	$482.72		$0.00	1	$482.72
ELDER'S CREATIONS	1	$18.12		$0.00	1	$18.12
EMPIRE INTERNET PARTS	7	$494.28		$0.00	7	$494.28
EREPLACEMENTPARTS.COM	1	$12.93		$0.00	1	$12.93
FAMILY DOLLAR #5102	1	$8.85		$0.00	1	$8.85
FARGO'S STEAKHOUSE	1	$58.11		$0.00	1	$58.11
FIESTA BUSINESS PRODUC	1	$37.28		$0.00	1	$37.28

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Selection Criteria: Post Date Is Between '03/14/2016' AND '03/20/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
FLAGSTAFF BONE & JOINT	1	$60.00		$0.00	1	$60.00
FRY'S.COM	1	$8.91		$0.00	1	$8.91
FRYS-FOOD-DRG #109	4	$147.38		$0.00	4	$147.38
GETTY IMAGES	1	$107.51		$0.00	1	$107.51
GIANT #6634	2	$62.05		$0.00	2	$62.05
GIANT CAR WASH #62	1	$12.00		$0.00	1	$12.00
GLOBE MVD/CDL/ENF	1	$9.00		$0.00	1	$9.00
GOLDEN DRAGON	1	$11.50		$0.00	1	$11.50
GREEN LEAF & BANANA 1	1	$8.42		$0.00	1	$8.42
HITCH TAXI DC	1	$16.09		$0.00	1	$16.09
HOLIDAYINNCASAGRANDE	3	$627.66		$0.00	3	$627.66
HOMEWOOD SUITES	5	$1,007.50		$0.00	5	$1,007.50
HOTELS.COM128300234213	1	$193.60		$0.00	1	$193.60
HP *HP HOME STORE	1	$551.64		$0.00	1	$551.64
IN *AZ PROSECUTING ATT	2	$198.00		$0.00	2	$198.00
IN *GLOVEDADDY.COM	2	$696.75		$0.00	2	$696.75
INLAND KENWORTH INC #2	1	$129.19		$0.00	1	$129.19
INTAB LLC	1	$50.18		$0.00	1	$50.18
INTERSTATE BATTERIES O	2	$235.72		$0.00	2	$235.72
JD AND JL LOCKSHOP AND	1	$40.00		$0.00	1	$40.00
KFC C183007 60330073	1	$12.14		$0.00	1	$12.14
KIMBALL MIDWEST	1	$145.44	1	($11.45)	2	$133.99
LAKE OF THE WOODS	1	$420.68		$0.00	1	$420.68
MACKS AUTO SUPPLY GLOB	9	$714.57	1	($11.87)	10	$702.70

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Orientation: Landscape

Selection Criteria: Post Date Is Between '03/14/2016' AND '03/20/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
MAJESTIC MOUNTAIN INN	3	$556.11		$0.00	3	$556.11
MCDONALD'S F5783	2	$14.24		$0.00	2	$14.24
MCSPADDEN FORD	1	$105.92		$0.00	1	$105.92
MERLE'S AUTO SUPPLY	4	$217.12		$0.00	4	$217.12
MID STATE PIPE & SUPPL	1	$198.06		$0.00	1	$198.06
MIDWAYUSA COM	1	$132.00		$0.00	1	$132.00
NATIONAL PETROLEUM	1	$199.38		$0.00	1	$199.38
NATIVE 43 - PAYSON	1	$15.53		$0.00	1	$15.53
NORTHERN ARIZONA RADIO	1	$57.25		$0.00	1	$57.25
NSC*NORTHERN SAFETY CO	1	$359.74		$0.00	1	$359.74
OASIS PRINTING	1	$96.95		$0.00	1	$96.95
OFFICE DEPOT 1135	2	$102.98		$0.00	2	$102.98
OFFICE DEPOT #1080	1	$28.50		$0.00	1	$28.50
OFFICE DEPOT #5101	20	$2,160.08		$0.00	20	$2,160.08
OLIVE GARDEN 00010959	1	$12.50		$0.00	1	$12.50
OREILLY AUTO 00027755	1	$29.31		$0.00	1	$29.31
ORIENTAL TRADING CO	1	$62.98		$0.00	1	$62.98
PALACE HEALTH MART	2	$767.57		$0.00	2	$767.57
PAYPAL *ALYSSACHEUN	1	$129.99		$0.00	1	$129.99
PAYPAL *ARIZONAASSO	1	$250.00		$0.00	1	$250.00
PAYPAL *ARIZONABUIL	1	$215.00		$0.00	1	$215.00
PAYPAL *MHA1LA	1	$89.75		$0.00	1	$89.75
PAYPAL *TAPATIOFOOD	1	$45.90		$0.00	1	$45.90
PAYPAL *TERRENCEFRE	2	$489.50		$0.00	2	$489.50

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Transaction Summary by Parent Merchant

US90037

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Orientation: Landscape

Selection Criteria: Post Date Is Between '03/14/2016' AND '03/20/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
PAYPAL *TONERPRICEC TO	1	$170.00		$0.00	1	$170.00
PAYSON CARQUEST	9	$494.31	1	($109.57)	10	$384.74
PAYSON ELECTRONICS	1	$8.68		$0.00	1	$8.68
PAYSON PACKAGING	1	$51.29		$0.00	1	$51.29
PERSONNEL SAFETY	1	$79.81		$0.00	1	$79.81
PINAL LUMBER	2	$242.48		$0.00	2	$242.48
PJ TRAILERS MANUFACTUR	1	$93.29		$0.00	1	$93.29
PROVANTAGE LLC	1	$411.02		$0.00	1	$411.02
QT 401 05004015	1	$36.05		$0.00	1	$36.05
RADISSON HOTEL YUMA	1	$109.31		$0.00	1	$109.31
SAFETY GEAR CORPORATIO	1	$203.49		$0.00	1	$203.49
SAFEWAY STORE00015362	1	$9.81		$0.00	1	$9.81
SHELL OIL 10071492002	1	$31.84		$0.00	1	$31.84
SHELL OIL 57444841902	1	$23.53		$0.00	1	$23.53
SKEDDA.COM SKEDDA PREM	1	$49.00		$0.00	1	$49.00
T L C EQUIPMENT SERVIC	1	$80.01		$0.00	1	$80.01
TAXI CAB SERVICE	1	$12.20		$0.00	1	$12.20
TAXICHARG WASHINGTONDC	1	$12.54		$0.00	1	$12.54
THE HOME DEPOT #0422	4	$169.91		$0.00	4	$169.91
THE TURQUOISE ROOM	1	$83.99		$0.00	1	$83.99
TRACTOR SUPPLY CO #201	2	$94.55		$0.00	2	$94.55
TRAVEL INSURANCE POLIC	1	$26.44		$0.00	1	$26.44
TUBAC GOLF RESORT HOTE	1	$470.10		$0.00	1	$470.10
UNITED 0162454830127	2	$535.70		$0.00	2	$535.70

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Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 03/28/2016 12:04:59 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '03/14/2016' AND '03/20/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
UNITED RENTALS #018396	1	$16.22		$0.00	1	$16.22
UPS*000000X60F10026	1	$84.39		$0.00	1	$84.39
US SPECIALTY CARE	1	$187.50		$0.00	1	$187.50
USPS 03351502733802026	1	$6.74		$0.00	1	$6.74
USPS 03617904733803438	1	$22.54		$0.00	1	$22.54
WAL-MART #1230	1	$21.73		$0.00	1	$21.73
WAL-MART #1334	2	$43.31		$0.00	2	$43.31
WAL-MART #1369	1	$88.03		$0.00	1	$88.03
WIST SUPPLY EQUIPMENT	8	$1,273.46	1	($116.86)	9	$1,156.60
WM SUPERCENTER #1230	2	$47.46		$0.00	2	$47.46
WM SUPERCENTER #1334	5	$235.68		$0.00	5	$235.68
WM SUPERCENTER #1369	2	$46.41		$0.00	2	$46.41
ZEP SALES AND SERVICE	1	$467.29		$0.00	1	$467.29
Grand Total:	**258**	**$26,034.65**	**6**	**($293.20)**	**264 Transaction(s)**	**$25,741.45**

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Gila County, Arizona

Weekly Expenditure Report
(7 March – 13 March 2016)

Gila County Finance Department

Gila County Finance Department

Weekly Expenditure Report

(7 March - 13 March 2016)

Accounts Payable Expenditures

AP Expenditure Type	Payee/Description		Amount	Comment
Special Check Run	Arizona Water Company	$	1,385.11	*Batch Date 3/7/16*
Special Check Run	Payson Senior Center	$	30,000.00	*Batch Date 3/7/16*
Special Check Run	Payson Senior Center	$	20,000.00	*Batch Date 3/7/16*
Regular Weekly AP Check Run	Various Payees - 123 Checks	$	680,061.07	*Batch Date 3/14/16*
		$	-	
	Gross AP Expenditures:	**$**	**731,446.18**	
Void - Check # 275483	Arizona Water Company	$	1,383.49	*Wrong Amount*
Void - Check # 275541	Payson Senior Center	$	50,000.00	*2 separate checks needed*
Void - Check #		$	-	
	Less Voided Payments:	$	51,383.49	
	Net AP Expenditures:	**$**	**680,062.69**	

AP Reference Only	Payee/Description		Amount	Comment
Void #/ Reissue #		$	-	
Void #/ Reissue #		$	-	
Void #/ Reissue #		$	-	

Payroll Expenditures

Payroll Expenditure Type	Payee/Description		Amount	Comment
Regular Payroll	Direct Deposit Payments	$	550,692.96	
Regular Payroll	Paper Checks	$	25,951.55	
Employer Taxes	Social Security and Medicare	$	65,443.55	
Withholdings / Deductions	Employee Withholdings / Deductions	$	323,310.32	
Benefits	Retirement, Health Insurance, etc.	$	304,876.03	
	Sub-total Payroll Expenditures:	**$**	**1,270,274.41**	
Payroll - Hand Issue	Tracey J. Helgeson	$	1,010.57	
Payroll - Hand Issue		$	-	
Employer Taxes	Social Security and Medicare	$	95.17	
Withholdings / Deductions	Employee Withholdings / Deductions	$	439.06	
Benefits	Retirement, Health Insurance, etc.	$	543.61	
	Sub-total Hand Issue Payroll Expenditures:	$	2,088.41	
	Total Payroll Expenditures:	**$**	**1,272,362.82**	

Payroll Reference Only	Payee/Description		Amount	Comment
Void #275574	*JP Morgan ACH*	*$*	*550,692.96*	*Electronic Transaction*

Summary of Expenditures

Net Accounts Payable Expenditures:	$	680,062.69
Total Payroll Expenditures:	$	1,272,362.82
Total Accounts Payable & Payroll Expenditures:	**$**	**1,952,425.51**

Credit Card Charges

Transaction	Merchant		Amount	*Comment*
315 Transactions 7 Mar - 13 Mar 2016	*Various Merchants*	*$*	*34,468.17*	*Payment Due: April 2016*

(7 Mar 2016) AW

Accounts Payable

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 03/07/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	03/07/2016	275571 Accounts Payable	ARIZONA WATER COMPANY		1,385.11

Invoice	Date	Description	Amount
0224160912801053	02/24/2016	091-28-01053-1 745 N ROSE MOFFORD	194.67
0224160912801052	02/24/2016	091-28-01052-1 BESICH ROAD/SHOP	199.66
0224160912801042	02/24/2016	ACCT#091-28-01042-1 725 ROSE MOFFORD WAY	29.91
0223160912801043	02/23/2016	091-28-01043-1 745 N ROSE MOFFORD WAY	29.91
0223160912801090	02/23/2016	091-28-01090-1 LANDFILL SCALES RUSSELL GULCH	59.66
0223160912801085	02/23/2016	091-28-01085-1 ROADS DEPTS & SOLID WASTE	236.38
0223160912801054	02/23/2016	0912-28-01054-1 1001 W BESICH BLVD	605.01
223160912801044	03/07/2016	091-28-01044-1 AUTO EQUIP & ROADS OFFICES	29.91

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/07/2016	275572 Accounts Payable	PAYSON SENIOR CENTER		30,000.00

Invoice	Date	Description	Amount
012516PSC1	01/25/2016	DIST 1 CONTRIBUTION MEALS ON WHEELS	30,000.00

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/07/2016	275573 Accounts Payable	PAYSON SENIOR CENTER		20,000.00

Invoice	Date	Description	Amount
012516PSCE1	01/25/2016	DIST 1 CONTRIBUTION TRANSPORTATION SENIOR EXPRESS	20,000.00

JP Morgan AP JP Morgan Accounts Payable Totals: Transactions: 3 $51,385.11

Checks: 3 $51,385.11

3-28-16

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 03/14/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	03/14/2016	275603 Accounts Payable	ACTION AUTOMOTIVE & TOWING LLC		79.00
	Invoice	Date	Description		Amount
	16203	12/10/2015	07 FORD FUSION SILVER NO PLATE TO IMPOUND YARD		79.00
Check	03/14/2016	275604 Accounts Payable	ALLIANT GAS LLC		960.00
	Invoice	Date	Description		Amount
	22801	02/29/2016	ACCT#008223000 HH#3968		480.00
	22803	02/29/2016	ACCT#00043900 HH#9554		480.00
Check	03/14/2016	275605 Accounts Payable	ALLINSON , MISTY		47.00
	Invoice	Date	Description		Amount
	010816ALLINSONM	01/08/2016	EE MISTY ALLINSON JAN TRAVEL REIMBURSEMENT		47.00
Check	03/14/2016	275606 Accounts Payable	AMERIPRIDE LINEN AND APPAREL SERVICES		50.88
	Invoice	Date	Description		Amount
	1700535390	02/23/2016	Floor mat service at PW Administration Building		50.88
Check	03/14/2016	275607 Accounts Payable	ARIZONA DEPARTMENT OF ADMINISTRATION		2,776.04
	Invoice	Date	Description		Amount
	022916	02/29/2016	FEB 2016 RISK MANAGEMENT RMS#889		2,776.04
Check	03/14/2016	275608 Accounts Payable	ARIZONA PUBLIC SERVICE		3,465.00
	Invoice	Date	Description		Amount
	22799	02/25/2016	ACCT#193468281 HH#10635		250.00
	22800	02/26/2016	ACCT#087725281 HH#9812		575.00
	22802	02/29/2016	ACCT#810008288 HH#3968		102.00
	22804	02/29/2016	ACCT#970568287 HH#8173		325.00
	22806	02/29/2016	ACCT#288458289 HH#10636		400.00
	23480	03/01/2016	ACCT#552368289 HH#10638		250.00
	23481	03/01/2016	ACCT#611950281 HH#9786		56.00
	23484	03/02/2016	ACCT#559897289 HH#9772		250.00
	23487	03/02/2016	ACCT#135952289 HH#9583		298.00
	23488	03/02/2016	ACCT#800760286 HH#6010		174.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 03/14/2016

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	23491		03/02/2016	ACCT#128358282 HH#2010		98.00
	23493		03/03/2016	ACCT#295358285 HH#8277		216.00
	23499		03/08/2016	ACCT#417336281 HH#9261		72.00
	23500		03/04/2016	ACCT#420038289 HH#10215		399.00
Check	03/14/2016	275609 Accounts Payable		ARIZONA PUBLIC SERVICE		36,879.54
	Invoice		Date	Description		Amount
	030316184801280		03/03/2016	ACCT#184801280		36,392.20
	030416727700280		03/04/2016	727700280 BEELINE/PINE HWY		147.81
	030716473510284		03/07/2016	473510284 VERDE PARK SLID		339.53
Check	03/14/2016	275610 Accounts Payable		ARIZONA SILVER BELT		5,280.23
	Invoice		Date	Description		Amount
	65931		02/03/2016	CUST#101605 CANDIDATE PACKETS ENGLISH		270.00
	65932		02/03/2016	CUST#101605 CANDIDATE PACKETS SPANISH		270.00
	65933		02/03/2016	CUST#101605 CANDIDATE PACKETS ENGLISH		118.80
	65934		02/03/2016	CUST#101605 CANDIDATE PACKETS SPANISH		118.80
	66060		02/10/2016	CUST#101605 SOLITUDE TRAILS WAT		66.00
	66061		02/10/2016	CUST#101605 VOTING EQUIP TEST		8.80
	65939		02/03/2016	Humane Resource		13.87
	66062		02/10/2016	Humane Resource		13.87
	66152		02/17/2016	Humane Resource		17.95
	66237		02/24/2016	Humane Resource		17.95
	66150		02/17/2016	CUST#101689 TAX LIEN SALE		4,241.16
	030416		03/04/2016	SHERIFF DEPARTMENT #46 PO BOX 311		42.25
	66236		02/24/2016	CUST#104168 SEIZURE RANGEL		80.78
Check	03/14/2016	275611 Accounts Payable		ARIZONA STATE TREASURER		110.00
	Invoice		Date	Description		Amount
	030116ABOUSALEHR		03/01/2016	RAHIL ABOU SALEH REGISTERED SANITARIAN EXAM		110.00
Check	03/14/2016	275612 Accounts Payable		ARIZONA SUPREME COURT		39,500.00
	Invoice		Date	Description		Amount
	2016-00001347		02/18/2016	ACAP CHGBACK 1/1/16-6/30/16 CUST#1040 PAYSON MUNICIPAL COURT		1,125.00
	2016-00001346		02/18/2016	ACAP CHGBACK 1/1/16-6/30/16 CUST#1041 PAYSON JUSTICE COURT		6,375.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/14/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	2016-00001311	02/18/2016	ACAP CHG BACK 1/1/16-6/30/16 CUST#1031		32,000.00
Check	03/14/2016	275613 Accounts Payable	BERRYHILL , ALBERTA R		400.00
	Invoice	Date	Description		Amount
	23314	01/11/2016	Rent Eviction Miller Rd HH#10591		400.00
Check	03/14/2016	275614 Accounts Payable	BEST BUY		486.66
	Invoice	Date	Description		Amount
	2190008	01/27/2016	TV, Mount, Chromecast		486.66
Check	03/14/2016	275615 Accounts Payable	BINNEY , MATHEW		63.90
	Invoice	Date	Description		Amount
	030316	03/03/2016	Reimbursement - Uniform Purchase		63.90
Check	03/14/2016	275616 Accounts Payable	BLUELINE SERVICES		122.00
	Invoice	Date	Description		Amount
	25118	02/29/2016	Drug Screenings		122.00
Check	03/14/2016	275617 Accounts Payable	BOSE PUBLIC AFFAIRS GROUP		18,036.22
	Invoice	Date	Description		Amount
	645413	03/04/2016	Federal Relations Services and Support		18,036.22
Check	03/14/2016	275618 Accounts Payable	BURK , STEVEN E		8,816.88
	Invoice	Date	Description		Amount
	30016	03/01/2016	Provide Indegent Legal Counsel In Gila County		5,832.34
	FEB2016	02/01/2016	Travel for Dependency Feb2016		384.54
	SBJD201600006YR1	03/02/2016	Appointment - Dili		1,000.00
	SBJD201600007YR1	03/02/2016	Appointment - Molina		1,000.00
	SBJD201500004YR2	03/02/2016	Cont. REpresentation Herrera		300.00
	SBJD201500003YR2	03/02/2016	Representation - Mata		300.00
Check	03/14/2016	275619 Accounts Payable	BUSH HOLDING COMPANY INC		1,531.23
	Invoice	Date	Description		Amount
	874451	02/10/2016	Health Department Furniture		1,531.23
Check	03/14/2016	275620 Accounts Payable	BYRUM , SUSAN		2,089.40
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/14/2016

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	030716		03/07/2016	SV2012-012 Appeal Severance		80.60
	030316		03/07/2016	CR2013-464 Davies Appeal Transcript Jury		1,178.80
	030316Diem		03/07/2016	Per Diem Srvcs 030116-030216		830.00
Check	03/14/2016	275621 Accounts Payable		CABLE ONE		3,752.13
	Invoice		Date	Description		Amount
	030116-105639405		03/01/2016	105639405/Community Services		3,752.13
Check	03/14/2016	275622 Accounts Payable		CABLE ONE		376.36
	Invoice		Date	Description		Amount
	030116-105529168		03/01/2016	Acct. No. 105529168		149.87
	030116-105627525		03/01/2016	Acct No. 105627525		226.49
Check	03/14/2016	275623 Accounts Payable		CAMPBELL , SHAWN T		50.00
	Invoice		Date	Description		Amount
	08042015		08/04/2015	Travel REimbursement 080315-080415		50.00
Check	03/14/2016	275624 Accounts Payable		CANYON COUNTRY DESIGNS INC		4,568.70
	Invoice		Date	Description		Amount
	022916		02/29/2016	Consulting and Architectural Services for Various Buildings in		4,568.70
Check	03/14/2016	275625 Accounts Payable		CANYON STATE OIL		8,375.76
	Invoice		Date	Description		Amount
	0540596-IN		03/07/2016	Fuel @ Star Valley		442.59
	0540925-IN		03/04/2016	Fuel @ Star Valley		4,600.02
	0540911-IN		03/07/2016	Fuel @ Tonto Basin		3,333.15
Check	03/14/2016	275626 Accounts Payable		CDW GOVERNMENT INC		643.61
	Invoice		Date	Description		Amount
	BDF6062		11/10/2015	Cisco ASA 5506-X w/FIREPOWER SVC		643.61
Check	03/14/2016	275627 Accounts Payable		CENGAGE LEARNING INC		250.95
	Invoice		Date	Description		Amount
	57589301		02/19/2016	Wheeler Western 5		103.90
	57676297		03/02/2016	Basic 6		147.05
Check	03/14/2016	275628 Accounts Payable		CENTURYLINK		1,074.80

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/14/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	9284681671021616	02/16/2016	Serv For 928-468-1671-025B		167.55
	9284681124021616	02/16/2016	Serv For 928-468-1124 Courts EIS		127.85
	9284686881021616	02/16/2016	Serv For 928-468-6881		101.25
	9284253854012216	01/22/2016	Serv for 928-425-3854		33.47
	9284253854022216	02/22/2016	Serv For 928-425-3854		33.47
	9284744155022216	02/22/2016	Serv For 928-474-4155		38.45
	9284688963021616	02/16/2016	Serv For 928-468-8963-436B		62.21
	9284681106021616	02/16/2016	Serv For 928-468-1106-371B		98.72
	928468805602116	02/16/2016	Serv For 928-468-8056-725B		40.47
	9284746128022816	02/28/2016	SERV FOR 928-474-6128		36.87
	9284258254022816	02/28/2016	Serv For 928-425-8254		55.39
	9284745341022816	02/28/2016	SERV FOR ACCT# 928-474-5341		40.75
	9284747100022816	02/28/2016	Serv For 928-474-7100		198.57
	9284253747022816	02/28/2016	CENTURY LINK 928 425 3747 167B		39.78
Check	03/14/2016	275629 Accounts Payable	CERTIFIED BICYCLE		803.44
	Invoice	Date	Description		Amount
	03012016	03/01/2016	Bike Parts		803.44
Check	03/14/2016	275630 Accounts Payable	CHAMBERS , BRYAN B		289.17
	Invoice	Date	Description		Amount
	02292016	02/29/2016	Travel REimbursement for Feb		289.17
Check	03/14/2016	275631 Accounts Payable	CHENEY , BETHANY G		370.83
	Invoice	Date	Description		Amount
	021616CHENEYB	02/16/2016	EE BETHANY CHENEY FEB TRAVEL REIMBURSEMENT		108.12
	022416CHENCYB	02/24/2016	EE BETHANY CHENEY FEB TRAVEL REIMBURSEMENT		262.71
Check	03/14/2016	275632 Accounts Payable	CHRISTINA APARTMENTS LTD PARTNERSHIP		374.00
	Invoice	Date	Description		Amount
	23477	03/01/2016	276 S PROSPECT #17 HH#9611		374.00
Check	03/14/2016	275633 Accounts Payable	CINTAS FIRST AID & SAFETY		818.40
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/14/2016

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	0D53111511		02/22/2016	Fire Extinguisher Inspection- Guererro Bldg		25.00
	0D53111507		02/22/2016	Fire Extinguisher Inspection - Public Works		25.00
	OD53111500		02/22/2016	Fire Extinguisher Inspection- Finance		262.50
	0D53111502		02/22/2016	Fire Extinguisher Inspection- Sign Shop		139.70
	0D53111506		02/22/2016	Fire Extinguisher Inspection- Central Heights		143.75
	0D53111732		02/22/2016	Fire Extinguisher Inspection - Fairgrounds		166.20
	0D53111509		02/22/2016	Fire Extinguisher Inspection-		37.50
	0D53111503		02/22/2016	Fire Extinguisher Inspection- SO ADmin		18.75
Check	03/14/2016	275634 Accounts Payable		CITY OF GLOBE		4,197.02
	Invoice		Date	Description		Amount
	022916-13153001		02/29/2016	Globe Water Act# 13.1530.01		39.57
	930501-022916		02/29/2016	Water for Act#9.3050.01		46.01
	022916-9386001		02/29/2016	Globe Water Act# 9.3860.01		79.04
	022916-13143001		02/29/2016	Globe Water Act# 13.1430.01		20.11
	022916-15119001		02/29/2016	Comm. Srvs Act# 15.1190.01		50.36
	022916-13180001		02/29/2016	Water Fairgrounds Enterance Act# 13.1800.01		59.79
	022616-13176001		02/29/2016	Globe Water Act# 13.1760.01		33.06
	022916-9207001		02/29/2016	Globe Water Act# 9.2070.01		134.93
	122916-7464001		02/29/2016	Water for Act#7.4640.01		99.41
	022916-13155001		02/29/2016	Globe Water Act# 13.1550.01		24.31
	022916-9304001		02/29/2016	Globe Water Act# 9.3040.01		20.11
	022916-9255001		02/29/2016	Globe Water Act# 9.2550.01		151.29
	022916-9254001		02/29/2016	Globe Water Act# 9.2540.01		3,095.59
	022916-9208001		02/29/2016	Globe Water Act# 9.2080.01		214.40
	022916-5161001		02/29/2016	Water for Act#5.1610.01		59.67
	022916-1364001		02/29/2016	GLobe Water Act# 1-3640.01		69.37
Check	03/14/2016	275635 Accounts Payable		CNS BUSINESS FORMS INC		12,583.56
	Invoice		Date	Description		Amount
	5157		02/15/2016	Mailing Affidavits / Outgoing Envelopes for Elections		12,583.56
Check	03/14/2016	275636 Accounts Payable		COMMUNITY ANTI-DRUG COALITIONS OF AMERICA		2,750.00
	Invoice		Date	Description		Amount
	07212016		03/10/2016	5- Registration Fee's		2,750.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/14/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/14/2016	275637 Accounts Payable	COPPER VALLEY RELAY FOR LIFE		2,500.00
	Invoice	Date	Description		Amount
	03042016	03/04/2016	District 2 Contribution Relay 051316		1,250.00
	030416	03/04/2016	DISTRICT 3 CONTIRB RELAY FOR LIFE FO COPPE VALLEY 5/13/16		1,250.00
Check	03/14/2016	275638 Accounts Payable	COPPERNET SYSTEM INC		69.95
	Invoice	Date	Description		Amount
	137444	03/01/2016	COPPERNET 1658270		69.95
Check	03/14/2016	275639 Accounts Payable	COX COMMUNICATIONS		427.35
	Invoice	Date	Description		Amount
	022716-001850115	02/27/2016	COX 011 8501 153535802		427.35
Check	03/14/2016	275640 Accounts Payable	CREDIT CARD REVOLVING FUND		42,589.69
	Invoice	Date	Description		Amount
	022916ARNEYS	02/01/2016	SAMSON ARNEY FEB STMT FOR JAN CHGS		792.26
	022616SANDERSS	02/01/2016	STEVE SANDERS FEB STMT FOR JAN CHGS		171.71
	022616LISTIAKS	02/01/2016	SHARON LISTIAK FEB STMT FOR JAN CHGS		508.72
	022616GRIFFINJ	02/01/2016	JACQUE GRIFFIN FEB STMT FOR JAN CHGS		70.67
	022616VALENZUELG	02/01/2016	GABRIEL VALENZUELA FEB STMT FOR JAN CHGS		1,008.10
	022616BOYERS	02/01/2016	SHANNON BOYER FEB STMT FOR JAN CHGS		262.51
	022616WINTERSS	02/01/2016	SHARON WINTERS FEB STMT FOR JAN CHGS		531.00
	022616EPPERSONA	02/01/2016	ARTHUR EPPERSON FEB STMT FOR JAN CHGS		824.77
	022616PRATERN	02/01/2016	NOREEN PRATER FEB STMT FOR JAN STMT		3,178.36
	URSIN-ZACHARYD	02/01/2016	DEEADRA URSIN-ZACHARY FEB STMT FOR JAN CHGS		563.52
	022616PADGETTP	02/01/2016	PENNI PADGETT FEB STMT FOR JAN CHGS		1,784.45
	022616CHARLESK	02/01/2016	KEITH CHARLES FEB STMT FOR JAN CHGS		134.53
	012916MATAC	01/04/2016	CLARISSA MATRA JAN STMT FOR DEC CHGS		1,119.91
	022616BEARUPJ	02/01/2016	JONATHAN BEARUP FEB STMT FOR JAN CHGS		372.18
	022616BROOKSC	02/01/2016	CLAUDIA BROOKS FEB STMT FOR JAN CHGS		134.95
	022616CHAMBERSB	02/01/2016	BRYAN CHAMBERS FEB STMT FOR JAN CHGS		325.00
	022616DUARTER	02/01/2016	RUBEN DUARTE FEB STMT FOR JAN CHGS		164.60
	022616DUARTEC	02/01/2016	CHRISTINE DUARTE FEB SMT FOR JAN CHGS		(390.00)
	022616ROOTJ	02/01/2016	JOHN ROOT FEB STMT FOR JAN CHGS		12.00
	03012016CHAIDEZ	03/01/2016	Feb Chrgs Mar Stmnt Stephanie Chaidez		114.94

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/14/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	03012016HURST	03/01/2016	Feb Chrgs March Stmnt Betty Hurst		626.60
	022616MCPHERSONS	02/01/2016	SHELLEY MCPHERSON FEB STMT FOR JAN CHGS		1,545.00
	022616COOKJ	02/01/2016	JANICE COOK FEB STMT FOR JAN CHGS		43.51
	022616FEEZORK	02/01/2016	KRISTINE FEEZOR FEB STMT FOR JAN CHGS		7.14
	022616GANNM	02/01/2016	MARK GANN FEB STMT FOR JAN CHGS		73.02
	022616HOLMESJ	02/01/2016	JOHNNY HOLMES FEB STMT FOR JAN CHGS		16.75
	022616JOHNSONM	02/01/2016	MICHAEL JOHNSON FEB STMT FOR JAN CHGS		931.17
	022616FANEJ	02/01/2016	JOANN FANE FEB STMT FOR JAN CHGS		897.83
	022616HUGHESD	02/01/2016	DEBORAH HUGHES FEB STMT FOR JAN CHGS		3,749.25
	02012016BALTZ	02/01/2016	Jan Chgs Feb Stmt Karen Baltz		537.08
	02012016BAXLEYA	02/01/2016	Jan Chrgs Feb Stmt Amelia Baxley		181.54
	02012016BINGHAM	02/01/2016	Jan Chrgs Feb Stmnt Sadie Bingham		120.47
	02012016CARLSON	02/01/2016	Jan Chrgs Feb Stmt William Carlson		42.53
	12012016DALMOLIN	12/02/2016	Nov Chrgs Dec Stmnt B Dalmolin		139.00
	12022016FOLAU	12/02/2016	Jan Chrgs Feb Stt O. Folau		220.00
	02012016FRANCE	02/01/2016	Jan Chrgs Feb Stmnt John France		1.38
	02012016HOML	02/01/2016	Jan CHrgs Feb Stmnt Linda Hom		1,354.35
	02012016HORNUNG	02/01/2016	Jan CHrgs Feb Stmt David Hornung		37.82
	02012016MANCHA	02/01/2016	Jan Chrgs Feb Stmnt Ruben Mancha		115.85
	02012016MARCANTI	02/01/2016	Jan Chrgs Feb Stmnt John Marcanti		181.23
	02012016MCKEEN	02/01/2016	Jan Chrgs Feb Stmt Dan Mckeen		319.91
	02012016NAVARRO	02/01/2016	Jan Chrgs Feb Stmnt Mary Navarro		305.29
	012916DUARTEC	01/04/2016	CHRISTINE DUARTE JAN STMT FOR DEC CHGS		2,273.71
	022616ROMEROB	02/01/2016	BARBARA ROMERO FEB STMT FOR JAN CHGS		824.80
	022616CHAVEZS	02/01/2016	SARAH CHAVEZ FEB STMT FOR JAN CHGS		1,849.75
	022616STRATTONK	02/01/2016	KAYCEE STRATTON FEB STMT FOR JAN CHGS		1,686.37
	012916THOMPSONK	01/04/2016	KEITH THOMPSON JAN STMT FOR DEC CHGS		265.13
	022616SOLBERGT	02/01/2016	TERRY SOLBERG FEB STMT FOR JAN CHGS		168.33
	022616SANCHEZJ	02/01/2016	JOHNNY SANCHEZ FEB STMT FOR JAN CHGS		52.00
	012916PRINED	01/04/2016	DORINE PRINE JAN STMT FOR DEC CHGS		374.51
	022616TURNEYC	02/01/2016	CHUCK TURNEY FEB STMT FOR JAN CHGS		900.40
	022616TRIMBLEL	02/01/2016	LYNN D TRIMBLE FEB STMT FOR JAN CHGS		339.59
	022616RUTHERFORD	02/01/2016	NANCY RUTHERFORD FEB STMT FOR JAN CHGS		1,554.02
	022616SLUYTERC	02/01/2016	CHERYL SLUYTER FEB STMT FOR JAN CHGS		688.89
	022616TURNERC	02/01/2016	CAROLINE TURNER FEB STMT FOR JAN CHGS		4,977.16

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Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/14/2016

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
			02/01/2016	ESTHER RIOS FEB STMT FOR JAN CHGS		2,191.63
	022616SHORTL		02/01/2016	LAURA SHORT FEB STMT FOR JAN CHGS		728.62
	022616WEAVERN		02/01/2016	NICOLE WEAVER FEB STMT FOR JAN CHGS		583.88
Check	03/14/2016	275641 Accounts Payable		DEASE , IONA		240.00
	Invoice		Date	Description		Amount
	02262016		02/26/2016	Independent Practitioner Juvenile Justice Services		240.00
Check	03/14/2016	275642 Accounts Payable		DJ'S COMPANIES INC		294.21
	Invoice		Date	Description		Amount
	16-578		02/01/2016	Copper Roads Department Portable Toilets		196.14
	16-577		02/01/2016	Fairgrounds/Porta-Jons		98.07
Check	03/14/2016	275643 Accounts Payable		DOUGLAS A. BERGSTROM, Ph.D., PLLC		325.00
	Invoice		Date	Description		Amount
	02242016		02/24/2016	PreEmployment Psychological Screening		325.00
Check	03/14/2016	275644 Accounts Payable		DURHAM COMMUNICATIONS INC		638.00
	Invoice		Date	Description		Amount
	46460		03/07/2016	Repair Communications Equip.		638.00
Check	03/14/2016	275645 Accounts Payable		EARTH MOVER TIRE SALES INC		2,586.20
	Invoice		Date	Description		Amount
	28948		03/03/2016	Copper Fleet passenger tires for 2015-2016		1,514.95
	28946		03/03/2016	Copper Fleet passenger tires for 2015-2016		428.02
	28947		03/03/2016	Copper Fleet passenger tires for 2015-2016		643.23
Check	03/14/2016	275646 Accounts Payable		EMPIRE CAT		44,528.16
	Invoice		Date	Description		Amount
	EMWK2408322		02/18/2016	Emergency Repair-Engine Overhaul on Caterpillar D7R Crawler		44,528.16
Check	03/14/2016	275647 Accounts Payable		EMPIRE MACHINERY COMPANY		109.50
	Invoice		Date	Description		Amount
	EMWK2395441		12/31/2015	Recondition Power Shift Transmission (Paying Difference from Pro		109.50
Check	03/14/2016	275648 Accounts Payable		EXPERIAN		32.00
	Invoice		Date	Description		Amount

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Batch Date: 03/14/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	CD1611000735	02/26/2016	Monthly Subscriber Services		32.00
Check	03/14/2016	275649 Accounts Payable	FABOK , GLINDA S		341.80
	Invoice	Date	Description		Amount
	03032016	03/03/2016	Travel Reimbursement 030116-030316		122.40
	815	03/02/2016	Transcripts St vs. Spurgeon		67.50
	816	03/08/2016	SV2015-0012 Appeal		151.90
Check	03/14/2016	275650 Accounts Payable	FEDEX		34.26
	Invoice	Date	Description		Amount
	5-339-22862	03/03/2016	Shipping Through 030316		34.26
Check	03/14/2016	275651 Accounts Payable	FISCHIONE , MARK A		16,590.00
	Invoice	Date	Description		Amount
	MARCH2016	03/01/2016	Medical Examiner Services		16,590.00
Check	03/14/2016	275652 Accounts Payable	FOLAU , OULONO		100.00
	Invoice	Date	Description		Amount
	02122016	02/12/2016	Travel REimbursement 020816-021216		100.00
Check	03/14/2016	275653 Accounts Payable	FOWLER , LORRAINE		10.00
	Invoice	Date	Description		Amount
	030116	03/01/2016	Reimbursement for Car Wash		10.00
Check	03/14/2016	275654 Accounts Payable	GILA COUNTY TREASURER		3,986.90
	Invoice	Date	Description		Amount
	03082016	03/08/2016	Jury Reimbursements		3,986.90
Check	03/14/2016	275655 Accounts Payable	GLOBE EXTERMINATORS		220.00
	Invoice	Date	Description		Amount
	PC422616GCCHF	02/26/2016	Extermination @ Central Heights Facility		135.00
	PC422616GCWO	02/26/2016	Extermination @ WIC		30.00
	GCJDC21616	02/16/2016	Extermination @ Detention		55.00
Check	03/14/2016	275656 Accounts Payable	GLOBE SHINING TIMES CARWASH		18.00
	Invoice	Date	Description		Amount

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	03022016	03/02/2016	Carwash Expence for CA Feb		18.00
Check	03/14/2016	275657 Accounts Payable	GREAT AMERICA LEASING CORPORATION		511.41
	Invoice	Date	Description		Amount
	18364839	02/25/2015	BizHub 454e Payson/ BizHub C554e Globe Clerk of the Court		511.41
Check	03/14/2016	275658 Accounts Payable	GRICE , ROSE MARY		40.00
	Invoice	Date	Description		Amount
	03072016	03/07/2016	CR2016-095 Apocaca		40.00
Check	03/14/2016	275659 Accounts Payable	GUTHREY , BARBARA		67.50
	Invoice	Date	Description		Amount
	03282016	03/08/2016	Travel Cash Advance 032816-033116		67.50
Check	03/14/2016	275660 Accounts Payable	HESSENIUS , JEFFREY V		63.90
	Invoice	Date	Description		Amount
	02192016	02/19/2016	Travel Reimbursement 021716-021916		63.90
Check	03/14/2016	275661 Accounts Payable	HILLYARD FLOOR CARE FLAGSTAFF		242.02
	Invoice	Date	Description		Amount
	601974463	02/23/2016	Paper Towel for Facilities		45.91
	601974464	02/23/2016	Janitorial Supplies & Equipment for Northern Gila County		196.11
Check	03/14/2016	275662 Accounts Payable	HOBSON , RICHARD D		45.00
	Invoice	Date	Description		Amount
	02252016	02/25/2016	Travel Reimbursement 022416-022516		45.00
Check	03/14/2016	275663 Accounts Payable	HORIZON HUMAN SERVICES		315.00
	Invoice	Date	Description		Amount
	03042016	03/04/2016	District 2 Donation - Hats off Champange Brunch		315.00
Check	03/14/2016	275664 Accounts Payable	HUMANE SOCIETY OF CENTRAL ARIZONA		2,600.00
	Invoice	Date	Description		Amount
	FEB2016	02/29/2016	Impound Agreement		2,600.00
Check	03/14/2016	275665 Accounts Payable	HUMANE SOCIETY OF CENTRAL		1,330.00

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
			ARIZONA		
	Invoice	Date	Description		Amount
	Clinic3	02/19/2016	Spay Neuter Clinic		1,330.00
Check	03/14/2016	275666 Accounts Payable	INTERSTATE ELECTRONICS		530.91
	Invoice	Date	Description		Amount
	9384	02/29/2016	BizHub C454 Globe Superior Court		211.69
	9392	02/29/2016	Konica 7235 Globe Justice Court		0.61
	9393	02/29/2016	BizHub 600 Globe Justice Court		61.88
	9394	02/29/2016	BizHub C450 Globe Justice Court		14.37
	9395	02/29/2016	BizHub C450 Globe Justice Court		0.14
	9382	02/29/2016	BizHub 600 County Attorney Office		148.85
	9383	02/29/2016	BizHub C454 Globe Superior Court		93.37
Check	03/14/2016	275667 Accounts Payable	JANI SERV INC		4,824.15
	Invoice	Date	Description		Amount
	16-189	02/29/2016	Janitoial for Southern Gila County		3,127.69
	16-191	02/29/2016	Janitorial Service for Northern Gila County		1,696.46
Check	03/14/2016	275668 Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A. INC		2,826.66
	Invoice	Date	Description		Amount
	238309458	02/18/2016	BizHub C754 Treasurer's Office/Color/Monthly		30.29
	238347309	02/22/2016	BizHub 282 Payson Courthouse		12.18
	238377876	02/24/2016	BizHub C224e Globe Task Force/Color/Quarterly		11.50
	238378017	02/24/2016	BizHub C554e Globe Sheriff's Admin/Records Office/Color/Quarterl		580.48
	238378397	02/24/2016	BizHub C554e Payson Records Sheriff's Office/Color/Quarterly		338.20
	238334892	02/21/2016	Payson Assessor BizHub C654e S/N A2X1017001847		34.09
	238422944	02/28/2016	BizHub 601 BOS/Copy Room		105.14
	238405333	02/26/2016	Maintenance Agreements-BiZHub C452 Payson Courts Annual B&W		1,017.00
	238482218	02/29/2016	BizHub C353 Public Works Color-Annual		488.96
	238482393	02/29/2016	Maintenance Agreements-Bizhub C20X Payson CAP Program/Color		196.64
	237904147	01/22/2016	BizHub 282 Payson Courthouse		12.18
Check	03/14/2016	275669 Accounts Payable	LABCORP OF AMERICA HOLDINGS		374.75
	Invoice	Date	Description		Amount

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	49141364	08/29/2015	Lab Draw 080615- Client JIGR082980- KISL031400		111.45
	51003452	02/29/2016	Lab Draw 021516		263.30
Check	03/14/2016	275670 Accounts Payable	LABORATORY CORPORATION OF AMERICA HOLDING		75.88
	Invoice	Date	Description		Amount
	864021117	02/25/2016	Lab Draw 110915 - ID# HLKU		75.88
Check	03/14/2016	275671 Accounts Payable	LAGUNAS , DAVID		41.82
	Invoice	Date	Description		Amount
	03012016	03/01/2016	Personnel Commision		41.82
Check	03/14/2016	275672 Accounts Payable	LAMONT MORTUARY OF GLOBE		2,140.00
	Invoice	Date	Description		Amount
	2015-04/38	03/01/2016	Autopsy Srvcs Armijo+Gonzales		1,070.00
	2015-196/208	03/01/2016	Autopsy Srvcs Taraba+Boker		1,070.00
Check	03/14/2016	275673 Accounts Payable	LAW OFFICE OF HARRIETTE P LEVITT		500.00
	Invoice	Date	Description		Amount
	2016-2	03/01/2016	CR2013-213 Grow First Half		500.00
Check	03/14/2016	275674 Accounts Payable	LAW OFFICE OF JOHN S.PERLMAN LLC		874.00
	Invoice	Date	Description		Amount
	2016-397	02/29/2016	Attorney for the Public Fiduciary		874.00
Check	03/14/2016	275675 Accounts Payable	MATLOCK GAS & EQUIPMENT		279.86
	Invoice	Date	Description		Amount
	28347	03/04/2016	Annual Tank Rent Act# 132233		74.19
	76327	03/02/2016	Propane for Act#132589 Animal Shelter		205.67
Check	03/14/2016	275676 Accounts Payable	MCKESSON MEDICAL SURGICAL INC		144.18
	Invoice	Date	Description		Amount
	72992992	02/29/2016	Tissue- Clotting Tubes for Health		103.62
	70367954	02/10/2016	HIV Clearview Control		40.56
Check	03/14/2016	275677 Accounts Payable	MELFORD , CARL		206.50
	Invoice	Date	Description		Amount

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	03212016	03/08/2016	Travel Cash Advance 03212016-032416		206.50
Check	03/14/2016	275678 Accounts Payable	MERLES AUTOMOTIVE SUPPLY		857.92
	Invoice	Date	Description		Amount
	9733727	03/01/2016	50/50 Extended - Red Coolant Green A/F 50/50 - Green Coolant		857.92
Check	03/14/2016	275679 Accounts Payable	MITCHELL , HERMAN CHARLES		50.00
	Invoice	Date	Description		Amount
	02262016	02/26/2016	Refunding of ACH Reject		50.00
Check	03/14/2016	275680 Accounts Payable	MOUNTAIN RETREAT BUILDERS LLC		4,150.00
	Invoice	Date	Description		Amount
	030816-HH#5872	03/08/2016	Weatherization Project HH #5872- 50%		4,150.00
Check	03/14/2016	275681 Accounts Payable	MYERS & ASSOCIATES PLLC		8,777.95
	Invoice	Date	Description		Amount
	1603	03/01/2016	Legal Services for Indigent Citizens		8,777.95
Check	03/14/2016	275682 Accounts Payable	NORTH COUNTRY HEALTHCARE INC		270.43
	Invoice	Date	Description		Amount
	02182016	02/18/2016	HIV Care and Service		270.43
Check	03/14/2016	275683 Accounts Payable	OFFICE DEPOT		187.16
	Invoice	Date	Description		Amount
	825288984001	02/22/2016	Batteries for Assessor		66.60
	823777712001	02/12/2016	Ribbon for Elections		87.67
	823777715001	02/12/2016	Envelopes for Elections		32.89
Check	03/14/2016	275684 Accounts Payable	ONLINE COMPUTER LIBRARY CENTER, INC		5.51
	Invoice	Date	Description		Amount
	449557	02/29/2016	Group Srvcs Monthly Access		5.51
Check	03/14/2016	275685 Accounts Payable	PADGETT , PENNI		45.00
	Invoice	Date	Description		Amount
	022516PADGETTP	02/25/2016	EE PENNI PADGETT FEB TRAVEL REIMBURSEMENT		45.00

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Batch Date: 03/14/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/14/2016	275686 Accounts Payable	PALACE HEALTH MART PHARMACY		1,985.37
	Invoice	Date	Description		Amount
	021216	02/29/2016	ACCT#91 JAIL GILA COUNTY SHERIFF OFF		1,985.37
Check	03/14/2016	275687 Accounts Payable	PALMER , JESSICA		37.50
	Invoice	Date	Description		Amount
	2016-00002064	02/02/2016	TRAVEL CASH ADVANCE 3/16/16-3/18/16		37.50
Check	03/14/2016	275688 Accounts Payable	PAYNE , DWIGHT		27.50
	Invoice	Date	Description		Amount
	022616PAYNED	02/26/2016	EE DWIGHT PAYNE FEB TRAVEL REIMBURSEMENT		27.50
Check	03/14/2016	275689 Accounts Payable	PAYSON JUSTICE COURT		918.63
	Invoice	Date	Description		Amount
	0229162259861	02/29/2016	WELLS FARGO #711-2259861		422.85
	0229162269217	02/29/2016	WELLS FARGO #711-2269217		209.77
	0209162247171990	02/09/2016	STAR VALLEY CHECKS WELLS FARGO ACCT2247171990		286.01
Check	03/14/2016	275690 Accounts Payable	PERSPECTIVE ENTERPRISES		1,016.00
	Invoice	Date	Description		Amount
	49947	02/22/2016	Infant scale for Globe WIC office		1,016.00
Check	03/14/2016	275691 Accounts Payable	PHOENIX TIRE INC		1,004.29
	Invoice	Date	Description		Amount
	323813	02/18/2016	Timber Fleet passenger tires		579.59
	324046	02/24/2016	Timber Fleet passenger tires		424.70
Check	03/14/2016	275692 Accounts Payable	PITNEY BOWES INC		46.19
	Invoice	Date	Description		Amount
	345800	02/20/2016	ACCT# 1650-4741-1 PAYSON JUSTICE COURT		46.19
Check	03/14/2016	275693 Accounts Payable	PONTEL , LARRY B		230.00
	Invoice	Date	Description		Amount
	022516PONTELL	02/25/2016	EE LARRY PONTEL AZ PROB SOLVING COURTS CONF REIMBURSEMENT		230.00
Check	03/14/2016	275694 Accounts Payable	PRINE , DORINE E		55.00

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	012716PRINED	01/27/2016	EE DORINE PRINE JAN TRAVEL REIMBURSEMENT		55.00
Check	03/14/2016	275695 Accounts Payable	PUEBLO MECHANICAL AND CONTROLS INC		426.61
	Invoice	Date	Description		Amount
	26703	02/22/2016	Gila County Jail Water Treatment		426.61
Check	03/14/2016	275696 Accounts Payable	QUALITY CRANE SERVICES INC		1,480.00
	Invoice	Date	Description		Amount
	1371	02/18/2016	Annual Crane Inspections		1,480.00
Check	03/14/2016	275697 Accounts Payable	QUALITY PUMPING LLC		179.64
	Invoice	Date	Description		Amount
	307883	02/23/2016	Buckhead Mesa Landfill Portable Toilets		179.64
Check	03/14/2016	275698 Accounts Payable	R&M REPEATERS LLC		933.77
	Invoice	Date	Description		Amount
	17370	03/01/2016	Diamond Point Mountain Radio Equipment		764.20
	17369	03/01/2016	Diamond Point Mtn.		169.57
Check	03/14/2016	275699 Accounts Payable	RIM COUNTRY REGIONAL CHAMBER OF COMMERCE		365.00
	Invoice	Date	Description		Amount
	2015-0783	03/01/2016	ASSESSOR 2016 BRONZE MEMBERSJHIP		200.00
	2015-0677	02/02/2016	FEB 2 LUNCHEON 7@ $15		105.00
	2016-0019	03/09/2016	MARCH 1 LUNCHEON 3 @ $20		60.00
Check	03/14/2016	275700 Accounts Payable	RIPPLE , DENICE		923.80
	Invoice	Date	Description		Amount
	172	02/24/2016	GRAND JURY 2/17/16 SVS		923.80
Check	03/14/2016	275701 Accounts Payable	RODRIGUEZ CONSTRUCTIONS INC		2,000.00
	Invoice	Date	Description		Amount
	3354	02/22/2016	URRD Work HH#8592		2,000.00
Check	03/14/2016	275702 Accounts Payable	SALT RIVER PROJECT		905.45

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	030116586670008	03/01/2016	SERV FOR ACCT#586-670-008		905.45
Check	03/14/2016	275703 Accounts Payable	SAN CARLOS APACHE MOCCASIN		44.25
	Invoice	Date	Description		Amount
	030216MARCANTIJ	03/02/2016	BOARD OF SUPERVISORS #172 JOHN MARCANTI		44.25
Check	03/14/2016	275704 Accounts Payable	SCALES , RAMONA		17.93
	Invoice	Date	Description		Amount
	020516SCALESR	02/05/2016	EE RAMONA SCALES FEB TRAVEL REIMBURSEMENT		17.93
Check	03/14/2016	275705 Accounts Payable	SCOTTSDALE HEALTHCARE		1,410.00
	Invoice	Date	Description		Amount
	165320348	02/20/2016	ACCT#165320348 SEXUAL ASSAULT EXAM DR#160201028		735.00
	1602220300	01/20/2016	ACCT#1602220300 SEXUAL ASSAULT EXAM DR#2016-00584		675.00
Check	03/14/2016	275706 Accounts Payable	SD CRANE BUILDERS INC		190,620.33
	Invoice	Date	Description		Amount
	2	04/16/2016	Statewide General Contractor JOC R4		190,620.33
Check	03/14/2016	275707 Accounts Payable	SERVICE FIRST REALTY LLC		400.00
	Invoice	Date	Description		Amount
	23483	03/01/2016	478 E SYCAMORE #2 HH#10640		400.00
Check	03/14/2016	275708 Accounts Payable	SHAW , JEAN TURNEY		325.00
	Invoice	Date	Description		Amount
	2016-02	03/08/2016	Medical Consulting and Related Services		325.00
Check	03/14/2016	275709 Accounts Payable	SOUTHWEST GAS		2,049.00
	Invoice	Date	Description		Amount
	23479	03/01/2016	979 E SAGUARO #103A HH#10638		80.00
	23482	03/01/2016	ACCT#4610032286023 HH#9786		400.00
	23486	03/02/2016	ACCT#4610063672024 HH#9583		480.00
	23489	03/02/2016	ACCT#4610078179032 HH#6010		197.00
	23492	03/02/2016	ACCT#4610095278029 HH#2010		382.00
	23494	03/03/2016	ACCT#4610102356033 HH#7016		243.00

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Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	23498	03/04/2016	ACCT#4610012550025 HH#9261		267.00
Check	03/14/2016	275710 Accounts Payable	SPILLMAN TECHNOLOGIES, INC		149,592.00
	Invoice	Date	Description		Amount
	31878	12/16/2015	Mobile Module		149,592.00
Check	03/14/2016	275711 Accounts Payable	ST. PAUL'S UNITED METHODIST CHURCH		500.00
	Invoice	Date	Description		Amount
	022216	02/22/2016	Tuffy Tiger Lease Agreement		500.00
Check	03/14/2016	275712 Accounts Payable	SUDDENLINK COMMUNICATIONS		92.95
	Invoice	Date	Description		Amount
	022416520418401	02/24/2016	SERV FOR ACCT#100001-3551-520418401		92.95
Check	03/14/2016	275713 Accounts Payable	TAYLOR , JEFF A		100.00
	Invoice	Date	Description		Amount
	021216TAYLORJ	02/12/2016	EE JEFF TALYOR SAFETY BOOTS REIMBURSEMENT		100.00
Check	03/14/2016	275714 Accounts Payable	TIOGA ENERGY, INC		3,956.87
	Invoice	Date	Description		Amount
	SLB-1308	02/29/2016	SERV FOR CENTRAL HEIGHTS		1,789.17
	SLB-1336	02/29/2016	SERV FOR GLOBE COURTHOUSE		2,167.70
Check	03/14/2016	275715 Accounts Payable	TOWN OF PAYSON		250.00
	Invoice	Date	Description		Amount
	030316	03/03/2016	Rental, Green Valley Parkway/month to month		250.00
Check	03/14/2016	275716 Accounts Payable	UNIFIRST CORPORATION		185.83
	Invoice	Date	Description		Amount
	315-1618860	02/24/2016	Copper & Timber Shops Uniform delivery & cleaning serv		79.41
	315-1614409	02/11/2016	Copper & Timber Shops Uniform delivery & cleaning serv		53.21
	315-1616897	02/18/2016	Copper & Timber Shops Uniform delivery & cleaning serv		53.21
Check	03/14/2016	275717 Accounts Payable	UNIVERSAL POLICE SUPPLY CO		564.54
	Invoice	Date	Description		Amount
	188475	02/04/2016	UNIFORM WALTER WILEY		564.54

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/14/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/14/2016	275718 Accounts Payable	US POSTAL SERVICE POSTAGE BY PHONE		1,918.00
	Invoice	Date	Description		Amount
	021916	02/19/2016	ACCT# 34504969		1,918.00
Check	03/14/2016	275719 Accounts Payable	VERIZON WIRELESS		1,097.17
	Invoice	Date	Description		Amount
	9760643802	02/17/2016	ACCT#970320993-00001		1,097.17
Check	03/14/2016	275720 Accounts Payable	WASTE MATTERS INC		128.70
	Invoice	Date	Description		Amount
	160301658457	03/01/2016	4 YARD MONTHLY SERVICE PICKED UP 2X WEEKLY		128.70
Check	03/14/2016	275721 Accounts Payable	WE TIP INC		1,900.00
	Invoice	Date	Description		Amount
	3556	10/19/2015	2016 ANNUAL SCHOOL SAFETY MEMBERSHIP		1,900.00
Check	03/14/2016	275722 Accounts Payable	WELLINGTON , CHERYL A		122.60
	Invoice	Date	Description		Amount
	030716WELLINGTON	03/07/2016	EE CHERYL WELLINGTON MARCH TRAVEL REIMBURSEMENT		122.60
Check	03/14/2016	275723 Accounts Payable	WESTERN TECHNOLOGIES INC		2,194.38
	Invoice	Date	Description		Amount
	21860001	01/11/2016	Environmental Testing at 1309 S. South Street		2,194.38
Check	03/14/2016	275724 Accounts Payable	WHISPERING PINES FIRE DISTRICT		15.54
	Invoice	Date	Description		Amount
	030316	03/03/2016	PRIVATE STOCK VACCINE REFUND		15.54
Check	03/14/2016	275725 Accounts Payable	WYDEBEAM BROADBAND		49.99
	Invoice	Date	Description		Amount
	261507	03/01/2016	SERVICE FOR #480-964-4749 TONTO BASIN INTERNET		49.99

JP Morgan AP JP Morgan Accounts Payable Totals: Transactions: 123 ✓ $680,061.07 ✓

Checks: 123 $680,061.07

3-28-16

*****Gila County*****

Void Payment Post Listing

Type	Number	Issue Date	Status	Void Reason	Void Date	Source	Payee	Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable								
Check	275483	03/07/2016	Voided	Wrong Amount	03/07/2016	Accounts Payable	ARIZONA WATER COMPANY	1,383.49
Total Voided Transactions:	1							$1,383.49

3-28-16

*****Gila County*****

Void Payment Post Listing

Type	Number	Issue Date	Status	Void Reason	Void Date	Source	Payee	Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable								
Check	275541	03/07/2016	Voided	Other Void	03/07/2016	Accounts Payable	PAYSON SENIOR CENTER	50,000.00
Total Voided Transactions:	1							$50,000.00

NEEDED 2 CHECKS

3-28-16

Payroll

GILA COUNTY AZ

Pay Day Register Report

Pay Date Range 02/22/16 - 03/06/16
Pay Batch 220165

3/9/16

Pay Batch 220165 Total

Employees in Pay Batch 575
Female Employees in Pay Batch 320

Hours Description	Hours	Gross
ADMINL - Admin Leave	135.0000	2,356.08
CALL - Call Out Pay	8.0000	146.56
CALLOW - Clothing Allowance	.0000	2,434.94
CASE PREP - Case Preparation	.0000	50.00
DF - Bereavement	40.0000	811.76
ECOMP - Earned Comp Time	52.0000	.00
ECOMP 1.5 - Earned Comp Time	274.0000	.00
ESCK - Earned Sick Time	1,627.3950	.00
EVAC - Earned Vacation	2,322.1420	.00
HALLOW - Housing Allowing	.0000	250.00
JPT - Judge Pro Temp Pay	.0000	115.28
JUDG PRO TEMP - Temporary	86.0000	5,726.92
LWP - Leave w/o Pay	20.0000	.00
MILITARY W/O PAY - MILITARY	80.0000	.00
PREM - Premium - Overtime Pay	407.8000	12,189.60
REG - Regular - Hourly	38,088.0000	751,472.11
REG PT - Part-time - hourly	645.0500	9,833.99
RETRO - Retro (back) pay	.0000	14.22
SAL - Salary	.0000	45,592.41
TEMP - Temporary	522.5000	7,695.34
UCOMP - Used Comp Time	250.3150	4,525.85
USCKH - Used Sick - Hourly	1,441.6420	26,413.48
USED ETO - Used Earned Time	8.0000	228.25
UVACH - Used Vacation - Hourly	1,464.3180	28,702.40
VAC PAYOUT - Vacation Payout	66.3000	1,395.64
Total	47,538.4620	$899,954.83

Withholdings and Deductions		Gross Base
Gross	899,954.83	
Federal	73,690.46	753,819.24
FICA	53,039.15	855,471.94
Medicare	12,404.40	855,471.94
State Tax	24,294.53	753,819.24
Buyback - AZ State Ret	1,119.95	.00
Def Comp Pre-Tax - National	2,100.50	.00
Def Comp Pre-Tax - Security Bft	1,937.85	.00
Def Comp Pre-Tax- Met Life	240.00	.00
Def Comp Pre-Tax-Waddell	1,412.50	.00
Dental PPO	1,444.00	.00
Dental Premium	1,404.60	.00
Dues - Northern AZ Law Enf	240.00	.00
FSA-Full	914.46	.00
Garn - Chd Supp Clearinghouse	3,118.89	.00
Garn - Thunderbird Collection	568.39	.00
Garn - US Dept of Education	141.06	.00
Garn-HRC/S.Hammerman	107.70	.00
Garn-Midland Funding LLC	182.20	.00
Health Savings Acct	1,620.16	.00
High Deductible Hlth Plan	1,122.50	.00
High Deductible Plan Post-Tax	132.50	.00
Ins - AFLAC Post-Tax	581.49	.00
Ins - AFLAC Pre-Tax	4,333.19	.00
Ins - Colonial After-Tax	3,589.61	.00
Ins - Colonial Pre-Tax	1,653.43	.00
Ins - Modern Woodmen	33.55	.00
Preferred Provider Only	31,162.05	.00
Preferred Provider Post-Tax	1,510.50	.00
Retirement - AZ State	68,522.19	603,719.84
Retirement - AZ State LTD	724.45	603,719.84
Retirement - Corp AOC	4,717.10	56,089.46
Retirement - Corr Detention	6,698.06	79,643.95
Retirement - Corr Dispatcher	683.57	8,587.65
Retirement - Corr Medical	483.21	5,745.66
Retirement - Deputy	8,785.76	75,414.28
Retirement - Elected Official	4,952.01	38,092.41
Union Dues - AZCOPS	40.00	.00

Benefits	Amount
ASRS Altern Contr Rate	1,571.68
Deputy's Alternate Contrib Rate	1,052.24
Employer Provided	172,968.46
Health Savings Acct	685.00
Retirement - AZ State	68,522.19
Retirement - AZ State LTD	724.45
Retirement - Corp AOC	11,189.83
Retirement - Corr Detention	7,104.25
Retirement - Corr Dispatcher	1,216.86
Retirement - Corr Medical	512.51
Retirement - Deputy	30,376.88
Retirement - Elected Official	8,951.68
Total	$304,876.03

Direct Deposits	Amount
*JP Morgan	59,875.07
American Express Centurion Bank	869.85
American United FCU	1,039.82
America's Christian Credit Union	80.00
Arizona Central Credit Union	100.00
Arizona Federal Credit Union	320.00
Arizona State Credit Union	7,230.44
Bank of America	46,904.66
Bank of the West 2	72,456.33
Canyon State CU	20,069.46
Charles Schwab Bank	2,191.89
Colorado State Employees CU	50.00
Compass Bank	5,788.18
Desert School Federal CU	21,730.71
Discover Bank	763.46
First Convenience Bank	150.00
GE Money Bank	893.10
Great Western Bank	20,576.50
Green Dot Bank	1,047.92
H & R Block	657.78
M & T Bank	1,052.63
Meta Bank/Money Network	751.37
MidFirst Bank	3,077.13

Run by Sylvia Martinez on 3/9/2016 11:27:47 AM

GILA COUNTY AZ

Pay Day Register Report

Pay Date Range 02/22/16 - 03/06/16
Pay Batch 220165

Union Dues - FOP	157.44	.00
Vision	828.50	.00
Voluntary Term Life Ins	2,618.41	.00
Net	$576,644.51	

W/H + DED : 323,310.32

ER TAXES : 65,443.55

Mountain America Credit Union	80.00
National Bank of Arizona	9,393.50
Navy Federal Credit Union	1,874.42
Pima Federal Credit Union	100.00
Pinal County FCU	801.55
Ray Federal Credit Union	2,648.78
Redwood Credit Union	2,192.77
Robins Federal Credit Union	1,676.55
Tucson Old Pueblo CU	1,140.80
USAA Federal Savings Bank	16,002.02
Vantage West Credit Union	1,065.41
Washington Federal	40,764.12
Wells Fargo	2,316.61
Wells Fargo - California	587.41
Wells Fargo - New Mexico	1,811.06
Wells Fargo Bank - North Dakota	1,154.66
Wells Fargo Bank 1	1,567.27
Wells Fargo Bank NA - Arizona	197,196.11
Wells Fargo Bank NA - Nevada	643.62
Total	$550,692.96 ✓
Check	$25,951.55 ✓

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/10/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	03/11/2016	275575 Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY		4,914.68
	Invoice	Date	Description		Amount
	2016-00002028	03/11/2016	AFLAC - Ins - AFLAC Pre-Tax*		4,914.68
Check	03/11/2016	275576 Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX		213,661.15
	Invoice	Date	Description		Amount
	2016-00002017	03/11/2016	PPO - Preferred Provider Only*		469.63
	2016-00002029	03/11/2016	PPO - Preferred Provider Only*		213,191.52
Check	03/11/2016	275577 Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM		141,385.59
	Invoice	Date	Description		Amount
	2016-00002018	03/11/2016	AZ State Retirem - Retirement - AZ State *		200.68
	2016-00002030	03/11/2016	AZ State Retirem - Retirement - AZ State *		141,184.91
Check	03/11/2016	275578 Accounts Payable	AZCOPS		40.00
	Invoice	Date	Description		Amount
	2016-00002031	03/11/2016	UN DUES-SHER - Union Dues - AZCOPS		40.00
Check	03/11/2016	275579 Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE		5,243.04
	Invoice	Date	Description		Amount
	2016-00002032	03/11/2016	COLONIAL - Ins - Colonial Pre-Tax*		5,243.04
Check	03/11/2016	275580 Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN		32,856.61
	Invoice	Date	Description		Amount
	2016-00002019	03/11/2016	CORR MEDICAL - Retirement - Corr Medical *		251.22
	2016-00002033	03/11/2016	CORR MEDICAL - Retirement - Corr Medical *		32,605.39
Check	03/11/2016	275581 Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN		13,903.69
	Invoice	Date	Description		Amount
	2016-00002034	03/11/2016	ELEC OFF RET - Retirement - Elected Official *		13,903.69
Check	03/11/2016	275582 Accounts Payable	FRATERNAL ORDER OF POLICE		157.44

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/10/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	2016-00002035	03/11/2016	UNION DUES - Union Dues - FOP		157.44
Check	03/11/2016	275583 Accounts Payable	GILSBAR FSA		976.96
	Invoice	Date	Description		Amount
	2016-00002020	03/11/2016	FSA-FULL - FSA-Full		62.50
	2016-00002036	03/11/2016	FSA-FULL - FSA-Full		914.46
Check	03/11/2016	275584 Accounts Payable	GILSBAR HSA		2,305.16
	Invoice	Date	Description		Amount
	2016-00002037	03/11/2016	HSA - Health Savings Acct*		2,305.16
Check	03/11/2016	275585 Accounts Payable	HAMMERMAN & HULTGREN P.C.		107.70
	Invoice	Date	Description		Amount
	2016-00002038	03/11/2016	GARNISH-HRC - Garn-HRC/S.Hammerman		107.70
Check	03/11/2016	275586 Accounts Payable	JP MORGAN CHASE DOR		24,344.89
	Invoice	Date	Description		Amount
	2016-00002021	03/11/2016	STATE - State Tax*		50.36
	2016-00002039	03/11/2016	STATE - State Tax		24,294.53
Check	03/11/2016	275587 Accounts Payable	JP MORGAN CHASE FEDERAL TAX		73,758.44
	Invoice	Date	Description		Amount
	2016-00002022	03/11/2016	FED - Federal		67.98
	2016-00002040	03/11/2016	FED - Federal		73,690.46
Check	03/11/2016	275588 Accounts Payable	JP MORGAN CHASE FICA EE		53,193.34
	Invoice	Date	Description		Amount
	2016-00002023	03/11/2016	FICA - FICA*		154.19
	2016-00002041	03/11/2016	FICA - FICA		53,039.15
Check	03/11/2016	275589 Accounts Payable	JP MORGAN CHASE FICA ER		53,193.34
	Invoice	Date	Description		Amount
	2016-00002024	03/11/2016	FICA - FICA*		154.19
	2016-00002042	03/11/2016	FICA - FICA		53,039.15
Check	03/11/2016	275590 Accounts Payable	JP MORGAN CHASE MEDICARE EE		12,440.45

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/10/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	2016-00002025	03/11/2016	MEDICARE - Medicare*		36.05
	2016-00002043	03/11/2016	MEDICARE - Medicare		12,404.40
Check	03/11/2016	275591 Accounts Payable	JP MORGAN CHASE MEDICARE ER		12,440.45
	Invoice	Date	Description		Amount
	2016-00002026	03/11/2016	MEDICARE - Medicare*		36.05
	2016-00002044	03/11/2016	MEDICARE - Medicare		12,404.40
Check	03/11/2016	275592 Accounts Payable	METLIFE		240.00
	Invoice	Date	Description		Amount
	2016-00002045	03/11/2016	DEF COMP EJ - Def Comp Pre-Tax- Met Life		240.00
Check	03/11/2016	275593 Accounts Payable	MIDLAND FUNDING LLC C/O JOHNSON MARK		182.20
	Invoice	Date	Description		Amount
	2016-00002046	03/11/2016	GARNISH-MIDLAND - Garn-Midland Funding LLC		182.20
Check	03/11/2016	275594 Accounts Payable	MODERN WOODMEN OF AMERICA		33.55
	Invoice	Date	Description		Amount
	2016-00002047	03/11/2016	INSURANCE - Ins - Modern Woodmen		33.55
Check	03/11/2016	275595 Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS		2,100.50
	Invoice	Date	Description		Amount
	2016-00002048	03/11/2016	DEF COMP - Def Comp Pre-Tax - National		2,100.50
Check	03/11/2016	275596 Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC		240.00
	Invoice	Date	Description		Amount
	2016-00002049	03/11/2016	ASSOC DUES - Dues - Northern AZ Law Enf		240.00
Check	03/11/2016	275597 Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM		40,306.35
	Invoice	Date	Description		Amount
	2016-00002027	03/11/2016	DEPUTY'S RET - Retirement - Deputy *		91.47
	2016-00002050	03/11/2016	DEPUTY'S RET - Retirement - Deputy *		40,214.88

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/10/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/11/2016	275598 Accounts Payable	SECURITY BENEFIT GROUP		1,937.85
	Invoice	Date	Description		Amount
	2016-00002051	03/11/2016	DEF COMP SB - Def Comp Pre-Tax - Security Bft		1,937.85
Check	03/11/2016	275599 Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		3,118.89
	Invoice	Date	Description		Amount
	2016-00002052	03/11/2016	CHILD SUPPORT - Garn - Chd Supp Clearinghouse*		3,118.89
Check	03/11/2016	275600 Accounts Payable	THUNDERBIRD COLLECTION SPEC INC		568.39
	Invoice	Date	Description		Amount
	2016-00002053	03/11/2016	GARNISH-THUNDER - Garn - Thunderbird Collection*		568.39
Check	03/11/2016	275601 Accounts Payable	US DEPARTMENT OF EDUCATION		141.06
	Invoice	Date	Description		Amount
	2016-00002054	03/11/2016	GARNISH-EDUC - Garn - US Dept of Education		141.06
Check	03/11/2016	275602 Accounts Payable	WADDELL & REED		1,412.50
	Invoice	Date	Description		Amount
	2016-00002055	03/11/2016	DEF COMP WR - Def Comp Pre-Tax-Waddell		1,412.50
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 28		$695,204.22
	Checks:	28	$695,204.22		

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/10/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	03/10/2016	275574 Accounts Payable	JP MORGAN CHASE ACH DEPOSIT		550,692.96

Invoice	Date	Description	Amount
220165	03/10/2016	PR ACH DEPOSIT 02/22/16-03/06/16	550,692.96

JP Morgan AP JP Morgan Accounts Payable Totals: Transactions: 1 $550,692.96

Checks: 1 $550,692.96

*****Gila County*****

Void Payment Post Listing

Type	Number	Issue Date	Status	Void Reason	Void Date	Source	Payee	Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable								
Check	275574	03/10/2016	Voided	Ach Direct Deposit	03/10/2016	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	550,692.96

Payments:

Invoice Number	Invoice Date	Description	Void Action	Net Amount
220165	03/10/2016	PR ACH DEPOSIT 02/22/16-03/06/16	Void Invoice	550,692.96

Distributions:

G/L Account Number	Due To/Due From	Debit Amount	Credit Amount
1005_1000.10 (General Fund_Operating cash balances Cash in treasury)		550,692.96	
1005_1000.15 (General Fund_Operating cash balances Outstanding payroll warrants)			550,692.96

Total Voided Transactions: 1

$550,692.96

Credit Card
Transaction Summary

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 03/28/2016 11:12:56 AM

Orientation: Landscape

Selection Criteria: Post Date Is Between '03/07/2016' AND '03/13/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
4IMPRINT	1	$395.02		$0.00	1	$395.02
ACCUWEATHER INC	1	$7.95		$0.00	1	$7.95
ACE HARDWARE	4	$344.59		$0.00	4	$344.59
ACE HDWE.	11	$322.27	1	($22.78)	12	$299.49
AMAZON MKTPLACE PMTS	10	$1,218.99		$0.00	10	$1,218.99
AMAZON.COM	1	$432.63		$0.00	1	$432.63
ARIZONA ASSOC OF COUNT	1	$60.00		$0.00	1	$60.00
ARIZONA LOG & TIMBERWO	1	$145.00		$0.00	1	$145.00
ARIZONA WIRE ROPE	3	$214.08		$0.00	3	$214.08
ASU CONFERENCES CONT E	1	$260.00		$0.00	1	$260.00
AUTO SAFETY HOUSE	1	$169.63		$0.00	1	$169.63
AUTO SAFETY HOUSE HOLB	1	$28.86		$0.00	1	$28.86
B&H PHOTO, 800-606-696	1	$8.90		$0.00	1	$8.90
BASHAS' #053	1	$49.33		$0.00	1	$49.33
BELL FORD INC	4	$681.92		$0.00	4	$681.92
Best Buy 00011890	1	$93.76		$0.00	1	$93.76
BEST WESTERN PLUS	1	$158.65	1	($15.00)	2	$143.65
BIG LOTS STORES - #451	1	$1.79		$0.00	1	$1.79
BLUEDOG INK.COM	1	$148.39		$0.00	1	$148.39
BRIDES AUTO CENTER LLC	1	$28.51		$0.00	1	$28.51
BROCKERTS BATH BOUTIQU	1	$17.53		$0.00	1	$17.53
BUR*SURPLUS CENTER	1	$58.61		$0.00	1	$58.61
BUTCHER HOOK	2	$43.73		$0.00	2	$43.73
CDW GOVERNMENT	1	$35.01		$0.00	1	$35.01

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Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 03/28/2016 11:12:56 AM

Orientation: Landscape

Selection Criteria: Post Date Is Between '03/07/2016' AND '03/13/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
CHAPMAN AUTO CENTER	5	$743.79	1	($188.84)	6	$554.95
CHARLIE CLARKS RESTAUR	2	$49.31		$0.00	2	$49.31
CHARM-TEX	2	$402.80		$0.00	2	$402.80
CHASE S BEELINE HWY	2	$726.24		$0.00	2	$726.24
CIRCLE K # 03424	1	$19.50		$0.00	1	$19.50
CJ VOLNER AAA LOCK SER	1	$23.50		$0.00	1	$23.50
CLEAR ADVNTG AUTO GLAS	5	$1,524.43		$0.00	5	$1,524.43
COBRE VALLEY MOTORS	1	$30.82		$0.00	1	$30.82
COPPER COUNTRY NEWS	1	$224.00		$0.00	1	$224.00
COPPER HILLS INN	1	$92.63		$0.00	1	$92.63
CRESCENT ELECTRIC 190	3	$375.01		$0.00	3	$375.01
CUSTOMIZEDGIRL.COM	1	$88.41		$0.00	1	$88.41
D J*WALL-ST-JOURNAL	1	$34.28		$0.00	1	$34.28
DAYS INN & SUITES OF P	1	$178.88		$0.00	1	$178.88
DEK AUTO PARTS LLC	10	$591.99	2	($49.63)	12	$542.36
DOLRTREE 3117 00031179	1	$2.18		$0.00	1	$2.18
DOUBLETREE HOTELS	1	$101.72		$0.00	1	$101.72
ECONOMY INN	1	$120.00		$0.00	1	$120.00
EDGEWATER HOTEL CAS	1	$115.36		$0.00	1	$115.36
EL MERCADO	1	$17.00		$0.00	1	$17.00
EMPIRE INTERNET PARTS	5	$913.70		$0.00	5	$913.70
EREPLACEMENTPARTS.COM	2	$66.85		$0.00	2	$66.85
ETR ASSOCIATES	1	$313.20		$0.00	1	$313.20
EXPEDIA*1122015494587		$0.00	1	($765.40)	1	($765.40)

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Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 03/28/2016 11:12:56 AM

Orientation: Landscape

Selection Criteria: Post Date Is Between '03/07/2016' AND '03/13/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
FIESTA BUSINESS PRODUC	1	$68.70		$0.00	1	$68.70
FOUR POINTS BY SHERATO	2	$724.92		$0.00	2	$724.92
FREIGHTLINER OF AZ - T	1	$147.79		$0.00	1	$147.79
FRY'S.COM	1	$56.26		$0.00	1	$56.26
FRYS-FOOD-DRG #109	4	$91.98		$0.00	4	$91.98
GAN*AZ REP SUB	1	$34.10		$0.00	1	$34.10
GHA TECHNOLOGIES, INC.	1	$199.69		$0.00	1	$199.69
GIANT CAR WASH #62	3	$30.00		$0.00	3	$30.00
GLOBE MVD/CDL/ENF	1	$24.00		$0.00	1	$24.00
GO RHINO! PRODUCTS	1	$76.00		$0.00	1	$76.00
HOLIDAY INN EXPRESS	1	$171.80		$0.00	1	$171.80
HOMEDEPOT.COM	2	$143.74		$0.00	2	$143.74
HOMEWOOD SUITES	1	$226.83		$0.00	1	$226.83
HOTELS.COM128143243683	1	$209.32		$0.00	1	$209.32
IAAI	1	$135.00		$0.00	1	$135.00
IN *AZ PROSECUTING ATT	5	$495.00		$0.00	5	$495.00
INLAND KENWORTH INC #2	2	$331.81		$0.00	2	$331.81
INO*INTELIUS.COM/SB	1	$19.95		$0.00	1	$19.95
JOHN M. ELLSWORTH CO I		$0.00	1	($115.00)	1	($115.00)
KEVLIN STEEL & SUPPLY	1	$101.14		$0.00	1	$101.14
KIMBALL MIDWEST	4	$1,604.50		$0.00	4	$1,604.50
LAKE OF THE WOODS		$0.00	1	($22.30)	1	($22.30)
LAW ENFORCEMENT TARGET	1	$63.31		$0.00	1	$63.31
LEAGUE OF ARIZONA CITI	1	$50.00	1	($50.00)	2	$0.00

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Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
MACKS AUTO SUPPLY GLOB	4	$552.19	1	($8.13)	5	$544.06
MACKY'S GRILL	1	$142.00		$0.00	1	$142.00
MAJESTIC MOUNTAIN INN	1	$101.22		$0.00	1	$101.22
MARCANTI ELECTRIC INC	1	$4.01		$0.00	1	$4.01
MAZATZAL HOTEL	1	$108.90		$0.00	1	$108.90
MCDONALD'S F4076	1	$2.17		$0.00	1	$2.17
MCSPADDEN FORD	4	$726.04		$0.00	4	$726.04
MERLE'S AUTO SUPPLY	1	$98.13		$0.00	1	$98.13
NATIVE GRILL & WINGS 1	2	$23.07		$0.00	2	$23.07
NORTHLAND CARES	2	$122.29	1	($94.67)	3	$27.62
OASIS PRINTING	3	$506.57		$0.00	3	$506.57
OFFICE DEPOT 1135	1	$51.67		$0.00	1	$51.67
OFFICE DEPOT #1079	1	$11.61		$0.00	1	$11.61
OFFICE DEPOT #1080	4	$111.58		$0.00	4	$111.58
OFFICE DEPOT #5101	29	$3,645.23		$0.00	29	$3,645.23
OFFICE DEPOT #5125	1	$312.57		$0.00	1	$312.57
OREGANOS PIZZA 1010	1	$10.62		$0.00	1	$10.62
OREILLY AUTO 00028308	1	$15.21		$0.00	1	$15.21
OREILLY AUTO 00047845	1	$4.42		$0.00	1	$4.42
ORIENTAL TRADING CO	2	$625.57		$0.00	2	$625.57
OSI*UNITEDSTATESFLAG	1	$47.28		$0.00	1	$47.28
PAY*PAYSON MINI STORAG	1	$322.54		$0.00	1	$322.54
PAYPAL *ARIZONABUIL	5	$500.00		$0.00	5	$500.00
PAYPAL *AZIAAO	2	$250.00		$0.00	2	$250.00

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Selection Criteria: Post Date Is Between '03/07/2016' AND '03/13/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
PAYPAL *NEWEGGCOM	2	$1,286.13		$0.00	2	$1,286.13
PAYSON CARQUEST	15	$1,747.48	5	($191.43)	20	$1,556.05
PAYSON COMFORT INN	2	$382.12		$0.00	2	$382.12
PAYSON TIRE AND AUTOMO	1	$50.00		$0.00	1	$50.00
PINAL LUMBER	8	$495.18		$0.00	8	$495.18
PINETOP BREWING COMPAN	2	$23.85		$0.00	2	$23.85
POSGUYS.COM	1	$588.00		$0.00	1	$588.00
POSTNET	1	$84.24		$0.00	1	$84.24
PRESCOTT RESORT AND CO	1	$67.11		$0.00	1	$67.11
QUALIFICATION TARGETS	1	$159.42		$0.00	1	$159.42
READYTALK	1	$106.55		$0.00	1	$106.55
SHOPLET.COM	3	$924.38		$0.00	3	$924.38
SHOW LOW PIZZA FACTORY	1	$9.72		$0.00	1	$9.72
SHRM*MEMBER600488252	1	$190.00		$0.00	1	$190.00
SONIC DRIVE IN #4555	2	$9.57		$0.00	2	$9.57
SQ *MHA FOUNDATION	1	$40.00		$0.00	1	$40.00
ST. JOHNS DRUG	1	$30.59		$0.00	1	$30.59
SUBWAY 00023457	1	$46.97		$0.00	1	$46.97
SUBWAY 03364379	1	$32.61		$0.00	1	$32.61
SYMBOL ARTS WEB	1	$95.00		$0.00	1	$95.00
TECHNIPRINT CO	1	$85.41		$0.00	1	$85.41
THE HOME DEPOT #0422	2	$217.12		$0.00	2	$217.12
TITAN MACHINERY - PHOE	2	$91.30		$0.00	2	$91.30
TLC AUTO REPAIR	1	$362.50		$0.00	1	$362.50

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Selection Criteria: Post Date Is Between '03/07/2016' AND '03/13/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
TONTO BASIN 92847920	1	$12.24		$0.00	1	$12.24
TRACTOR SUPPLY CO #172	4	$55.09		$0.00	4	$55.09
UNITED JEWELRY COMPANY	1	$32.53		$0.00	1	$32.53
UNITED TRUCK & EQUIPME	1	$185.85		$0.00	1	$185.85
USPS 03351502733802026	1	$7.45		$0.00	1	$7.45
USPS 03617904733803438	2	$9.04		$0.00	2	$9.04
WAL-MART #1334	3	$347.64		$0.00	3	$347.64
WAL-MART #1369	2	$30.74		$0.00	2	$30.74
WEIL CONSULTING AND CO	1	$275.00		$0.00	1	$275.00
WESTERN DRUG, INC.	1	$6.96		$0.00	1	$6.96
WIST SUPPLY EQUIPMENT	9	$1,792.76		$0.00	9	$1,792.76
WM SUPERCENTER #1230	2	$76.54		$0.00	2	$76.54
WM SUPERCENTER #1334	4	$111.53		$0.00	4	$111.53
WM SUPERCENTER #1369	1	$23.92		$0.00	1	$23.92
WORLDWEST NEWSPAPERS-2	1	$208.56		$0.00	1	$208.56
WWW.NEWEGG.COM	1	$323.77		$0.00	1	$323.77
WWW.STREETDRUGS.ORG	1	$385.00		$0.00	1	$385.00
Grand Total:	**299**	**$35,991.35**	**16**	**($1,523.18)**	**315 Transaction(s)** ✓	**$34,468.17** ✓

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3-28-16

Gila County, Arizona

Weekly Expenditure Report
(29 February – 6 March 2016)

Gila County Finance Department

Gila County Finance Department
Weekly Expenditure Report
(29 February - 6 March 2016)

Accounts Payable Expenditures

AP Expenditure Type	Payee/Description		Amount	Comment
Special Check Run	Mariah Campagna	$	50.00	*Batch Date 3/1/16*
Special Check Run	United States Postal Service	$	5,000.00	*Batch Date 3/2/16*
Special Check Run		$	-	
Regular Weekly AP Check Run	Various Payees - 100 Checks	$	718,672.69	*Batch Date 3/7/16*
		$	-	
	Gross AP Expenditures:	**$**	**723,722.69**	
Void - Check # 275469	Mariah Campagna - Travel advance not needed	$	50.00	
Void - Check #				
Void - Check #		$	-	
	Less Voided Payments:	$	50.00	
	Net AP Expenditures:	**$**	**723,672.69**	

AP Reference Only	Payee/Description		Amount	Comment
Void #/ Reissue #		$	-	
Void #/ Reissue #		$	-	
Void #/ Reissue #		$	-	

Payroll Expenditures

Payroll Expenditure Type	Payee/Description		Amount	Comment
Regular Payroll	Direct Deposit Payments	$	-	
Regular Payroll	Paper Checks	$	-	
Employer Taxes	Social Security and Medicare	$	-	
Withholdings / Deductions	Employee Withholdings / Deductions	$	-	
Benefits	Retirement, Health Insurance, etc.	$	-	
	Sub-total Payroll Expenditures:	**$**	**-**	
Payroll - Hand Issue	Nola K. Magneson	$	782.18	
Payroll - Hand Issue	Robert Corn	$	135.62	
Employer Taxes	Social Security and Medicare	$	95.07	
Withholdings / Deductions	Employee Withholdings / Deductions	$	325.29	
Benefits	Retirement, Health Insurance, etc.	$	171.29	
	Sub-total Hand Issue Payroll Expenditures:	$	1,509.45	
	Total Payroll Expenditures:	**$**	**1,509.45**	

Payroll Reference Only	Payee/Description		Amount	Comment
Void #	*JP Morgan ACH*	$	-	*Electronic Transaction*

Summary of Expenditures

Net Accounts Payable Expenditures:	$	723,672.69
Total Payroll Expenditures:	$	1,509.45
Total Accounts Payable & Payroll Expenditures:	**$**	**725,182.14**

Credit Card Charges

Transaction	Merchant		Amount	*Comment*
248 Transactions 29 Feb - 6 Mar 2016	*Various Merchants*	$	*30,671.75*	*Payment Due: April 2016*

(7 Mar 2016) AW

Accounts Payable

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/01/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	03/01/2016	275469 Accounts Payable	CAMPAGNA , MARIAH		50.00

Invoice	Date	Description	Amount
2016-00001952	02/23/2016	TRAVEL CASH ADVANCE 3/7/16-3/9/16	50.00

JP Morgan AP JP Morgan Accounts Payable Totals: Transactions: 1 $50.00

Checks: 1 $50.00

3-1-16

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	03/02/2016	275470 Accounts Payable	UNITED STATES POSTAL SERVICE POSTMASTER		5,000.00

Invoice	Date	Description	Amount
022616	02/26/2016	PERMIT NO. 11 PRESIDENTIOAL PREFERENCE ELECTION	5,000.00

JP Morgan AP JP Morgan Accounts Payable Totals: Transactions: 1 $5,000.00

Checks: 1 $5,000.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 03/07/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	03/07/2016	275471 Accounts Payable	AGUILAR , VICKI S		96.87
	Invoice	Date	Description		Amount
	022616AGUILARV	02/26/2016	VICKI AGUILAR JURY SUPPLIES REIMBURSEMENT		26.87
	022616AGUILARVI	03/02/2016	VICKI AGUILAR FEB TRAVEL REIMBURSEMENT		70.00
Check	03/07/2016	275472 Accounts Payable	ALLIANT GAS LLC		941.98
	Invoice	Date	Description		Amount
	23480	02/22/2016	SERV FOR ACCT#000674300		271.98
	22796	02/22/2016	ACCT#000550400 HH#9117		270.00
	22795	02/19/2016	ACCT#000189200 HH#10631		300.00
	22790	02/18/2016	ACCT#000675700 HH#8609		100.00
Check	03/07/2016	275473 Accounts Payable	AMERICAN PROBATION AND PAROLE ASSOCIATION		300.00
	Invoice	Date	Description		Amount
	104400	03/01/2016	AGENCY LEVEL IV 2016 MEMBERSHIP		300.00
Check	03/07/2016	275474 Accounts Payable	AMERIGAS-PAYSON 6950		796.76
	Invoice	Date	Description		Amount
	3049025537	02/06/2016	MT ORD ACCT202660912		796.76
Check	03/07/2016	275475 Accounts Payable	AMERIPRIDE LINEN AND APPAREL SERVICES		50.88
	Invoice	Date	Description		Amount
	1700531475	02/11/2016	Floor mat service at PW Administration Building		50.88
Check	03/07/2016	275476 Accounts Payable	ARIZONA CONSTABLES ASSOCIATION		190.00
	Invoice	Date	Description		Amount
	70	02/16/2016	RUBEN MANCHA & RICHARD TAYLOR 2016 DUES		190.00
Check	03/07/2016	275477 Accounts Payable	ARIZONA COURTS ASSOCIATION		650.00
	Invoice	Date	Description		Amount
	022916HEPPLERC	02/29/2016	EE CHERI HEPPLER 2016 SPRING CONFERENCE		325.00
	022916FAGANC	02/29/2016	EE CAROL FAGAN 2016 SPRING CONFERENCE		325.00
Check	03/07/2016	275478 Accounts Payable	ARIZONA HOUSING AUTHORITY		150.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/07/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
			DIRECTOR'S ASSOCIATION		
	Invoice	Date	Description		Amount
	22516CAMPOSP	02/25/2016	PATRICIA CAMPOS 2016 AHADA MEMBERSHIP		150.00
Check	03/07/2016	275479 Accounts Payable	ARIZONA LOCAL GOVERNMENT EMPLOYEE BENEFIT TRUST		421,708.73
	Invoice	Date	Description		Amount
	030116	03/01/2016	MARCH 2016 MEDICAL/DENTAL/VISION PREMIUMS		421,708.73
Check	03/07/2016	275480 Accounts Payable	ARIZONA PUBLIC SERVICE		2,952.00
	Invoice	Date	Description		Amount
	22797	02/22/2016	ACCT#478697284 HH#9117		250.00
	22793	02/18/2016	ACCT#238767280 HH#8741		500.00
	22791	02/18/2016	ACCT#906465281 HH#8609		600.00
	22792	02/18/2016	ACCT#657077282 HH#9967		600.00
	22798	02/22/2016	110368288 & 638468281 HH#10633		602.00
	22794	02/19/2016	ACCT#843026283 HH#6517		400.00
Check	03/07/2016	275481 Accounts Payable	ARIZONA PUBLIC SERVICE		242.96
	Invoice	Date	Description		Amount
	022216295101283	02/22/2016	295101283 MIAMI GARDENS SLID		242.96
Check	03/07/2016	275482 Accounts Payable	ARIZONA STATE PRISON GLOBE		620.00
	Invoice	Date	Description		Amount
	B1910720160218	02/01/2016	Facilities Mgmt/Inmate Labor		268.00
	B1910820160218	03/01/2016	Landfill Inmante Labor.		152.00
	B1910920160218	03/01/2016	Roads Dept/Inmate Labor		200.00
Check	03/07/2016	275483 Accounts Payable	ARIZONA WATER COMPANY		1,383.49
	Invoice	Date	Description		Amount
	0224160912801053	02/24/2016	091-28-01053-1 745 N ROSE MOFFORD		194.67
	0224160912801052	02/24/2016	091-28-01052-1 BESICH ROAD/SHOP		199.66
	0223160912801044	02/23/2016	091-28-01044-1 AUTO EQUIP & ROADS OFFICES		28.29
	0224160912801042	02/24/2016	ACCT#091-28-01042-1 725 ROSE MOFFORD WAY		29.91
	0223160912801043	02/23/2016	091-28-01043-1 745 N ROSE MOFFORD WAY		29.91
	0223160912801090	02/23/2016	091-28-01090-1 LANDFILL SCALES RUSSELL GULCH		59.66

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/07/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	0223160912801085	02/23/2016	091-28-01085-1 ROADS DEPTS & SOLID WASTE		236.38
	0223160912801054	02/23/2016	0912-28-01054-1 1001 W BESICH BLVD		605.01
Check	03/07/2016	275484 Accounts Payable	ATOMIC PEST CONTROL LLC		400.00
	Invoice	Date	Description		Amount
	285551	02/12/2016	Pest Control-Sheriff's Office/Jail & JP Court		70.00
	285483	02/13/2016	Pest Control Service for Northern Gila County		60.00
	285642	02/13/2016	Pest Control Service for Northern Gila County		80.00
	285555	02/13/2016	Pest Control Service for Northern Gila County		150.00
	285503	02/13/2016	Pest Control Service for Northern Gila County		40.00
Check	03/07/2016	275485 Accounts Payable	BAXLEY , AMELIA Y		150.00
	Invoice	Date	Description		Amount
	02112016	02/11/2016	Travel REimbursement 012116-021116		150.00
Check	03/07/2016	275486 Accounts Payable	BELL , DAVID		3,122.00
	Invoice	Date	Description		Amount
	GILABELLMAR2016	02/29/2016	Legal Services for Indigent Citizens		3,122.00
Check	03/07/2016	275487 Accounts Payable	BLACKSTONE SECURITY SERVICE INC		6,620.00
	Invoice	Date	Description		Amount
	0216068	02/16/2016	Provide Armed Security Services		3,310.00
	0216069	02/16/2016	Armed/Unarmed Security Services-Payson Courthouse		3,310.00
Check	03/07/2016	275488 Accounts Payable	BYRUM , SUSAN		1,568.30
	Invoice	Date	Description		Amount
	02222016	02/26/2016	CR2011-522 Zimmer		573.30
	02252016	02/25/2016	Per Diem #1		995.00
Check	03/07/2016	275489 Accounts Payable	CAMPAGNA , MARIAH		185.64
	Invoice	Date	Description		Amount
	02272016	02/27/2016	Travel REimbursement Jan-Feb 16		185.64
Check	03/07/2016	275490 Accounts Payable	CANYON STATE OIL		5,836.58
	Invoice	Date	Description		Amount
	0533468-IN	02/25/2016	Fuel @ Star Valley		4,334.73

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/07/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	0535101-IN	02/29/2016	Fuel @ Globe SHop		1,501.85
Check	03/07/2016	275491 Accounts Payable	CARSON CONSTRUCTION CO INC		74,000.00
	Invoice	Date	Description		Amount
	PCCR-21203	02/02/2016	Settlement 2/2/2016 Pine Creek Cnyn Rd Project 2013-2014		74,000.00
Check	03/07/2016	275492 Accounts Payable	CENTURYLINK		1,816.21
	Invoice	Date	Description		Amount
	9284028500021016	02/10/2016	Serv For 928-402-8500		530.92
	9284021870021016	02/10/2016	Serv For 928-402-1870		330.75
	9284020423021016	02/10/2016	SERV FOR FUEL MANG		33.47
	9284721124021016	02/10/2016	SERV FOR GCIT 928-472-1124		131.32
	9284028090021016	02/10/2016	SERV FOR HEALTH 9284028090		104.54
	9284727920021016	02/10/2016	SERV FOR SHERIFFS		103.90
	9284254462020816	02/08/2016	SERV FOR 928 425 4462 737B		14.93
	9284028089021016	02/10/2016	SERV FOR HEALTH		288.63
	9284028195021016	02/10/2016	SERV FOR FACILITIES		98.66
	9284029481021016	02/10/2016	SERV FOR SOLID WASTE		40.31
	9284724621021016	02/10/2016	SERV FOR CLERK OF COURT		105.95
	9284723024021016	02/10/2016	SERV FOR SHERIFFS		32.83
Check	03/07/2016	275493 Accounts Payable	CENTURYLINK BUSINESS SERVICES		2,652.22
	Invoice	Date	Description		Amount
	1367183636	02/15/2016	Serv for Act#82505835		2,652.22
Check	03/07/2016	275494 Accounts Payable	CHAGOLLA , ROBERT		18.00
	Invoice	Date	Description		Amount
	02122016	02/12/2016	Travel REimbursement 020916-021216		18.00
Check	03/07/2016	275495 Accounts Payable	CHILDHELP INC		300.00
	Invoice	Date	Description		Amount
	01312016GCATTNY	02/05/2016	Forensic Interview Jan 2016		300.00
Check	03/07/2016	275496 Accounts Payable	CLINE , STEPHEN M		86.00
	Invoice	Date	Description		Amount
	15768	02/04/2016	Reimbursement for Boots		86.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/07/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/07/2016	275497 Accounts Payable	COPPER STATE SANITATION		593.30
	Invoice	Date	Description		Amount
	424990	02/25/2016	Sanitation Collection for Detention		184.15
	424991	02/25/2016	Trash Collection for CourtHouse		184.15
	424992	02/25/2016	Sanitation Collection Public Works		225.00
Check	03/07/2016	275498 Accounts Payable	CRM OF AMERICA LLC		8,374.14
	Invoice	Date	Description		Amount
	AZ19420	02/12/2016	Tire Disposal Pass#15140		1,908.66
	AZ19416	02/11/2016	Tire Disposal Pass#15139		1,539.25
	AZ19413	02/10/2016	Tire Disposal Pass#15138		1,916.17
	AZ19412	02/09/2016	Tire Disposal Pass#15137-15136		3,010.06
Check	03/07/2016	275499 Accounts Payable	DE LOS REYES , MARK		125.00
	Invoice	Date	Description		Amount
	03182016	03/02/2016	Travel Cash Advance 031316-031816		125.00
Check	03/07/2016	275500 Accounts Payable	DEBRIGIDA LAW OFFICES PLLC		6,880.00
	Invoice	Date	Description		Amount
	20160301	02/26/2016	Legal Services for Indigen Citizens		6,880.00
Check	03/07/2016	275501 Accounts Payable	DUBER , ROBERT , II		114.00
	Invoice	Date	Description		Amount
	030216DUBERR	03/02/2016	PSPRS SUBSIDY FEB 2016		114.00
Check	03/07/2016	275502 Accounts Payable	EMPIRE CAT		536.12
	Invoice	Date	Description		Amount
	EHWK0062869	02/17/2016	J-10 LEFT STEERING CYLINDER		536.12
Check	03/07/2016	275503 Accounts Payable	ESCOBEDO , ANITA		45.00
	Invoice	Date	Description		Amount
	02262016	02/26/2016	Travel REimbursement 022616		45.00
Check	03/07/2016	275504 Accounts Payable	FABOK , GLINDA S		650.80
	Invoice	Date	Description		Amount
	814	02/26/2016	Grand Jury 022416		650.80

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/07/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/07/2016	275505 Accounts Payable	FEDEX		15.51
	Invoice	Date	Description		Amount
	5-331-84111	02/25/2016	Shipping Through 022516		15.51
Check	03/07/2016	275506 Accounts Payable	FERGASON , JARED		125.00
	Invoice	Date	Description		Amount
	03182016	03/02/2016	Travel Cash Advance 031316-031816		125.00
Check	03/07/2016	275507 Accounts Payable	FOREST VIEW INC. DBA POSTNET		16.31
	Invoice	Date	Description		Amount
	452307	02/11/2016	B&W PRINTIING		16.31
Check	03/07/2016	275508 Accounts Payable	FOUNTAIN HILLS LAW FIRM		1,654.00
	Invoice	Date	Description		Amount
	1690	03/01/2016	Legal Services for Indigent Citizens		1,654.00
Check	03/07/2016	275509 Accounts Payable	GARRETT , CHRISTINE J		62.50
	Invoice	Date	Description		Amount
	01132016	01/13/2016	Travel Reimbursement 011116-011316		62.50
Check	03/07/2016	275510 Accounts Payable	GEISER , RAYMOND		12,820.25
	Invoice	Date	Description		Amount
	2016-3	02/29/2016	Legal Services for Indigent Citizens		12,820.25
Check	03/07/2016	275511 Accounts Payable	GILA COUNTY TREASURER		3,458.67
	Invoice	Date	Description		Amount
	02182016	02/18/2016	Juror REimbursements		3,458.67
Check	03/07/2016	275512 Accounts Payable	GILA COUNTY TREASURER		3,859.37
	Invoice	Date	Description		Amount
	02262016	02/26/2016	Pyt for Jurors		3,859.37
Check	03/07/2016	275513 Accounts Payable	GILA SWEEPING		325.00
	Invoice	Date	Description		Amount
	296295	02/29/2016	Parking Lot Sweeping		150.00
	296296	02/29/2016	Parking Lot Sweeping		75.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/07/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	296297	02/29/2016	Parking Lot Sweeping		50.00
	296298	02/29/2016	Parking Lot Sweeping		50.00
Check	03/07/2016	275514 Accounts Payable	GLASS MASTERS INC		265.00
	Invoice	Date	Description		Amount
	1284	02/23/2016	Winshield REpair B#20		265.00
Check	03/07/2016	275515 Accounts Payable	GLOBALSTAR USA LLC		339.47
	Invoice	Date	Description		Amount
	107135656	02/16/2016	Phones for Act# 110013826		339.47
Check	03/07/2016	275516 Accounts Payable	GLOBE EXTERMINATORS		35.00
	Invoice	Date	Description		Amount
	PC581716	02/17/2016	Extermination @ Rabies		35.00
Check	03/07/2016	275517 Accounts Payable	GREAT AMERICA LEASING CORPORATION		287.82
	Invoice	Date	Description		Amount
	18339772	02/22/2016	BizHub C454 Superior Courts		287.82
Check	03/07/2016	275518 Accounts Payable	HATCH CONSTRUCTION & PAVING		1,350.71
	Invoice	Date	Description		Amount
	18323	02/22/2016	3/8" COLD MIX FOR PATCHING COUNTY MAINTAINED ROADS		1,350.71
Check	03/07/2016	275519 Accounts Payable	HIGH COUNTRY PLUMBING		1,555.04
	Invoice	Date	Description		Amount
	187638	02/29/2016	Back Flow Inspection & Repairs/Payson Facilities		1,555.04
Check	03/07/2016	275520 Accounts Payable	HILLYARD PHOENIX		2,384.85
	Invoice	Date	Description		Amount
	601966378	02/16/2016	Dust Pads		34.96
	601959752	02/10/2016	for Janitorial Supplies & Equipment		2,349.89
Check	03/07/2016	275521 Accounts Payable	JCG TECHNOLOGIES		3,405.27
	Invoice	Date	Description		Amount
	5124	01/20/2016	Liberty Recording Software		3,405.27
Check	03/07/2016	275522 Accounts Payable	JEROME , SAMANTHA D		529.53

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/07/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	01282016	01/28/2016	Travel Reimbursement Jan 16		529.53
Check	03/07/2016	275523 Accounts Payable	JONES SKELTON AND HOCHULI		22.50
	Invoice	Date	Description		Amount
	475127	02/17/2016	Legal Advice/Representation		22.50
Check	03/07/2016	275524 Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A. INC		117.86
	Invoice	Date	Description		Amount
	238251765	02/11/2016	BizHub C454e Globe Health/Color		49.45
	238284446	02/16/2016	BizHub 501 Community Services		68.41
Check	03/07/2016	275525 Accounts Payable	KS STATEBANK		246.81
	Invoice	Date	Description		Amount
	Pyt30-3345816	03/02/2016	BizHub C654e Payson Assessor's Office		246.81
Check	03/07/2016	275526 Accounts Payable	KS STATEBANK		267.25
	Invoice	Date	Description		Amount
	Pyt18-3347349	03/02/2016	BizHub C554e Payson Sheriff's Record Office		267.25
Check	03/07/2016	275527 Accounts Payable	KS STATEBANK		247.12
	Invoice	Date	Description		Amount
	Pyt18-3347357	03/02/2016	BizHub C224e Globe/Payson Task Force		247.12
Check	03/07/2016	275528 Accounts Payable	KS STATEBANK		216.43
	Invoice	Date	Description		Amount
	Pyt4-3349111	03/03/2016	Recorder Office Bizhub 554e-Mohave Contract #10i-KMBS-0127		216.43
Check	03/07/2016	275529 Accounts Payable	KWIK KOOL REFRIGERATION		3,930.16
	Invoice	Date	Description		Amount
	5750	02/22/2016	Courthouse Replaced Compressor		3,930.16
Check	03/07/2016	275530 Accounts Payable	KYOCERA MITA AMERICA INC		100.00
	Invoice	Date	Description		Amount
	18297538	02/12/2016	Damages to Returned Copier		100.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/07/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/07/2016	275531 Accounts Payable	LAW OFFICE OF CARRIE CANIZALES PLLC		9,900.00
	Invoice	Date	Description		Amount
	1602	03/03/2016	Legal Service for Indigent Citizens		9,900.00
Check	03/07/2016	275532 Accounts Payable	LAW OFFICE OF JONATHAN L WARSHAW PLCC		6,955.00
	Invoice	Date	Description		Amount
	3-1-16	03/01/2016	Legal Services for Indigent Citizens		6,955.00
Check	03/07/2016	275533 Accounts Payable	LINDA GOSS DBA GLOBE MIAMI TIMES		489.00
	Invoice	Date	Description		Amount
	1739	01/25/2016	Advertisement in Visitors Guide		489.00
Check	03/07/2016	275534 Accounts Payable	LISTIAK , SHARON K		72.35
	Invoice	Date	Description		Amount
	CCO10199	12/01/2014	Reimbursement for Safety Kits 2014		72.35
Check	03/07/2016	275535 Accounts Payable	MATLOCK GAS & EQUIPMENT		863.88
	Invoice	Date	Description		Amount
	76272	02/17/2016	Propane for Animal Control Act# 132589		383.88
	23471	02/16/2016	Propane Assistance #184028 HH# 10629		480.00
Check	03/07/2016	275536 Accounts Payable	MCSPADDEN FORD INC		3,386.39
	Invoice	Date	Description		Amount
	19895	02/17/2016	Repair Vehicle B-133 K-9 Unit		3,386.39
Check	03/07/2016	275537 Accounts Payable	MIAMI ARIZONA BOOMTOWN SPREE ASSOCIATION INC		500.00
	Invoice	Date	Description		Amount
	02292016	02/29/2016	District 2 Contribution 2 Tough 2 Die Event		500.00
Check	03/07/2016	275538 Accounts Payable	OASIS PRINTING		27.04
	Invoice	Date	Description		Amount
	5088	02/25/2016	Business Cards for J. Sgori		27.04
Check	03/07/2016	275539 Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST PA		143.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/07/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	158501189	02/17/2016	Physical Exam for D. Krah		143.00
Check	03/07/2016	275540 Accounts Payable	OLD MAIN STORAGE		90.59
	Invoice	Date	Description		Amount
	3816291	02/24/2016	Unit 22		90.59
Check	03/07/2016	275541 Accounts Payable	PAYSON SENIOR CENTER		50,000.00
	Invoice	Date	Description		Amount
	012516PSC	01/25/2016	DIST 1 CONTRIBUTIONS AGREE #020516-1		30,000.00
	012516PSCEXPRESS	01/25/2016	DIST 1 CONTRIBUTIONS AGREE #020516 SENIOR EXPRESS		20,000.00
Check	03/07/2016	275542 Accounts Payable	PAYSON WATER DEPT		678.75
	Invoice	Date	Description		Amount
	23459-G	02/11/2016	ACCT#0009009 HH#10624		115.00
	02251600009057	02/25/2016	SERV FOR ACCT#00009057		66.19
	02251600009058	02/25/2016	SERV FOR ACCT#00009058		33.08
	02251600101825	02/25/2016	SERV FOR ACCT#00101825 GREEN VALLEY PARKWAY		33.08
	02251600120293	02/25/2016	SERV FOR ACCT#00120293		38.02
	02251600121270	02/25/2016	SERV FOR ACCT#00121270		144.47
	02251600110110	02/25/2016	SERV FOR ACCT#00110110		33.08
	02251600121262	02/25/2016	SERV FOR ACCT#00121262		123.25
	2251600120230	02/25/2016	ACCT#00120230 110 WEST MAIN STREET		33.08
	02251600121265	02/25/2016	SERV FOR ACCT#00121265		59.50
Check	03/07/2016	275543 Accounts Payable	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC		458.52
	Invoice	Date	Description		Amount
	2295931-FB16	02/17/2016	Connect 2000 Series Pitney Bowes/Lease /Maintenance		458.52
Check	03/07/2016	275544 Accounts Payable	PITNEY BOWES INC		119.62
	Invoice	Date	Description		Amount
	314717	02/12/2016	ACCT#1650-4741-88-1 PAYSON JUSTICE COURT		119.62
Check	03/07/2016	275545 Accounts Payable	RECYCLING AND LANDFILL MANAGEMENT		125.78

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/07/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	022316	02/24/2016	DISTRICT 2 DONATION GC HISTORICAL MUSEUM TREE DISPOSAL		125.78
Check	03/07/2016	275546 Accounts Payable	RICOH USA INC		36.35
	Invoice	Date	Description		Amount
	5040657581	02/23/2016	MPC2003/Auto/Shop/Color-MPC2003/Auto/Shop/B&W		36.35
Check	03/07/2016	275547 Accounts Payable	RIM COMMUNICATIONS		1,140.60
	Invoice	Date	Description		Amount
	3-2016	03/01/2016	Site Lease/Five Mile Radio Equipment		1,140.60
Check	03/07/2016	275548 Accounts Payable	RODGERS , STEVEN		300.00
	Invoice	Date	Description		Amount
	23476	02/19/2016	1120 W BIRD ST HH#10632		300.00
Check	03/07/2016	275549 Accounts Payable	SCALES , GARY V		578.34
	Invoice	Date	Description		Amount
	021916SCALESG	02/19/2016	EE GARY SCALES FEB TRAVEL REIMBURSMENT		578.34
Check	03/07/2016	275550 Accounts Payable	SCATUI		433.99
	Invoice	Date	Description		Amount
	030116	03/01/2016	DSL for Internet Access		433.99
Check	03/07/2016	275551 Accounts Payable	SERVICE PLUS INC		250.50
	Invoice	Date	Description		Amount
	44044	02/17/2016	Sheriff's Office Appliance Service and Repair		250.50
Check	03/07/2016	275552 Accounts Payable	SOUTHWEST GAS		4,409.30
	Invoice	Date	Description		Amount
	0225164611009883	02/25/2016	SERV FOR ACCT#461-1009883-001		152.53
	0225164610084147	02/25/2016	SERV FOR ACCT#461-0084147-021		3,748.57
	0225164610090218	02/25/2016	SERV FOR ACCT#461-0090218-023		236.27
	0225164610026693	02/25/2016	SERV FOR ACCT#461-0026693-022		271.93
Check	03/07/2016	275553 Accounts Payable	SPARKLETTS		1,084.25
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/07/2016

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	JAN2016		02/11/2016	ANIMAL SHELTER		5.00
	JAN2016-1		02/11/2016	ASSESSOR		52.25
	JAN2016-2		02/11/2016	BOARD OF SUPERVISORS		32.00
	JAN2016-3		02/11/2016	CHILD SUPP0RT		65.75
	JAN2016-4		02/11/2016	COUNTY ATTORNEY		97.75
	JAN2016-5		02/11/2016	CLERK OF COURT (COUNTY CLERK)		30.00
	JAN2016-6		02/11/2016	COUNTY SCHOOLS		38.75
	JAN2016-7		02/11/2016	COURT ADMINISTRATION		25.25
	JAN2016-8		02/11/2016	ELECTION BOARD		37.00
	JAN2016-9		02/11/2016	FINANCE		25.25
	JAN2016-10		02/11/2016	HEALTH DEPARTMENT		87.75
	JAN2016-11		02/11/2016	Globe Probation/Juvenile Detention		54.00
	JAN2016-12		02/11/2016	PERSONNEL		18.50
	JAN2016-13		02/11/2016	PUBLIC FIDUCIARY		32.00
	JAN2016-14		02/11/2016	PUBLIC WORKS		68.00
	JAN2016-15		02/11/2016	RE EMPLOYMENT		84.25
	JAN2016-16		03/02/2016	RECORDER		32.50
	JAN2016-18		02/11/2016	SHERIFF DEPARTMENT		259.50
	JAN2016-19		02/11/2016	TREASURER		38.75
Check	03/07/2016	275554 Accounts Payable		STANDIFIRD , BARRY		9,582.05
	Invoice		Date	Description		Amount
	BASFEBRUARY2016		02/26/2016	Legal Services for Indigent Citizens		9,582.05
Check	03/07/2016	275555 Accounts Payable		STATE OF ARIZONA (ADEQ)		953.54
	Invoice		Date	Description		Amount
	229257X		01/27/2016	BUCKHEAD MESA LANDFILL 4TH QTR FEES		953.54
Check	03/07/2016	275556 Accounts Payable		STATE OF ARIZONA (ADEQ)		1,345.37
	Invoice		Date	Description		Amount
	229256X		01/27/2016	RUSSELL GULCH LANDFILL 4TH QTR FEES		1,345.37
Check	03/07/2016	275557 Accounts Payable		SUDDENLINK COMMUNICATIONS		2,873.50
	Invoice		Date	Description		Amount
	022116722103001		02/21/2016	108 Main, Payson/722103001		1,934.29

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/07/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	022416520525201	02/24/2016	Commercial Service Order & Agreement		846.26
	022416520452101	02/24/2016	SERVICE FOR #100001-3551-520452101		92.95
Check	03/07/2016	275558 Accounts Payable	TNT SHREDDING		75.00
	Invoice	Date	Description		Amount
	e160212-8	02/12/2016	PAYSON JAIL DOCUMENT SHREDDING		75.00
Check	03/07/2016	275559 Accounts Payable	TONTO SILK SCREEN & EMBROIDERY		3,723.66
	Invoice	Date	Description		Amount
	19709	02/11/2016	Voter Registration t-shirts for schools-Small-XL		3,723.66
Check	03/07/2016	275560 Accounts Payable	TRINITY SERVICE GROUP INC		27,841.24
	Invoice	Date	Description		Amount
	3008600028	02/04/2016	Inmate Meals		585.20
	30086000026	02/04/2016	Inmate Meals		2,196.38
	30086000027	02/04/2016	Inmate Meals		25,059.66
Check	03/07/2016	275561 Accounts Payable	UNIFIRST CORPORATION		79.41
	Invoice	Date	Description		Amount
	315-1616375	02/17/2016	Copper & Timber Shops Uniform delivery & cleaning serv		79.41
Check	03/07/2016	275562 Accounts Payable	UNITED STATES POSTAL SERVICE POSTMASTER		5,000.00
	Invoice	Date	Description		Amount
	030316	03/04/2016	PRESIDENTIAL PREFERENCE BALLOTS		5,000.00
Check	03/07/2016	275563 Accounts Payable	UNIVERSITY OF ARIZONA		250.00
	Invoice	Date	Description		Amount
	020116UOFA	02/01/2016	DIST 2 DONATION ARIZONA PROJECT WET		250.00
Check	03/07/2016	275564 Accounts Payable	UNIVERSITY OF ARIZONA - COLLEGE OF AGRICULTURE		185.00
	Invoice	Date	Description		Amount
	022616CHENEYB	02/26/2016	BETHENY CHENEY MASTER GARDNER COURSE COMMUNITY GARDEN PROJECT		185.00
Check	03/07/2016	275565 Accounts Payable	UPHOLSTERY STATION		231.04
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 03/07/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	425	02/29/2016	B-121 SHERIFF UPHOLSTERY		231.04
Check	03/07/2016	275566 Accounts Payable	VERIZON WIRELESS		600.49
	Invoice	Date	Description		Amount
	9760968849	02/23/2016	ACCT#242008372-00001 LIBRARY DISTRICT		360.43
	9760968850	02/23/2016	ACCT#242008372-00002		40.01
	9760968851	02/23/2016	ACCT#24200083720-00003		40.01
	9760968852	02/23/2016	ACCT#242008372-00005		40.01
	9760968853	02/23/2016	ACCT#242008372-00006		40.01
	9760968854	02/23/2016	ACCT#242008372-00007		40.01
	9760968855	02/23/2016	ACCT#242008372-00008		40.01
Check	03/07/2016	275567 Accounts Payable	WASTE MATTERS INC		132.00
	Invoice	Date	Description		Amount
	160301658526	03/01/2016	107 W FRONTIER & 610 E HWY 260		132.00
Check	03/07/2016	275568 Accounts Payable	WEST PAYMENT CENTER		1,620.25
	Invoice	Date	Description		Amount
	833388787	02/01/2016	ACCT#1000610674 JAN 2016		1,620.25
Check	03/07/2016	275569 Accounts Payable	WILLIAMS , DEZIRAE		12.00
	Invoice	Date	Description		Amount
	021216WILLIAMSD	02/12/2016	EE DEZIRAE WILLIAMS FEB TRAVEL REIMBURSEMENT		12.00
Check	03/07/2016	275570 Accounts Payable	WRIGHT , TIMOTHY		330.48
	Invoice	Date	Description		Amount
	030116WRIGHTT	03/01/2016	EE TIMOTHY WRIGHT FEB/MAR TRAVEL REIMBURSEMENT		330.48
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 100		$718,672.69

Checks: 100 $718,672.69

*****Gila County*****

Void Payment Post Listing

Type	Number	Issue Date	Status	Void Reason	Void Date	Source	Payee	Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable								
Check	275469	03/01/2016	Voided	Other Void	03/03/2016	Accounts Payable	MARIAH CAMPAGNA	50.00
Total Voided Transactions:	1							$50.00

unable to Travel 3-3-16

No Payroll Activity

Credit Card
Transaction Summary

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 03/07/2016 06:58:52 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '02/29/2016' AND '03/06/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
ACE HARDWARE	1	$26.07		$0.00	1	$26.07
ACE HDWE.	5	$76.73		$0.00	5	$76.73
AMAZON MKTPLACE PMTS	6	$548.21		$0.00	6	$548.21
AMAZON.COM	5	$880.45		$0.00	5	$880.45
ARBYS 5288	1	$6.73		$0.00	1	$6.73
AWL*PEARSON EDUCATION	1	$300.54		$0.00	1	$300.54
BASHAS' #054	1	$7.14		$0.00	1	$7.14
BATTERY JUNCTION	1	$352.80		$0.00	1	$352.80
BELL FORD INC	4	$228.64		$0.00	4	$228.64
BEST WESTERN DESERT IN	1	$172.54		$0.00	1	$172.54
BLACK AND TAN TALES LL	1	$134.81		$0.00	1	$134.81
BROWNS PARTSMASTER	1	$102.30		$0.00	1	$102.30
BUFFALO BAR & GRILLE	1	$19.41		$0.00	1	$19.41
BUTCHER HOOK	1	$10.19		$0.00	1	$10.19
CADCA ALEXANDRIA VA	1	$595.00		$0.00	1	$595.00
CARDOS PIZZA	2	$35.39		$0.00	2	$35.39
CARL SANDEFUR SNAP ON	1	$16.07		$0.00	1	$16.07
CENTRAL AZ SUPPLY	2	$136.92		$0.00	2	$136.92
CERTIFIED BICYCLE	1	$71.76		$0.00	1	$71.76
CHAPMAN AUTO CENTER	1	$7.15		$0.00	1	$7.15
CHARM-TEX	3	$970.50		$0.00	3	$970.50
CIRCLE K 01217	1	$210.00		$0.00	1	$210.00
COBRE VALLEY MOTORS	1	$40.25		$0.00	1	$40.25
COPPER HILLS INN	1	$92.63		$0.00	1	$92.63

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Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 03/07/2016 06:58:52 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '02/29/2016' AND '03/06/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
CULVER'S OF PHOENI	1	$15.18		$0.00	1	$15.18
DEK AUTO PARTS LLC	6	$207.81		$0.00	6	$207.81
DELL SALES & SERVICE	1	$418.12		$0.00	1	$418.12
DMI* DELL K-12/GOVT	1	$71.27		$0.00	1	$71.27
DOMINO'S PIZZA 7569	1	$25.13		$0.00	1	$25.13
EMPIRE 00.PT	1	$100.00		$0.00	1	$100.00
EMPIRE INTERNET PARTS	7	$721.53		$0.00	7	$721.53
FAMILY DOLLAR #5082	2	$183.53		$0.00	2	$183.53
FAMILY DOLLAR #5102	1	$8.69		$0.00	1	$8.69
FIESTA BUSINESS PRODUC	1	$150.78		$0.00	1	$150.78
FOUNDATION FOR A DRUG	1	$21.08		$0.00	1	$21.08
FRYS-FOOD-DRG #109	1	$24.44		$0.00	1	$24.44
GIANT #6634	1	$33.00		$0.00	1	$33.00
GIANT CAR WASH #62	3	$30.00		$0.00	3	$30.00
GOKEYLESS		$0.00	1	($157.14)	1	($157.14)
HAJOCA ABLE BUDS 359	1	$16.88		$0.00	1	$16.88
HERTZ RENT-A-CAR	1	$11.36		$0.00	1	$11.36
HOBBY LOBBY #409	1	$43.21		$0.00	1	$43.21
HOLIDAY INN EXPRESS	1	$171.80		$0.00	1	$171.80
HOLIDAY INN EXPRESS GL	1	$93.54		$0.00	1	$93.54
HORNE DODGE CHRYSLER J	1	$46.21	1	($9.54)	2	$36.67
IN *NUTRITION MATTERS,	1	$183.00		$0.00	1	$183.00
IN-N-OUT BURGER #252	1	$6.14		$0.00	1	$6.14
INK TECHNOLOGIES LLC	1	$109.80		$0.00	1	$109.80

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Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
INTERSTATE BATTERIES	1	$117.86		$0.00	1	$117.86
INTUIT *CHECKS / FORMS	1	$600.54		$0.00	1	$600.54
JOHN E. REID AND ASSOC	1	$670.00		$0.00	1	$670.00
KEVLIN STEEL & SUPPLY	2	$184.95		$0.00	2	$184.95
KIMBALL MIDWEST	1	$15.76		$0.00	1	$15.76
LOWERYS WINDOW AND DOO	1	$207.80		$0.00	1	$207.80
MACKS AUTO SUPPLY GLOB	5	$752.76		$0.00	5	$752.76
MAJESTIC MOUNTAIN INN	1	$95.53		$0.00	1	$95.53
MARRIOTT WARDMAN PARK	1	$2,506.90		$0.00	1	$2,506.90
MAST INNKEEPERS LLC	1	$540.00		$0.00	1	$540.00
MCDONALD'S F13035	1	$5.65		$0.00	1	$5.65
MCSPADDEN FORD	3	$89.70		$0.00	3	$89.70
MERLE'S AUTO SUPPLY	8	$689.97		$0.00	8	$689.97
MID STATE PIPE & SUPPL	3	$239.06		$0.00	3	$239.06
NATIVE 43 - PAYSON	1	$16.72		$0.00	1	$16.72
NEWMAN SIGNS INC	1	$49.45		$0.00	1	$49.45
NORWEST SAFETY	1	$111.47		$0.00	1	$111.47
OFFICE DEPOT 1135	2	$118.59		$0.00	2	$118.59
OFFICE DEPOT #1080	1	$8.73		$0.00	1	$8.73
OFFICE DEPOT #1127	1	$18.73		$0.00	1	$18.73
OFFICE DEPOT #5101	20	$2,410.06		$0.00	20	$2,410.06
OFFICE DEPOT #5125	1	$3.37		$0.00	1	$3.37
OFFICESUPPLY.COM	1	$31.42		$0.00	1	$31.42
OREILLY AUTO 00027755	1	$55.91		$0.00	1	$55.91

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Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
PALACE HEALTH MART	2	$357.06		$0.00	2	$357.06
PAYPAL *ALZHEIMERSA	1	$20.00		$0.00	1	$20.00
PAYPAL *AZIAAO	2	$685.00		$0.00	2	$685.00
PAYPAL *CHICAGOLAWN	1	$39.44		$0.00	1	$39.44
PAYSON CARQUEST	22	$1,189.86		$0.00	22	$1,189.86
PAYSON TIRE AND AUTOMO	1	$333.40		$0.00	1	$333.40
PINAL LUMBER	11	$599.78		$0.00	11	$599.78
PITNEY BOWES*	1	$28.00		$0.00	1	$28.00
PRINTERSUPPLIES.COM	1	$30.00		$0.00	1	$30.00
PROVANTAGE LLC	1	$910.45		$0.00	1	$910.45
QT 453 05004536	1	$23.96		$0.00	1	$23.96
QT 454 05004544	1	$4.57		$0.00	1	$4.57
QUALITY INN	1	$68.23		$0.00	1	$68.23
R F PARTS CO	1	$165.95		$0.00	1	$165.95
RADISSON PHOENIX NORTH	1	$191.37		$0.00	1	$191.37
ROOSEVELT STORE	1	$150.00		$0.00	1	$150.00
SAFEWAY STORE00015362	1	$2.03		$0.00	1	$2.03
SAFEWAY STORE00017335	1	$19.37		$0.00	1	$19.37
SAFEWAY STORE00031872	1	$19.62		$0.00	1	$19.62
SAN CARLOS APACHE	1	$15.00		$0.00	1	$15.00
SEAT COVERS UNLIMITED	1	$213.94		$0.00	1	$213.94
SHOW LOW PIZZA FACTORY	1	$21.21		$0.00	1	$21.21
SOUTHWES 0052624781224	2	$745.92		$0.00	2	$745.92
SPRINGHILL SUITES BY M	1	$122.39		$0.00	1	$122.39

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Selection Criteria: Post Date Is Between '02/29/2016' AND '03/06/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
SQ *BERNIE'S AWARDS	2	$50.62		$0.00	2	$50.62
SQ *EARTHQUEST PLUM	1	$100.00		$0.00	1	$100.00
STAR VALLEY STORAGE	1	$124.03		$0.00	1	$124.03
SUBWAY 00023457	1	$41.31		$0.00	1	$41.31
SWEET TOMATOES 95 Q14	1	$15.51		$0.00	1	$15.51
TESSCO TECHNOLOGIES	1	$450.04		$0.00	1	$450.04
THE HOME DEPOT #0422	5	$800.39		$0.00	5	$800.39
THE HOME DEPOT 404	1	$129.66		$0.00	1	$129.66
THE PARKING SPOT 220	1	$54.68		$0.00	1	$54.68
TLO TRANSUNION	1	$25.75		$0.00	1	$25.75
TONTO APACHE MAZATZAL	1	$17.89		$0.00	1	$17.89
TRACTOR SUPPLY CO #172	2	$119.43		$0.00	2	$119.43
TRACTOR SUPPLY CO #201	1	$413.13		$0.00	1	$413.13
UNITED FIRE EQUIPMENT	2	$1,890.19		$0.00	2	$1,890.19
WAL-MART #1230	1	$36.59		$0.00	1	$36.59
WAL-MART #1334	2	$747.42		$0.00	2	$747.42
WAL-MART #1369	2	$142.62		$0.00	2	$142.62
WIST SUPPLY EQUIPMENT	6	$1,321.00	3	($26.00)	9	$1,295.00
WM SUPERCENTER #1230	1	$11.61		$0.00	1	$11.61
WM SUPERCENTER #1328	1	$43.96		$0.00	1	$43.96
WM SUPERCENTER #1334	4	$416.55		$0.00	4	$416.55
WM SUPERCENTER #1369	3	$159.43		$0.00	3	$159.43
WPSANTENNAS.COM	1	$379.99		$0.00	1	$379.99
WW GRAINGER	1	$14.74		$0.00	1	$14.74

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Selection Criteria: Post Date Is Between '02/29/2016' AND '03/06/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
WWW.ACEHARDWARE.COM	1	$125.68		$0.00	1	$125.68
Grand Total:	**243**	**$30,864.43**	**5**	**($192.68)**	**248 Transaction(s)**	**$30,671.75**

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Gila County, Arizona

Weekly Expenditure Report
(22 February – 28 February 2016)

Gila County Finance Department

Gila County Finance Department

Weekly Expenditure Report

(22 February - 28 February 2016)

Accounts Payable Expenditures

AP Expenditure Type	Payee/Description		Amount	Comment
Special Check Run	Commercial Card Solutions	$	120,859.43	*Batch Date 2/23/16*
Special Check Run	Green Valley Apartments	$	400.00	*Batch Date 2/23/16*
Special Check Run		$	-	
Regular Weekly AP Check Run	Various Payees - 71 Checks	$	98,452.91	*Batch Date 2/29/16*
		$	-	
	Gross AP Expenditures:	**$**	**219,712.34**	
Void - Check #		$	-	
Void - Check #				
Void - Check #		$	-	
	Less Voided Payments:	$	-	
	Net AP Expenditures:	**$**	**219,712.34**	

AP Reference Only	Payee/Description		Amount	Comment
Void #/ Reissue #		$	-	
Void #/ Reissue #		$	-	
Void #/ Reissue #		$	-	

Payroll Expenditures

Payroll Expenditure Type	Payee/Description		Amount	Comment
Regular Payroll	Direct Deposit Payments	$	567,872.56	
Regular Payroll	Paper Checks	$	27,977.04	
Employer Taxes	Social Security and Medicare	$	67,869.18	
Withholdings / Deductions	Employee Withholdings / Deductions	$	333,557.75	
Benefits	Retirement, Health Insurance, etc.	$	306,608.89	
	Sub-total Payroll Expenditures:	**$**	**1,303,885.42**	
Payroll - Hand Issue		$	-	
Payroll - Hand Issue		$	-	
Employer Taxes	Social Security and Medicare	$	-	
Withholdings / Deductions	Employee Withholdings / Deductions	$	-	
Benefits	Retirement, Health Insurance, etc.	$	-	
	Sub-total Hand Issue Payroll Expenditures:	$	-	
	Total Payroll Expenditures:	**$**	**1,303,885.42**	

Payroll Reference Only	Payee/Description		Amount	Comment
Void #220164	*JP Morgan ACH*	*$*	*567,872.56*	*Electronic Transaction*

Summary of Expenditures

Net Accounts Payable Expenditures:	$	219,712.34
Total Payroll Expenditures:	$	1,303,885.42
Total Accounts Payable & Payroll Expenditures:	**$**	**1,523,597.76**

Credit Card Charges

Transaction	Merchant		Amount	*Comment*
263 Transactions 22 Feb - 28 Feb 2016	*Various Merchants*	*$*	*30,966.83*	*Payment Due: Mar 2016*

(29 Feb 2016) AW

Accounts Payable

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 02/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	02/23/2016	275367 Accounts Payable	COMMERCIAL CARD SOLUTIONS		120,859.43
	Invoice	Date	Description		Amount
	02012016	02/01/2016	Jan 2016 Chrgs Act#5567239000000214		120,859.43
Check	02/23/2016	275368 Accounts Payable	GREEN VALLEY APARTMENTS		400.00
	Invoice	Date	Description		Amount
	23300	01/07/2016	Eviction Prevention # 19 HH# 10571		400.00
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 2		$121,259.43

Checks: 2 $121,259.43

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 02/29/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	02/29/2016	275398 Accounts Payable	AFFILION OF COBRE VALLEY PLL		221.18
	Invoice	Date	Description		Amount
	012916	01/29/2016	PAT#001151128640ACV INS#A31513246		221.18
Check	02/29/2016	275399 Accounts Payable	ALLIANT GAS LLC		1,895.28
	Invoice	Date	Description		Amount
	021516000414100	02/15/2016	ACCT#000414100		10.87
	021516020026100	02/15/2016	ACCT#20026100 BIO		10.87
	021516000842600	02/15/2016	SERV FOR 842600		163.23
	021516000460000	02/15/2016	ACCT#460000 SO/JAIL		1,317.45
	021516000753400	02/15/2016	1100 N BEELINE HWY #G		248.05
	021516000415300	02/15/2016	CUST#044203 ACCT#000415300		144.81
Check	02/29/2016	275400 Accounts Payable	ALLISON , DONNA		300.00
	Invoice	Date	Description		Amount
	GC201500043	11/16/2015	GC2015-0042 LITCH INVESTIGATION		300.00
Check	02/29/2016	275401 Accounts Payable	APPLE INC		2,655.62
	Invoice	Date	Description		Amount
	4368176137	12/15/2015	PHEP Ipad Pro x2 and accessories		125.78
	4367974078	12/15/2015	PHEP Ipad Pro x2 and accessories		158.00
	4369857030	12/25/2015	PHEP Ipad Pro x2 and accessories		211.07
	4368192445	12/16/2015	PHEP Ipad Pro x2 and accessories		990.31
	4369922426	12/26/2015	PHEP Ipad Pro x2 and accessories		180.15
	4368192446	12/16/2015	PHEP Ipad Pro x2 and accessories		990.31
Check	02/29/2016	275402 Accounts Payable	ARIZONA ANIMAL CONTROL ASSOCIATION		25.00
	Invoice	Date	Description		Amount
	020116CASTANEDAJ	02/01/2016	JOHN CASTANEDA AZACA 2016 MEMBERSHIP		25.00
Check	02/29/2016	275403 Accounts Payable	ARIZONA PUBLIC SERVICE		1,318.00
	Invoice	Date	Description		Amount
	23468	02/16/2016	ACCT#468347286 & 679347281 HH#8621		568.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 02/29/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	23474	02/17/2016	ACCT#851516283 HH#4162		480.00
	23470	02/16/2016	ACCT#459124283 HH#3147		270.00
Check	02/29/2016	275404 Accounts Payable	ARIZONA PUBLIC SERVICE		4,358.39
	Invoice	Date	Description		Amount
	021516972826287	02/15/2016	972826287 CLAYPOOL-LOWER MIAMI SLID		1,875.04
	021516492826287	02/15/2016	492826287 MIDLAND-CENTRAL HEIGHTS		1,304.16
	021516046613280	02/15/2016	046613280 CENTRAL HEIGHTS IMP DIST		108.00
	020916128235287	02/09/2016	1100 N Beeline Unit G Education Service		67.16
	021716344262282	02/17/2016	344262282 CARETAKER TRAILER, STAR VALLEY YARD		292.14
	021916202566283	02/19/2016	202566283 S/O EVIDENCE STORAGE BLDG		60.85
	021916548862289	02/19/2016	548862289 COURTHOUSE PARKING LOT LIGHTS		651.04
Check	02/29/2016	275405 Accounts Payable	ARIZONA WATER COMPANY		366.48
	Invoice	Date	Description		Amount
	0216160912008155	02/16/2016	SEARCH & RESCUE 1992 HWY 88		106.61
	0219160912403730	02/19/2016	ACCT#091-24-03730-2 APACHE AVE COMPLEX		229.96
	0219160912403731	02/19/2016	ACCT#091-24-03731-1 APACHE AVE SPRINKLERS		29.91
Check	02/29/2016	275406 Accounts Payable	AT&T		41.84
	Invoice	Date	Description		Amount
	0215169284747100	02/15/2016	030 476 0992 001 SHERIFF YOUNG		10.13
	0215169284672156	02/15/2016	ACCT#0190861845001 928-467-2156		31.71
Check	02/29/2016	275407 Accounts Payable	AT&T		1.45
	Invoice	Date	Description		Amount
	0222169284672515	02/22/2016	ACCT#H035416572		1.45
Check	02/29/2016	275408 Accounts Payable	BERNAYS , MICHAEL B		7,673.00
	Invoice	Date	Description		Amount
	2016-03	02/22/2016	Legal Services fro Indigent Citizens		7,673.00
Check	02/29/2016	275409 Accounts Payable	BOSE PUBLIC AFFAIRS GROUP		8,281.00
	Invoice	Date	Description		Amount
	643662	02/09/2016	Federal Relations Services and Support		8,281.00
Check	02/29/2016	275410 Accounts Payable	BURK , STEVEN E		5,832.34

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 02/29/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	20016	02/01/2016	Provide Indegent Legal Counsel In Gila County		5,832.34
Check	02/29/2016	275411 Accounts Payable	BYRUM , SUSAN		496.25
	Invoice	Date	Description		Amount
	21916	02/19/2016	JV201400063 Roland Appealte Transcripts		369.60
	22316	02/22/2016	CR2015-191 Freshwater Chg of Plea		71.40
	22216	02/22/2016	JV201400063 Appellate Transcripts Audio		55.25
Check	02/29/2016	275412 Accounts Payable	CABLE ONE		715.38
	Invoice	Date	Description		Amount
	031516-105617260	02/16/2016	Acct. No. 105617260		245.14
	021616-105921449	02/16/2016	Acct. No. 105921449		146.69
	021616-105921514	02/16/2016	Acct. No. 105921514		323.55
Check	02/29/2016	275413 Accounts Payable	CANYON STATE OIL		3,779.32
	Invoice	Date	Description		Amount
	0525336-IN	02/19/2016	Shell Spirax- Star Valley		3,779.32
Check	02/29/2016	275414 Accounts Payable	CASILLAS , SHAUNAE		50.00
	Invoice	Date	Description		Amount
	02172016	02/17/2016	Travel Cash Advance 030716-030916		50.00
Check	02/29/2016	275415 Accounts Payable	CENTURYLINK		1,104.89
	Invoice	Date	Description		Amount
	9284259269020716	02/07/2016	SERV FOR 928 425 9269 569B		101.40
	9284259273020716	02/07/2016	SERV FOR 928 425 9273 346B		36.52
	9284737919020716	02/07/2016	SERV FOR 928 473 7919 098B		144.90
	9284740295020116	02/01/2016	SERV FOR 928-474-0295		215.35
	9284253023020116	02/01/2016	SERV FOR J 928 425 3023 934M		100.84
	9284253352020116	02/01/2016	SERV FOR J 928 425 3352 483M		278.84
	9284732621020716	02/07/2016	Serv For 928-473-2621		227.04
Check	02/29/2016	275416 Accounts Payable	COBRE VALLEY CENTER FOR THE ARTS		250.00
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 02/29/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	01012016	02/22/2016	District 2 Donation Youth Theater Troupe		250.00
Check	02/29/2016	275417 Accounts Payable	COBRE VALLEY REGIONAL MEDICAL CENTER		27.50
	Invoice	Date	Description		Amount
	020516-Martinez	02/05/2016	PreEmployment Testing A. Martinez		27.50
Check	02/29/2016	275418 Accounts Payable	CREDIT CARD REVOLVING FUND		5,886.56
	Invoice	Date	Description		Amount
	12012015EYLICIO	12/01/2015	Nov Chrgs Dec Chrgs Gabe Eylicio		2,445.55
	12012015MATA	12/01/2015	Nov Chrgs Dec Stmnt C. MATA		274.32
	01042016CHAVEZ	01/04/2016	Dec Chrgs Jan Stmnt Sarah Chavez		1,380.00
	022616RIGGSK	02/01/2016	KELLY RIGGS FEB STMT FOR JAN CHGS		102.10
	022616LANCIERIA	02/01/2016	ALBERTA LANCIERI FEB STMT FOR JAN CHGS		303.66
	022616WISDOME	02/01/2016	EDDIE WISDOM FEB STMT FOR JAN CHGS		229.95
	02012016GOLDEN	02/01/2016	Jan Chrgs Feb Stmnt Mike Golden		64.02
	02012016COONS	02/01/2016	Jan Chrgs Feb Stmnt Shannon Coons		49.00
	02012016HOMAN	02/01/2016	Jan Chrgs Feb Stmnt Tom Homan		757.71
	02012016HILLERY	02/01/2016	Jan Chrgs Feb Stmnt Nyra Hillery		149.66
	02012016BRANDSTE	02/01/2016	Jan Chrgs Feb Stmnt Barney Brandstetter		45.59
	02012016CHAIDEZ	02/01/2016	Jan CHrgs Feb Stmnt Stephanie Chaidez		85.00
Check	02/29/2016	275419 Accounts Payable	DALMOLIN CHIROPRACTIC CARE		85.00
	Invoice	Date	Description		Amount
	2232016	02/09/2016	CDL Physical Samson Arney		85.00
Check	02/29/2016	275420 Accounts Payable	EARTH MOVER TIRE SALES INC		160.03
	Invoice	Date	Description		Amount
	68316	02/23/2016	Copper Road dept light vehicle passenger tires		160.03
Check	02/29/2016	275421 Accounts Payable	EARTHQUEST PLUMBING INC		71.29
	Invoice	Date	Description		Amount
	1366	02/15/2016	HH#10628		71.29
Check	02/29/2016	275422 Accounts Payable	ETTER , PATRICE		2,000.00
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 02/29/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	02232016	02/23/2016	CV201300052 Payson Jury Trial		2,000.00
Check	02/29/2016	275423 Accounts Payable	FEDEX		18.26
	Invoice	Date	Description		Amount
	5-324-28938	02/18/2016	Shipping Through 021816		18.26
Check	02/29/2016	275424 Accounts Payable	FEEZOR , KRISTINE L		45.00
	Invoice	Date	Description		Amount
	02122016	02/12/2016	Travel REimbursement 021116-021216		45.00
Check	02/29/2016	275425 Accounts Payable	GARTNER , GORDAN		58.59
	Invoice	Date	Description		Amount
	02222016	02/22/2016	Reimbursement for Office Spl		58.59
Check	02/29/2016	275426 Accounts Payable	GLASS MASTERS INC		760.00
	Invoice	Date	Description		Amount
	1280	02/22/2016	Windshield Replacement Star Valley #B195		250.00
	1281	02/22/2016	50x50 Solex Lami Landfill #I-6		510.00
Check	02/29/2016	275427 Accounts Payable	GRICE , ROSE MARY		80.00
	Invoice	Date	Description		Amount
	02162016	02/16/2016	CR2003085 Salas-Gabriel Sentencing		40.00
	02242016	02/24/2016	DO2015041 Varsela vs Nieto		40.00
Check	02/29/2016	275428 Accounts Payable	HANLON ENGINEERING AND ARCHITECTURE INC		18,523.20
	Invoice	Date	Description		Amount
	8675	01/31/2016	Courthouse 1st Flr- HVAC Study		2,700.00
	8676	01/31/2016	Courthouse Airflow Testing + Analysis		15,823.20
Check	02/29/2016	275429 Accounts Payable	HOMAN , THOMAS H		25.00
	Invoice	Date	Description		Amount
	01212016	01/21/2016	Travel REimbursement 011916-012116		25.00
Check	02/29/2016	275430 Accounts Payable	KWIK KOOL REFRIGERATION		1,261.17
	Invoice	Date	Description		Amount
	5755	02/22/2016	Courthouse Roof		1,261.17

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 02/29/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/29/2016	275431 Accounts Payable	LANGUAGE LINE SERVICES, INC.		19.80
	Invoice	Date	Description		Amount
	3763848	01/31/2016	OverPhone Interpretation		19.80
Check	02/29/2016	275432 Accounts Payable	LAW OFFICE OF HARRIETTE P LEVITT		500.00
	Invoice	Date	Description		Amount
	2016-1	02/18/2016	JV2014063 Fisher First Half Appeal Fee		500.00
Check	02/29/2016	275433 Accounts Payable	LEMON , MICHAEL		781.90
	Invoice	Date	Description		Amount
	02052016	02/05/2016	Travel Reimbursement 013116-020516		781.90
Check	02/29/2016	275434 Accounts Payable	LOWDER , LOYD		400.00
	Invoice	Date	Description		Amount
	23465	02/09/2016	Rent Eviction Prevention 868 W. Merritt HH# 3439		400.00
Check	02/29/2016	275435 Accounts Payable	MATLOCK GAS & EQUIPMENT		295.00
	Invoice	Date	Description		Amount
	23473	02/17/2016	Propane 1775 N Broad #30 HH# 3540		295.00
Check	02/29/2016	275436 Accounts Payable	MCI COMM SERVICE		33.56
	Invoice	Date	Description		Amount
	021116-6P925443	02/11/2016	Phones in Young 9284683303		33.56
Check	02/29/2016	275437 Accounts Payable	MELFORD , BIANCA		92.82
	Invoice	Date	Description		Amount
	02172016	02/17/2016	Travel Reimbursement		92.82
Check	02/29/2016	275438 Accounts Payable	MESSINGER PAYSON FUNERAL HOME		4,067.90
	Invoice	Date	Description		Amount
	PF5647G	02/22/2016	Autopsy Srvcs - E. Carlise		340.00
	PF5655G	02/22/2016	Autopsy Srvcs- S. Beard		590.00
	PF5649G	02/22/2016	Autopsy Srvcs - J. Duffy		913.28
	PF5660G	02/22/2016	Autopsy Srvcs M. Wegener		415.00
	PF5641G	02/22/2016	Autopsy Srvcs- K. Nichols		590.00
	PF5639G	02/22/2016	Autopsy Srvc- J. Phillips		804.62

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 02/29/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	PF5636G	02/22/2016	Autopsy Srv- S. Leblanc		415.00
Check	02/29/2016	275439 Accounts Payable	MULTITECH		45.00
	Invoice	Date	Description		Amount
	213333	02/01/2016	ALARM MONITORING FOR EVIDENCE AREA 1315 SOUTH STREET		45.00
Check	02/29/2016	275440 Accounts Payable	OASIS PRINTING		37.90
	Invoice	Date	Description		Amount
	5044	02/16/2016	Victims Rights Sinage for Courtroom A		10.86
	5058	02/16/2016	Updated Business Cards Cassie Reyes		27.04
Check	02/29/2016	275441 Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST PA		143.00
	Invoice	Date	Description		Amount
	158495533	02/10/2016	Physcial for E. Dawson		143.00
Check	02/29/2016	275442 Accounts Payable	OIL PRICE INFORMATION SERVICES LLC		342.00
	Invoice	Date	Description		Amount
	277706	02/23/2016	Opis Wholesale Report		342.00
Check	02/29/2016	275443 Accounts Payable	ORTIZ , ANNA C		8,375.00
	Invoice	Date	Description		Amount
	03-2016	02/23/2016	Legal Services for Indigent Citizens		8,375.00
Check	02/29/2016	275444 Accounts Payable	PALMER , JESSICA		50.00
	Invoice	Date	Description		Amount
	2016-00001905	02/17/2016	3/7/16-3/9/16 TRAVEL CASH ADVANCE		50.00
Check	02/29/2016	275445 Accounts Payable	POARCH , TIFFANY A		165.24
	Invoice	Date	Description		Amount
	020516POARCHT	02/05/2016	EE TIFFANY POARCH FEB STMT FOR JAN CHGS		165.24
Check	02/29/2016	275446 Accounts Payable	PROFFITT , LINDA		300.00
	Invoice	Date	Description		Amount
	2015-00050	02/09/2016	GC2015-0050 MCINTURFF INVESTIGATION		300.00
Check	02/29/2016	275447 Accounts Payable	RIGHT AWAY DISPOSAL		200.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 02/29/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	0001192274	03/01/2016	GILA COUTY JAIL		200.00
Check	02/29/2016	275448 Accounts Payable	SAN CARLOS IRRIGATION PROJECT		800.00
	Invoice	Date	Description		Amount
	23472	02/16/2016	ACCT#61051 HH#6936		300.00
	23475	02/18/2016	ACCT#100550 HH#9648		500.00
Check	02/29/2016	275449 Accounts Payable	SANTIAGO COPPER COUNTRY		400.00
	Invoice	Date	Description		Amount
	22670	02/01/2016	5900 N MAIN #122 HH#3700		400.00
Check	02/29/2016	275450 Accounts Payable	SCALES , GARY V		537.03
	Invoice	Date	Description		Amount
	012916SCALESG	01/29/2016	EE GARY SCALES JAN TRAVEL REIMBURSEMENT		537.03
Check	02/29/2016	275451 Accounts Payable	SECRETARY OF STATE NOTARY		43.00
	Invoice	Date	Description		Amount
	021816FOWLERL	02/18/2016	LORRAINE FOWLER APP ID#52575780		43.00
Check	02/29/2016	275452 Accounts Payable	SEIBERT , MATHILDE M		81.09
	Invoice	Date	Description		Amount
	021816SEIBERTM	02/18/2016	EE MATHILDE SEIBERT FEB TRAVEL REIMBURSEMENT		81.09
Check	02/29/2016	275453 Accounts Payable	SERVICE PLUS INC		225.00
	Invoice	Date	Description		Amount
	43954	02/10/2016	Sheriff's Office Appliance Service and Repair		225.00
Check	02/29/2016	275454 Accounts Payable	SHAW , JEAN TURNEY		125.00
	Invoice	Date	Description		Amount
	21916	02/19/2016	Family Planning Consulting Services		125.00
Check	02/29/2016	275455 Accounts Payable	SOUTHWEST GAS		1,242.73
	Invoice	Date	Description		Amount
	0218164611017486	02/18/2016	SERV FOR ACCT#461-1017486-002		162.45
	0218164611017503	02/18/2016	SERV FOR ACCT#461-1017503-002		60.89

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 02/29/2016

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
	0218164611017490		02/18/2016	SERV FOR ACCT#461-1017490-002		1,019.39
Check	02/29/2016	275456 Accounts Payable		SPOK INC		15.36
	Invoice		Date	Description		Amount
	Z3774311B		02/15/2016	ACCT#3774311-9		15.36
Check	02/29/2016	275457 Accounts Payable		STONE , BARBARA		390.32
	Invoice		Date	Description		Amount
	012916		01/29/2016	HIV Care & Service		390.32
Check	02/29/2016	275458 Accounts Payable		SWISS VILLAGE SELF STORAGE		128.00
	Invoice		Date	Description		Amount
	2124		02/15/2016	UNIT 0306 MARCH RENT		128.00
Check	02/29/2016	275459 Accounts Payable		TOBIN , MARY L		30.00
	Invoice		Date	Description		Amount
	3		02/20/2016	JANUARY 2016 AFFORDABLE CARE ACT SVS		30.00
Check	02/29/2016	275460 Accounts Payable		TOWN OF WINKELMAN		5,000.00
	Invoice		Date	Description		Amount
	021116TOW		02/11/2016	DISTRICT 3 CONTRIB WINKELMAN'S VOLUNTEER FIRE DEPT. ENGINE PUMP		5,000.00
Check	02/29/2016	275461 Accounts Payable		TRUCKPRO HOLDING CORP		713.42
	Invoice		Date	Description		Amount
	326-0004876		02/09/2016	C-17 Clutch		713.42
Check	02/29/2016	275462 Accounts Payable		UNIFIRST CORPORATION		132.62
	Invoice		Date	Description		Amount
	315-1613903		02/10/2016	Copper & Timber Shops Uniform delivery & cleaning serv		79.41
	3151611931		02/04/2016	Copper & Timber Shops Uniform delivery & cleaning serv		53.21
Check	02/29/2016	275463 Accounts Payable		UNIVERSAL POLICE SUPPLY CO		31.57
	Invoice		Date	Description		Amount
	188632		02/10/2016	GOAD BELT EXCHANGE ACCT#14442		31.57
Check	02/29/2016	275464 Accounts Payable		US IMAGING		204.73
	Invoice		Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 02/29/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	8057	12/09/2015	Recorders Office Imaging		204.73
Check	02/29/2016	275465 Accounts Payable	US POSTAL SERVICE POSTAGE BY PHONE		3,010.00
	Invoice	Date	Description		Amount
	020516	02/05/2016	ACCT# 34504969		3,010.00
Check	02/29/2016	275466 Accounts Payable	WEST PAYMENT CENTER		371.47
	Invoice	Date	Description		Amount
	833462232	02/04/2016	AZ Revised Statute		282.39
	833500388	02/04/2016	ACCT#1004017146 1/5/16-2/4/16		89.08
Check	02/29/2016	275467 Accounts Payable	WHITNEY , TODD		605.43
	Invoice	Date	Description		Amount
	012616WHITNEYT	01/26/2016	EE TODD WHITNEY JAN TRAVEL REIMBURSEMENT		215.79
	021816WHITNEYT	02/18/2016	EE TODD WHITNEY FEB TRAVEL REIMBURSEMENT		389.64
Check	02/29/2016	275468 Accounts Payable	Cherry Creek Lodge		150.00
	Invoice	Date	Description		Amount
	02192016	02/19/2016	Refund of Permit to Operate #11532		150.00
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 71		$98,452.91

Checks: 71 $98,452.91

Payroll

GILA COUNTY AZ

Pay Day Register Report

Pay Date Range 02/08/16 - 02/21/16
Pay Batch 220164

Pay Batch 220164 Total

Employees in Pay Batch 578
Female Employees in Pay Batch 324

Hours Description	Hours	Gross
ADMINL - Admin Leave	72.0000	1,257.75
CALL - Call Out Pay	8.0000	151.31
CALLOW - Clothing Allowance	.0000	2,481.10
CASE PREP - Case Preparation	.0000	260.00
COMP PAYOUT - Comp Time	.2495	8.22
DF - Bereavement	52.0000	889.29
ECOMP - Earned Comp Time	52.0000	.00
ECOMP 1.5 - Earned Comp Time	177.5500	.00
ESCK - Earned Sick Time	1,636.6350	.00
EVAC - Earned Vacation	2,322.8820	.00
HALLOW - Housing Allowing	.0000	250.00
HOL - Holiday Pay	4,222.0000	83,353.17
JPT - Judge Pro Temp Pay	.0000	259.38
JUDG PRO TEMP - Temporary	78.0000	5,169.23
MILITARY W/O PAY - MILITARY	80.0000	.00
PREM - Premium - Overtime Pay	320.7500	9,475.54
REG - Regular - Hourly	34,794.2500	686,470.01
REG PT - Part-time - hourly	572.1000	8,395.08
SAL - Salary	.0000	45,592.41
TEMP - Temporary	493.2500	7,908.66
UCOMP - Used Comp Time	231.3500	4,017.93
USCKH - Used Sick - Hourly	1,440.7980	28,357.93
USED ETO - Used Earned Time	15.0000	339.45
UVACH - Used Vacation - Hourly	1,735.9020	33,624.44
VAC PAYOUT - Vacation Payout	542.7580	11,146.45
VLT - Vehicle License Tax	.0000	2,511.10
Total	48,847.4745	$929,407.35

Withholdings and Deductions		Gross Base
Gross	929,407.35	
Federal	78,108.06	783,161.85
FICA	55,005.15	887,181.06
Medicare	12,864.03	887,181.06
State Tax	25,044.20	783,161.85
Buyback - AZ State Ret	1,119.95	.00
Def Comp Pre-Tax - National	2,175.50	.00
Def Comp Pre-Tax - Security Bft	1,937.85	.00
Def Comp Pre-Tax- Met Life	240.00	.00
Def Comp Pre-Tax-Waddell	1,437.50	.00
Dental PPO	1,444.00	.00
Dental Premium	1,391.85	.00
Dues - Northern AZ Law Enf	270.00	.00
FSA-Full	883.21	.00
Garn - Chd Supp Clearinghouse	2,943.33	.00
Garn - Thunderbird Collection	568.39	.00
Garn - US Dept of Education	281.23	.00
Garn-HRC/S.Hammerman	107.70	.00
Garn-Midland Funding LLC	182.20	.00
Health Savings Acct	1,620.16	.00
High Deductible Hlth Plan	1,122.50	.00
High Deductible Plan Post-Tax	132.50	.00
Ins - AFLAC Post-Tax	609.09	.00
Ins - AFLAC Pre-Tax	4,405.25	.00
Ins - Colonial After-Tax	3,711.82	.00
Ins - Colonial Pre-Tax	1,675.24	.00
Ins - Modern Woodmen	33.55	.00
Preferred Provider Only	31,370.18	.00
Preferred Provider Post-Tax	1,397.50	.00
Retirement - AZ State	69,219.09	609,859.81
Retirement - AZ State LTD	731.80	609,859.81
Retirement - Corp AOC	4,720.54	56,130.50
Retirement - Corr Detention	7,232.17	85,994.67
Retirement - Corr Dispatcher	753.64	9,467.74
Retirement - Corr Medical	628.78	7,476.57
Retirement - Deputy	9,602.18	82,422.25
Retirement - Elected Official	4,952.01	38,092.41
Union Dues - AZCOPS	40.00	.00

Benefits	Amount
ASRS Altern Contr Rate	1,476.78
Deputy's Alternate Contrib Rate	1,052.23
Employer Provided	170,415.42
Health Savings Acct	685.00
Retirement - AZ State	69,219.09
Retirement - AZ State LTD	731.80
Retirement - Corp AOC	11,198.00
Retirement - Corr Detention	7,670.72
Retirement - Corr Dispatcher	1,341.57
Retirement - Corr Medical	666.91
Retirement - Deputy	33,199.69
Retirement - Elected Official	8,951.68
Total	$306,608.89

Direct Deposits	Amount
*JP Morgan	64,271.86
American Express Centurion Bank	869.86
American United FCU	1,031.36
America's Christian Credit Union	80.00
Arizona Central Credit Union	100.00
Arizona Federal Credit Union	320.00
Arizona State Credit Union	7,364.10
Bank of America	47,202.70
Bank of the West 2	76,607.93
Canyon State CU	20,234.22
Charles Schwab Bank	2,191.85
Colorado State Employees CU	50.00
Compass Bank	5,870.18
Desert School Federal CU	21,687.28
Discover Bank	763.44
First Convenience Bank	150.00
GE Money Bank	893.09
Great Western Bank	20,911.85
Green Dot Bank	1,016.98
M & T Bank	1,052.64
Meta Bank/Money Network	751.38
MidFirst Bank	3,077.13
Mountain America Credit Union	80.00

GILA COUNTY AZ

Pay Day Register Report

Pay Date Range 02/08/16 - 02/21/16
Pay Batch 220164

Union Dues - FOP	157.44	.00
Vision	825.00	.00
Voluntary Term Life Ins	2,613.16	.00
Net	$595,849.60	

National Bank of Arizona	9,597.35
Navy Federal Credit Union	1,740.79
Pima Federal Credit Union	100.00
Pinal County FCU	801.55
Ray Federal Credit Union	2,648.79
Redwood Credit Union	2,192.77
Robins Federal Credit Union	1,676.53
Tucson Old Pueblo CU	1,248.24
US Bank 4	966.62
USAA Federal Savings Bank	16,457.23
Vantage West Credit Union	1,065.40
Washington Federal	40,375.29
Wells Fargo	2,316.60
Wells Fargo - California	587.40
Wells Fargo - New Mexico	1,783.84
Wells Fargo Bank - North Dakota	1,249.49
Wells Fargo Bank 1	1,567.29
Wells Fargo Bank NA - Arizona	204,275.93
Wells Fargo Bank NA - Nevada	643.60
Total	$567,872.56 ✓
Check	$27,977.04 ✓

FICA $55,005.15
Medic. $12,864.03
Total $67,869.18 ✓

W/H & Ded $333,557.75

2-24-16

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 02/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	02/26/2016	275370 Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY		5,014.34
	Invoice	Date	Description		Amount
	2016-00001907	02/26/2016	AFLAC - Ins - AFLAC Pre-Tax*		5,014.34
Check	02/26/2016	275371 Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX		210,712.11
	Invoice	Date	Description		Amount
	2016-00001908	02/26/2016	PPO - Preferred Provider Only*		210,712.11
Check	02/26/2016	275372 Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM		142,498.51
	Invoice	Date	Description		Amount
	2016-00001909	02/26/2016	AZ State Retirem - Retirement - AZ State *		142,498.51
Check	02/26/2016	275373 Accounts Payable	AZCOPS		40.00
	Invoice	Date	Description		Amount
	2016-00001910	02/26/2016	UN DUES-SHER - Union Dues - AZCOPS		40.00
Check	02/26/2016	275374 Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE		5,387.06
	Invoice	Date	Description		Amount
	2016-00001911	02/26/2016	COLONIAL - Ins - Colonial Pre-Tax*		5,387.06
Check	02/26/2016	275375 Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN		34,212.33
	Invoice	Date	Description		Amount
	2016-00001912	02/26/2016	CORR MEDICAL - Retirement - Corr Medical *		34,212.33
Check	02/26/2016	275376 Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN		13,903.69
	Invoice	Date	Description		Amount
	2016-00001913	02/26/2016	ELEC OFF RET - Retirement - Elected Official *		13,903.69
Check	02/26/2016	275377 Accounts Payable	FRATERNAL ORDER OF POLICE		157.44
	Invoice	Date	Description		Amount
	2016-00001914	02/26/2016	UNION DUES - Union Dues - FOP		157.44

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 02/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/26/2016	275378 Accounts Payable	GILSBAR FSA		883.21
	Invoice	Date	Description		Amount
	2016-00001915	02/26/2016	FSA-FULL - FSA-Full		883.21
Check	02/26/2016	275379 Accounts Payable	GILSBAR HSA		2,305.16
	Invoice	Date	Description		Amount
	2016-00001916	02/26/2016	HSA - Health Savings Acct*		2,305.16
Check	02/26/2016	275380 Accounts Payable	HAMMERMAN & HULTGREN P.C.		107.70
	Invoice	Date	Description		Amount
	2016-00001917	02/26/2016	GARNISH-HRC - Garn-HRC/S.Hammerman		107.70
Check	02/26/2016	275381 Accounts Payable	JP MORGAN CHASE DOR		25,044.20
	Invoice	Date	Description		Amount
	2016-00001918	02/26/2016	STATE - State Tax		25,044.20
Check	02/26/2016	275382 Accounts Payable	JP MORGAN CHASE FEDERAL TAX		78,108.06
	Invoice	Date	Description		Amount
	2016-00001919	02/26/2016	FED - Federal		78,108.06
Check	02/26/2016	275383 Accounts Payable	JP MORGAN CHASE FICA EE		55,005.15
	Invoice	Date	Description		Amount
	2016-00001920	02/26/2016	FICA - FICA		55,005.15
Check	02/26/2016	275384 Accounts Payable	JP MORGAN CHASE FICA ER		55,005.15
	Invoice	Date	Description		Amount
	2016-00001921	02/26/2016	FICA - FICA		55,005.15
Check	02/26/2016	275385 Accounts Payable	JP MORGAN CHASE MEDICARE EE		12,864.03
	Invoice	Date	Description		Amount
	2016-00001922	02/26/2016	MEDICARE - Medicare		12,864.03
Check	02/26/2016	275386 Accounts Payable	JP MORGAN CHASE MEDICARE ER		12,864.03
	Invoice	Date	Description		Amount
	2016-00001923	02/26/2016	MEDICARE - Medicare		12,864.03
Check	02/26/2016	275387 Accounts Payable	METLIFE		240.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 02/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice	Date	Description		Amount
	2016-00001924	02/26/2016	DEF COMP EJ - Def Comp Pre-Tax- Met Life		240.00
Check	02/26/2016	275388 Accounts Payable	MIDLAND FUNDING LLC C/O JOHNSON MARK		182.20
	Invoice	Date	Description		Amount
	2016-00001925	02/26/2016	GARNISH-MIDLAND - Garn-Midland Funding LLC		182.20
Check	02/26/2016	275389 Accounts Payable	MODERN WOODMEN OF AMERICA		33.55
	Invoice	Date	Description		Amount
	2016-00001926	02/26/2016	INSURANCE - Ins - Modern Woodmen		33.55
Check	02/26/2016	275390 Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS		2,175.50
	Invoice	Date	Description		Amount
	2016-00001927	02/26/2016	DEF COMP - Def Comp Pre-Tax - National		2,175.50
Check	02/26/2016	275391 Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC		270.00
	Invoice	Date	Description		Amount
	2016-00001928	02/26/2016	ASSOC DUES - Dues - Northern AZ Law Enf		270.00
Check	02/26/2016	275392 Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM		43,854.10
	Invoice	Date	Description		Amount
	2016-00001929	02/26/2016	DEPUTY'S RET - Retirement - Deputy *		43,854.10
Check	02/26/2016	275393 Accounts Payable	SECURITY BENEFIT GROUP		1,937.85
	Invoice	Date	Description		Amount
	2016-00001930	02/26/2016	DEF COMP SB - Def Comp Pre-Tax - Security Bft		1,937.85
Check	02/26/2016	275394 Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE		2,943.33
	Invoice	Date	Description		Amount
	2016-00001931	02/26/2016	CHILD SUPPORT - Garn - Chd Supp Clearinghouse*		2,943.33
Check	02/26/2016	275395 Accounts Payable	THUNDERBIRD COLLECTION SPEC INC		568.39
	Invoice	Date	Description		Amount
	2016-00001932	02/26/2016	GARNISH-THUNDER - Garn - Thunderbird Collection*		568.39

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 02/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/26/2016	275396 Accounts Payable	US DEPARTMENT OF EDUCATION		281.23
	Invoice	Date	Description		Amount
	2016-00001933	02/26/2016	GARNISH-EDUC - Garn - US Dept of Education*		281.23
Check	02/26/2016	275397 Accounts Payable	WADDELL & REED		1,437.50
	Invoice	Date	Description		Amount
	2016-00001934	02/26/2016	DEF COMP WR - Def Comp Pre-Tax-Waddell		1,437.50
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 28		$708,035.82

Checks: 28 $708,035.82

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 02/25/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	02/25/2016	275369 Accounts Payable	JP MORGAN CHASE ACH DEPOSIT		567,872.56

Invoice	Date	Description	Amount
220164 ✓	02/25/2016	PR ACH DEPOSIT 02/08-02/21	567,872.56 ✓

JP Morgan AP JP Morgan Accounts Payable Totals: Transactions: 1 $567,872.56

Checks: 1 $567,872.56

Credit Card
Transaction Summary

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 03/01/2016 05:26:28 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '02/22/2016' AND '02/28/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
ACE HARDWARE	11	$257.76		$0.00	11	$257.76
ALTERNATIVE HOSE	1	$316.86		$0.00	1	$316.86
AMAZON MKTPLACE PMTS	8	$1,069.94		$0.00	8	$1,069.94
AMAZON.COM	7	$771.08		$0.00	7	$771.08
AMERICAN 0012396354495	2	$401.34		$0.00	2	$401.34
APCO INTERNATIONAL INC	2	$100.00		$0.00	2	$100.00
APS PAYSON 3036	3	$46.79		$0.00	3	$46.79
ARIZONA EMERGENCY PROD	1	$305.41		$0.00	1	$305.41
ARIZONA PROFES00 OF 00	2	$300.00		$0.00	2	$300.00
ASU CONFERENCES CONT E	1	$230.00		$0.00	1	$230.00
AUTOZONE #2715	1	$16.28		$0.00	1	$16.28
B&H PHOTO, 800-606-696	1	$24.99		$0.00	1	$24.99
BELL FORD INC	2	$132.58		$0.00	2	$132.58
BEST WESTERN APACHE GO	1	$55.42		$0.00	1	$55.42
BLUE WATER RESORT HOTE	2	$145.25		$0.00	2	$145.25
BLUE WATER RESORT REST	4	$81.12		$0.00	4	$81.12
BLUEDOG INK.COM	1	$275.58		$0.00	1	$275.58
BROWNS PARTSMASTER	1	$21.53		$0.00	1	$21.53
BUTCHER HOOK	1	$8.20		$0.00	1	$8.20
CASH WELLS FARGO C/A #	6	$1,256.88		$0.00	6	$1,256.88
CCR SEMINARS	1	$99.00		$0.00	1	$99.00
CHAPMAN AUTO CENTER	7	$335.86		$0.00	7	$335.86
CHEVRON 0371864	1	$15.40		$0.00	1	$15.40
CINTAS 60A SAP	5	$1,137.60		$0.00	5	$1,137.60

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Selection Criteria: Post Date Is Between '02/22/2016' AND '02/28/2016' AND Transaction Type <> 'Payment'

Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
CIRCLE K 00661	1	$15.69		$0.00	1	$15.69
CJ VOLNER AAA LOCK SER	1	$70.00		$0.00	1	$70.00
COBRE VALLEY COMMUNITY	1	$8.90		$0.00	1	$8.90
COBRE VALLEY MOTORS	5	$805.35		$0.00	5	$805.35
COPPER BISTRO	1	$66.48		$0.00	1	$66.48
COPPER HILLS INN	4	$996.50		$0.00	4	$996.50
COSTCO.COM *ONLINE	1	$489.94		$0.00	1	$489.94
CRUCIAL.COM	1	$104.23		$0.00	1	$104.23
CULVER'S OF PHOENI	1	$7.80		$0.00	1	$7.80
DEK AUTO PARTS LLC	8	$415.06	1	($91.32)	9	$323.74
DELL SALES & SERVICE	1	$209.07		$0.00	1	$209.07
DELTA 0067123344215	1	$241.60		$0.00	1	$241.60
DUNKIN #346775 Q35	2	$53.55		$0.00	2	$53.55
ELDER'S CREATIONS	1	$125.26		$0.00	1	$125.26
ELITE SOFTWARE DEV	1	$510.00		$0.00	1	$510.00
EMPIRE 00.PT	2	$200.00		$0.00	2	$200.00
EMPIRE INTERNET PARTS	9	$1,227.23		$0.00	9	$1,227.23
FEDEXOFFICE 00050187	3	$379.68		$0.00	3	$379.68
FRYS-FOOD-DRG #109	3	$70.62		$0.00	3	$70.62
GAN*AZ REP SUB	1	$38.66		$0.00	1	$38.66
GIANT CAR WASH #62	3	$24.00		$0.00	3	$24.00
GOOD 2 GO 25	1	$16.01		$0.00	1	$16.01
GUAYO'S ON THE TRAIL	1	$7.23		$0.00	1	$7.23
HOLIDAY INN EXPRESS AN	1	$199.26		$0.00	1	$199.26

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Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
HOT TOPIC PRINTING	1	$624.45		$0.00	1	$624.45
IN *CRS	1	$40.00		$0.00	1	$40.00
INLAND KENWORTH INC #2	1	$437.20		$0.00	1	$437.20
JD AND JL LOCKSHOP AND	1	$18.00		$0.00	1	$18.00
JOHN M. ELLSWORTH CO I	1	$365.51		$0.00	1	$365.51
KIMBALL MIDWEST	3	$1,324.12		$0.00	3	$1,324.12
LA CANASTA CAPITOLIO	1	$27.24		$0.00	1	$27.24
LA QUINTA INNS 0699	1	$258.12		$0.00	1	$258.12
LAFORGE TOWING	1	$124.00		$0.00	1	$124.00
LAKE OF THE WOODS	1	$378.00		$0.00	1	$378.00
LE PAIN QUOTIDIEN QPS	1	$86.28		$0.00	1	$86.28
MACKS AUTO SUPPLY GLOB	2	$236.33	2	($258.21)	4	($21.88)
MAJESTIC MOUNTAIN INN	3	$297.97		$0.00	3	$297.97
MARIAS RESTAURANT	2	$37.85		$0.00	2	$37.85
MARRIOTT WARDMAN PARK	1	$862.20		$0.00	1	$862.20
MATHESON R66	1	$36.52		$0.00	1	$36.52
MAZATZAL HOTEL	1	$260.70		$0.00	1	$260.70
MCDONALD'S F12179	1	$8.28		$0.00	1	$8.28
MCSPADDEN FORD	2	$158.30	1	($25.97)	3	$132.33
MERLE'S AUTO SUPPLY	2	$237.35	1	($119.44)	3	$117.91
MILLWORK HOLDINGS INC	1	$25.01		$0.00	1	$25.01
NACO	1	$570.00		$0.00	1	$570.00
OASIS PRINTING	2	$162.80		$0.00	2	$162.80
OFFICE DEPOT #5101	16	$2,004.87		$0.00	16	$2,004.87

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Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
OLD EBBITT GRILL	1	$96.24		$0.00	1	$96.24
OPEN DOORS ORGANIZATIO	1	$344.76		$0.00	1	$344.76
PALACE HEALTH MART	3	$405.93		$0.00	3	$405.93
PAYPAL *2WAYRP LLC	1	$5.39		$0.00	1	$5.39
PAYPAL *KCSCOMPUTER	1	$6.00		$0.00	1	$6.00
PAYPAL *NEWEGGCOM	2	$392.91		$0.00	2	$392.91
PAYPAL *WAYFAIR LLC	1	$29.98		$0.00	1	$29.98
PAYSON CARQUEST	15	$933.52	1	($69.57)	16	$863.95
PAYSON COMFORT INN	1	$94.11		$0.00	1	$94.11
PERSONNEL SAFETY	2	$80.07		$0.00	2	$80.07
PERSPECTIVE ENTERPRISE	1	$95.00		$0.00	1	$95.00
PHOENIX TIRE	2	$56.00		$0.00	2	$56.00
PINAL LUMBER	2	$47.36		$0.00	2	$47.36
PINE HARDWARE LLC	1	$30.78		$0.00	1	$30.78
PIRATES DEN RV RES	1	$45.34		$0.00	1	$45.34
PRESCOTT RESORT AND CO	1	$221.46		$0.00	1	$221.46
PRESCOTT RESORT IMR	1	$25.00		$0.00	1	$25.00
PROJECT ENERGY SAVERS	1	$430.00		$0.00	1	$430.00
QT 454 05004544	1	$4.48		$0.00	1	$4.48
QUALITY INN	1	$68.23		$0.00	1	$68.23
SAFEWAY STORE00031872	1	$5.62		$0.00	1	$5.62
SHELL OIL 605412204QPS	1	$23.82		$0.00	1	$23.82
SHOPLET.COM	4	$1,873.59		$0.00	4	$1,873.59
SIMPSON TOOLBOX	1	$48.49		$0.00	1	$48.49

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Parent Merchant Name	Number of Debits	Debit Transaction Amount	Number of Credits	Credit Transaction Amount	Total Number of Transactions	Total Transaction Amount
SKY HARBOR PARKING T3	1	$3.00		$0.00	1	$3.00
SP * MARSHMEDIA	1	$335.79		$0.00	1	$335.79
SUBWAY 00165712	1	$34.75		$0.00	1	$34.75
TEAMVIEWER 0	1	$800.50		$0.00	1	$800.50
THE HOME DEPOT #0422	2	$170.83		$0.00	2	$170.83
TONTO APACHE MAZATZAL	1	$9.63		$0.00	1	$9.63
TOOLBARN - TOOL PARTS	1	$41.25		$0.00	1	$41.25
TRACTOR SUPPLY CO #201	3	$630.53		$0.00	3	$630.53
UBER TECHNOLOGIES INC	1	$21.42		$0.00	1	$21.42
USPS 03351502733802026	1	$6.74		$0.00	1	$6.74
USPS 03617904733803438	2	$9.38		$0.00	2	$9.38
WAL-MART #1334	2	$104.83		$0.00	2	$104.83
WASH N FLUFF	1	$105.50		$0.00	1	$105.50
WIST SUPPLY EQUIPMENT	8	$1,038.68		$0.00	8	$1,038.68
WM SUPERCENTER #1334	7	$385.53		$0.00	7	$385.53
WM SUPERCENTER #1369	2	$38.04		$0.00	2	$38.04
WW GRAINGER	1	$162.77		$0.00	1	$162.77
Grand Total:	**257**	**$31,531.34**	**6**	**($564.51)**	**263 Transaction(s)**	**$30,966.83**

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