

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

REGULAR MEETING - TUESDAY, JUNE 7, 2016 - 10:00 A.M.

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

2. **PRESENTATIONS:**
 - A. Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2016-2017 fiscal year budget request to be considered for approval during Gila County's regular budget process. Presented
(Richard Gibson)

3. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Resolution No. 16-06-02 designating Gambel Drive, located in Central Heights, as a Country Dirt Road and accepting the road into the Gila County Maintained Roadway System. **(Steve Sanders)** Adopted

 - B. Information/Discussion/Action to adopt Order No. LL-16-01, an application submitted by James Aldo Bruzzi for a new Series 13 Farm Winery License for Bruzzi Vineyard located in Young. **(Marian Sheppard)** Adopted

4. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to approve a contract between Triplet Mountain Communications, Inc. and Gila County in the total amount of \$319,892.10 to provide broadband Internet speeds of 150Mbps and point-to-point service speeds of 1Gbps from the Gila County Courthouse to the Central Heights and Public Works Administration facilities for a period of five years, from July 1, 2016, through June 30, 2021. **(Kelly Riggs)** Tabled
- B. Information/Discussion/Action to approve Intergovernmental Agreement No. 030916 (Economic Development Grant) between Gila County and the Tonto Natural Resource Conservation District (Tonto NRCD) whereby the County will disburse \$30,000 to the Tonto NRCD to oversee the administration of the Regional Payson Area Project operations of two brush pits in northern Gila County so that residents may take and dispose of natural or green materials surrounding their properties, thereby minimizing the effect of potential forest fires near their properties. **(Jeff Hessianus)** Approved
- C. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 031416-Timber Region Asphalt Patching Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. **(Jeff Hessianus)** Awarded
- D. Information/Discussion/Action to approve Attachment A to this agenda item, which is the annual adjustment to the Compensation Plan based upon the annual increase in the Consumer Price Index equal to 2.0% and Approved

adjust all employees' salaries by 2.0% effective June 27, 2016. **(Don McDaniel)**

5. **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 an Application for Fireworks Display submitted by Fireworks Productions of Arizona and sponsored by Freeport-McMoRan, Inc., to provide a fireworks display on Monday, July 4, 2016, at the Miami Operations mine site of Freeport-McMoRan, Inc. | Approved |
| B. | Approval to adopt Resolution No. 16-06-01 authorizing Gila County Probation Department's participation in the FY 2016-2017 Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, and certifying that a matching fund requirement of \$1,713 for the program will be provided by the County. | Adopted |
| C. | Acknowledgment of the April 2016 monthly activity report submitted by the Clerk of the Superior Court's Office. | Acknowledged |
| D. | Acknowledgment of April 2016 monthly activity report submitted by the Payson Regional Justice of the Peace's Office. | Acknowledged |
| E. | Approval of the May 17, 2016, May 24, 2016, and May 31, 2016, Board of Supervisors' meeting minutes. | Approved |

- | | | |
|----|--|--------------|
| F. | Acknowledgment of the Human Resources reports for the weeks of May 3, 2016, May 10, 2016, May 17, 2016, May 24, 2016, May 31, 2016. | Acknowledged |
| G. | Acknowledgment of Contracts under \$50,000 which have been approved by the County Manager for the Weeks of May 03, 2016, through May 06, 2016; and May 09, 2016 through May 13, 2016. | Acknowledged |
| H. | Approval of finance reports/demands/transfers for the weeks of April 25-May 1, 2016; May 2-8, 2016; May 9-15, 2016; May 16-22, 2016; May 23-29, 2016. | Approved |
| 6. | 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 |

7. 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-3677

Presentation 2. A.

Regular BOS Meeting

Meeting Date: 06/07/2016

Submitted By: Marian Sheppard, Clerk
of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

University of Arizona (U of A), Gila County Cooperative Extension Office Annual Report and Fiscal Year (FY) 2016-2017 Budget Request

Background Information

Each year Jim Sprinkle, Ph.D., U of A Area Extension Agent, Animal Science and Gila County Cooperative Extension Director, presented the Board of Supervisors with the U of A, Gila County Cooperative Extension Office's Annual Report and a budget request for the upcoming fiscal year to be considered during the County's regular budget process. Dr. Sprinkle retired last year and Richard (Rick) Gibson, Regional Director, assumed responsibilities for the Cooperative Extension programs in Gila and Pinal Counties.

Evaluation

County elected officials and department heads are currently compiling their budgets to be considered by the Board of Supervisors on June 21, 2016, at which time the Gila County Tentative Budget will be adopted, so it is beneficial that the Board consider all budget requests as soon as possible. It would also be an opportunity for the Board members and Mr. Gibson to meet.

Conclusion

The Gila County FY 2016-2017 Tentative Budget is scheduled to be presented to the Board of Supervisors for adoption at its June 21st meeting; therefore, all budget requests should be submitted to the Board for its consideration prior to that date.

Recommendation

It is recommended that Mr. Gibson present the Annual Report and annual budget request to the Board of Supervisors on behalf of the U of A, Gila County Cooperative Extension Office.

Suggested Motion

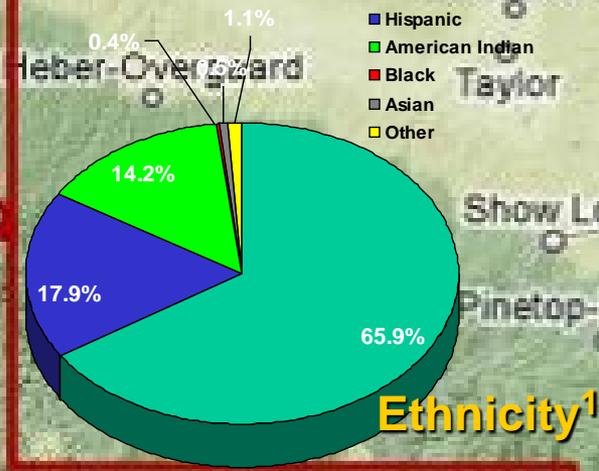
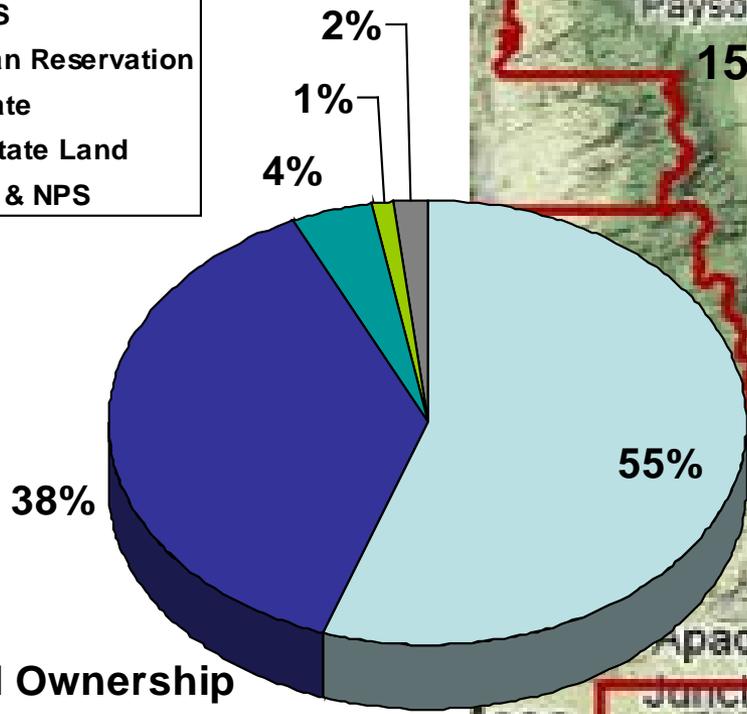
Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2016-2017 fiscal year budget request to be considered for approval during Gila County's regular budget process. **(Richard Gibson)**

Attachments

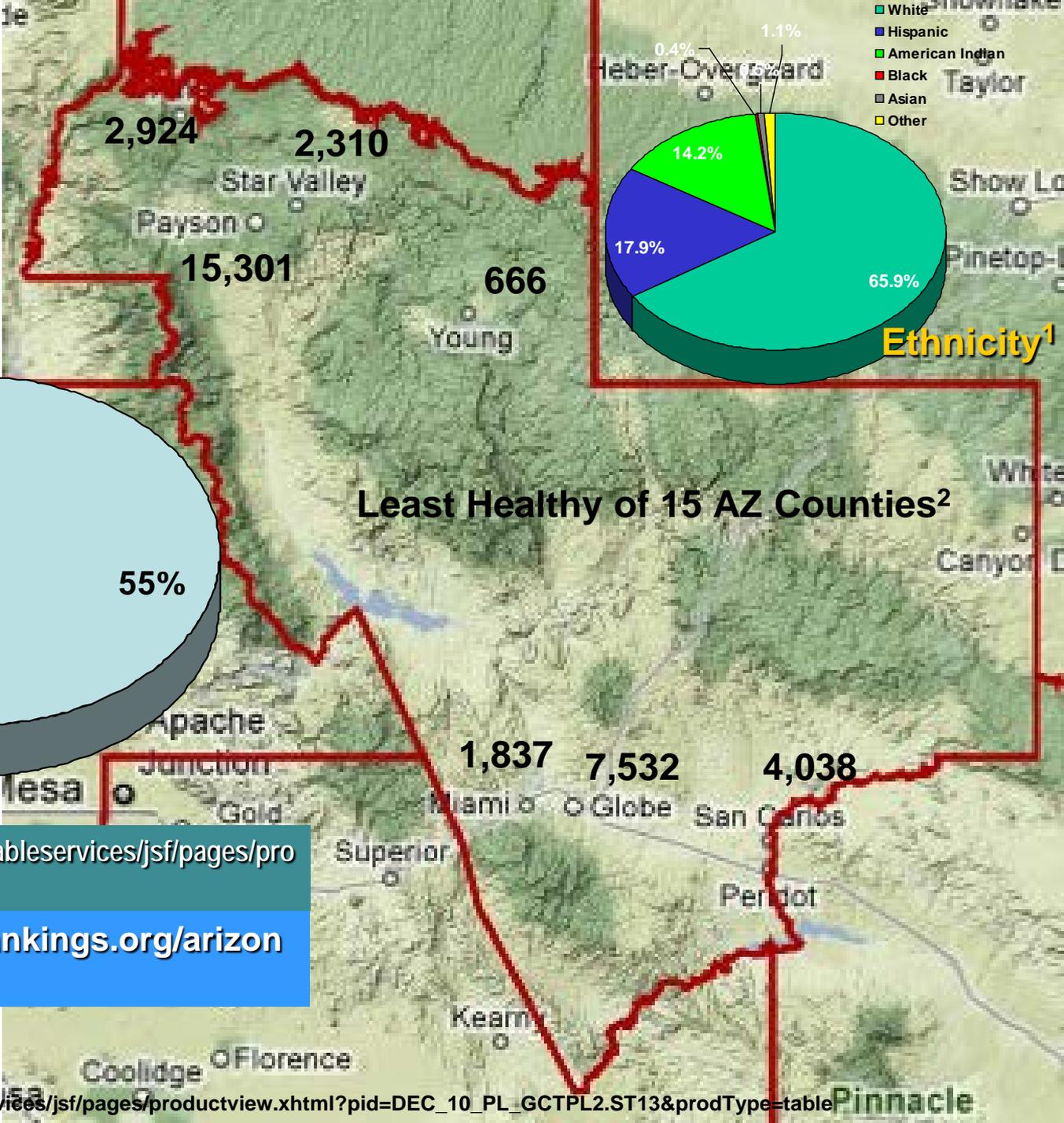
Annual Report/Budget Request (received at meeting)

Gila County Cooperative Extension FY 16-17





Least Healthy of 15 AZ Counties²



¹<http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkml>

²<http://www.countyhealthrankings.org/arizona/gila>

Gila County Population: 53,597

2010 Census Data

http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=DEC_10_PL_GCTPL2.ST13&prodType=table

Since its earliest beginnings, Cooperative Extension has been helping people solve problems and improve lives with research and education.



Gila County 4-H





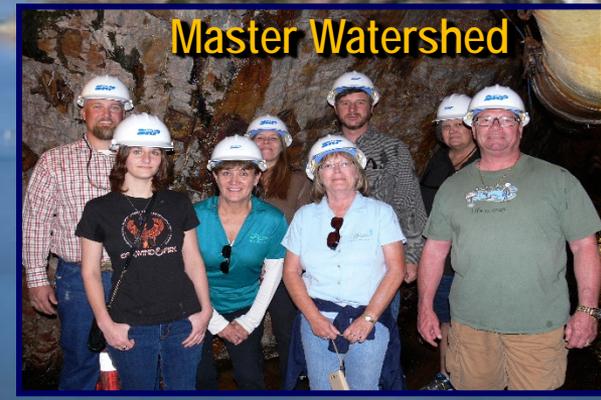
Master Gardening



Farmer's Market



Range Monitoring



Master Watershed

Family Consumer Health Science



Food Demonstration in Payson



Headstart Gardening in Peridot



Ag Awareness Days in Tonto Basin

Gila County Funds FY 16-17

Current

Travel \$31,500

Operations \$28,500

TOTAL \$60,000

Proposed

\$60,000

Salaries & ERE \$40,000

TOTAL: \$100,000

Questions?



ARF-3779

Public Hearing 3. A.

Regular BOS Meeting

Meeting Date: 06/07/2016

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

Information

Request/Subject

Adoption of Resolution No. 16-06-02 designating Gambel Drive as a Country Dirt Road.

Background Information

In July 2015, Gila County Public Works received a Citizens' Petition to establish Gambel Drive as a Country Dirt Road. At the time Gambel Drive did not have an official name. The petitioner applied to Rural Addressing to have a name assigned to the road. That has been completed.

Evaluation

The road is approximately 800 feet in length and provides access to 9 properties. The road meets the requirements of Gila County Country Dirt Road Policy No. ENG #03-04.

Conclusion

Easements from property owners along the road have been granted to the County. Providing maintenance as described in the Country Dirt Road Policy will be a benefit to both the County and the residents along the road. Providing maintenance on these roads will not reduce the level of service to other roads in the County's Maintained Roadway System.

Recommendation

The Public Works Division Director recommends the Board adopt Resolution No. 16-06-02.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 16-06-02 designating Gambel Drive, located in Central Heights, as a Country Dirt Road and accepting the road into the Gila County Maintained Roadway System. **(Steve Sanders)**

Attachments

Resolution No. 16-06-02

Gambel Drive Country Dirt Road Easements

Exhibit A



RESOLUTION NO. 16-06-02

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS DESIGNATING GAMBEL DRIVE, LOCATED IN CENTRAL HEIGHTS, AS A COUNTRY DIRT ROAD AND ACCEPTING SAID ROAD INTO THE GILA COUNTY COUNTRY DIRT ROAD MAINTENANCE SYSTEM.

WHEREAS, in accordance with the provisions of A.R.S. §28-6701, the Gila County Board of Supervisors may establish, alter, or abandon highways within its jurisdiction; and,

WHEREAS, a petition supporting the designation of Gambel Drive as a Country Dirt Road has been signed by ten or more resident taxpayers and has been presented to the Gila County Board of Supervisors; and,

WHEREAS, a date for the public hearing on the petition has been set and preceded by advertising once a week for two consecutive weeks in the official County newspaper; and,

WHEREAS, Gambel Drive meets the requirements of Gila County Public Works Policy No. ENG #03-04 on the establishment of Country Dirt Roads.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Gila County Board of Supervisors that Gambel Drive is designated as a Country Dirt Road and accepted for maintenance into the Gila County Country Dirt Road Maintenance System as prescribed by Gila County Public Works Policy No. ENG #03-04.

PASSED and ADOPTED this 7th day of June 2016.

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

Recording Requested by:
Gila County

When recorded, deliver to:
Engineering Department
Gila County Public Works

COUNTRY DIRT ROAD EASEMENT

This indenture, made this _____ day of _____ 2016, between Harley W. Taylor, Harley V. & Camilla C. Gray, Hugh M. & Joy E. Minefee, Scott D. & Cardella M. Williamson, Mark W. & Bettina Hunnicutt, Robert J. & Peggy J. Urioste, David W. & Nancy L. McLendon, and the Destiny School Inc., the undersigned Grantors and Gila County, a body politic, the undersigned Grantee;

WITNESSETH:

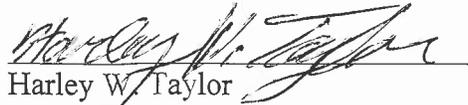
That for and in the consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor/s does hereby grant, bargain, convey unto the Grantee, a non-exclusive easement over and across the following described property:

**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:


Harley W. Taylor

Grantor:

Harley V. Gray

Grantor:

Camilla C. Gray

Grantor:

Hugh M. Minefee

Grantor:

Joy E. Minefee

Grantor:

Scott D. Williamson

Grantor:

Cardella M. Williamson

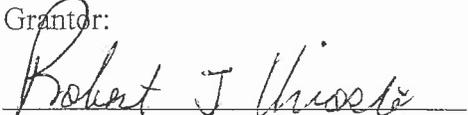
Grantor:

Mark W. Hunnicutt

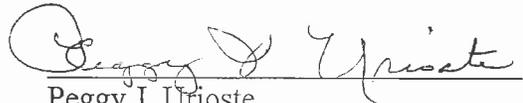
Grantor:

Bettina Hunnicutt

Grantor:


Robert J. Urioste

Grantor:


Peggy J. Urioste

Grantor:

David W. McLendon

Grantor:

Nancy L. McLendon

Grantor:

Destiny School, Inc.

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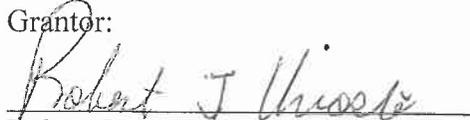
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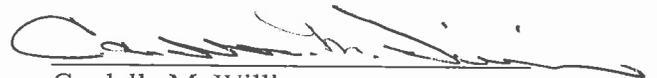
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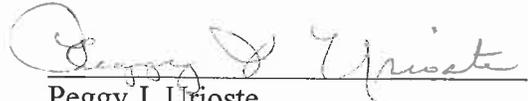
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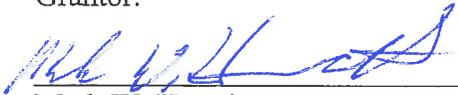
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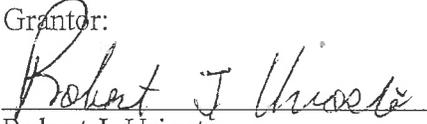
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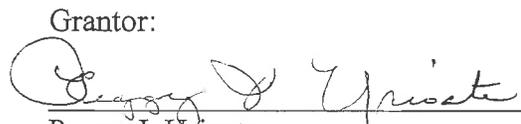
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Grantor:

Bettina Hunnicutt

Grantor:

Peggy J. Urioste
Peggy J. Urioste

Grantor:

Nancy L. McLendon
Nancy L. McLendon

GRANTEE:
Gila County, a body Politic

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

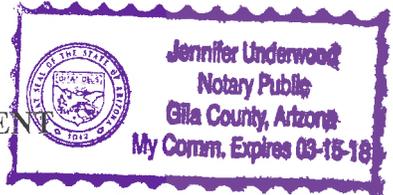
Michael A. Pastor, Chairman of the Board

Approved as to form:

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

STATE OF ARIZONA)
COUNTY OF Gila) ss.

ACKNOWLEDGMENT



On this 11 day of January ²⁰¹⁶ 2015, before me, the undersigned Notary Public, personally appeared HARLEY W. TAYLOR, 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: 3-15-18

Jennifer Underwood
Notary Public

STATE OF ARIZONA)
COUNTY OF _____) ss.

ACKNOWLEDGMENT

On this _____ day of _____ 2015, before me, the undersigned Notary Public, personally appeared HARLEY V. & CAMILLA C. GRAY, 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: _____

Notary Public

STATE OF ARIZONA)
COUNTY OF _____) ss.

ACKNOWLEDGMENT

On this _____ day of _____ 2015, before me, the undersigned Notary Public, personally appeared HUGH M. & JOY E. MINEFEE, 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: _____

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

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WITNESS my hand and official seal.

My Commission Expires: _____ Notary Public

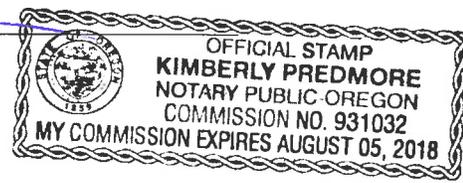
STATE OF ARIZONA)
) ss.
COUNTY OF Multnomah

ACKNOWLEDGMENT

On this 18 day of January ²⁰¹⁶ 2015, before me, the undersigned Notary Public, personally appeared HARLEY V. & CAMILLA C. GRAY, 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: August 5, 2018 Notary Public



STATE OF ARIZONA)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____ 2015, before me, the undersigned Notary Public, personally appeared HUGH M. & JOY E. MINEFEE, 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: _____ Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

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WITNESS my hand and official seal.

My Commission Expires: _____ Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

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WITNESS my hand and official seal.

My Commission Expires: _____ Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF Gila)

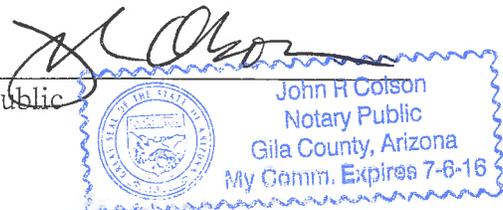
ACKNOWLEDGMENT

On this 4 day of January 2015, before me, the undersigned Notary Public, personally appeared HUGH M. & JOY E. MINEFEE, 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: July 6, 2016

Notary Public



STATE OF ARIZONA)

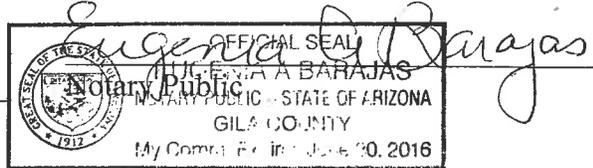
COUNTY OF Gila) ss.

ACKNOWLEDGMENT

On this 11 day of January 2016, before me, the undersigned Notary Public, personally appeared SCOTT D. & CARDELLA M. WILLIAMSON, 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: June 30, 2016



STATE OF ARIZONA)

COUNTY OF _____) ss.

ACKNOWLEDGMENT

On this _____ day of _____ 2015, before me, the undersigned Notary Public, personally appeared MARK W. & BETTINA HUNNICUTT, 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: _____ Notary Public

STATE OF ARIZONA)

COUNTY OF Gila) ss.



ACKNOWLEDGMENT

On this 31 day of December 2015, before me, the undersigned Notary Public, personally appeared ROBERT J. & PEGGY J. URIOSTE, 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: 3-15-18

Jennifer Underwood
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____ 2015, before me, the undersigned Notary Public, personally appeared SCOTT D. & CARDELLA M. WILLIAMSON, 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: _____ Notary Public

Nevada
STATE OF ARIZONA)
) ss.
COUNTY OF Humboldt

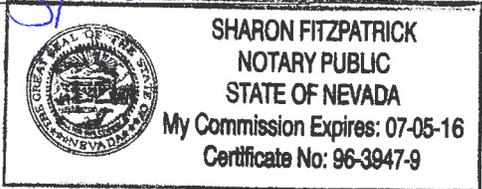
ACKNOWLEDGMENT

On this 8th day of March 2016, before me, the undersigned Notary Public, personally appeared MARK W. & BETTINA HUNNICUTT, 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.

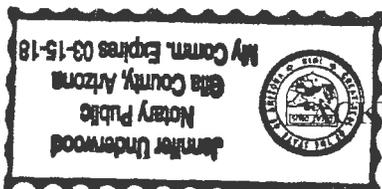
WITNESS my hand and official seal.

My Commission Expires: 7/3/2016 Notary Public

Sharon Fitzpatrick



STATE OF ARIZONA)
) ss.
COUNTY OF Gila



ACKNOWLEDGMENT

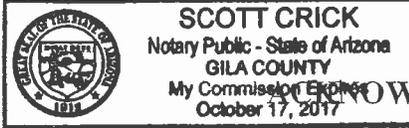
On this 31 day of December 2015, before me, the undersigned Notary Public, personally appeared ROBERT J. & PEGGY J. URIOSTE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to 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: 3-15-18 Notary Public

Jennifer Underwood

STATE OF ARIZONA)
) ss.
COUNTY OF Gila)



ACKNOWLEDGMENT

On this 29 day of February 2016, before me, the undersigned Notary Public, personally appeared DAVID W. & NANCY L. MCLENDON, 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.

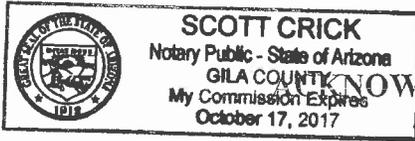
WITNESS my hand and official seal.

A handwritten signature in cursive script that reads 'Scott Crick'.

My Commission Expires: 10/17/17

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF Gila)



ACKNOWLEDGMENT

On this 29 day of February 2016, before me, the undersigned Notary Public, personally appeared THE DESTINY SCHOOL, INC., 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.

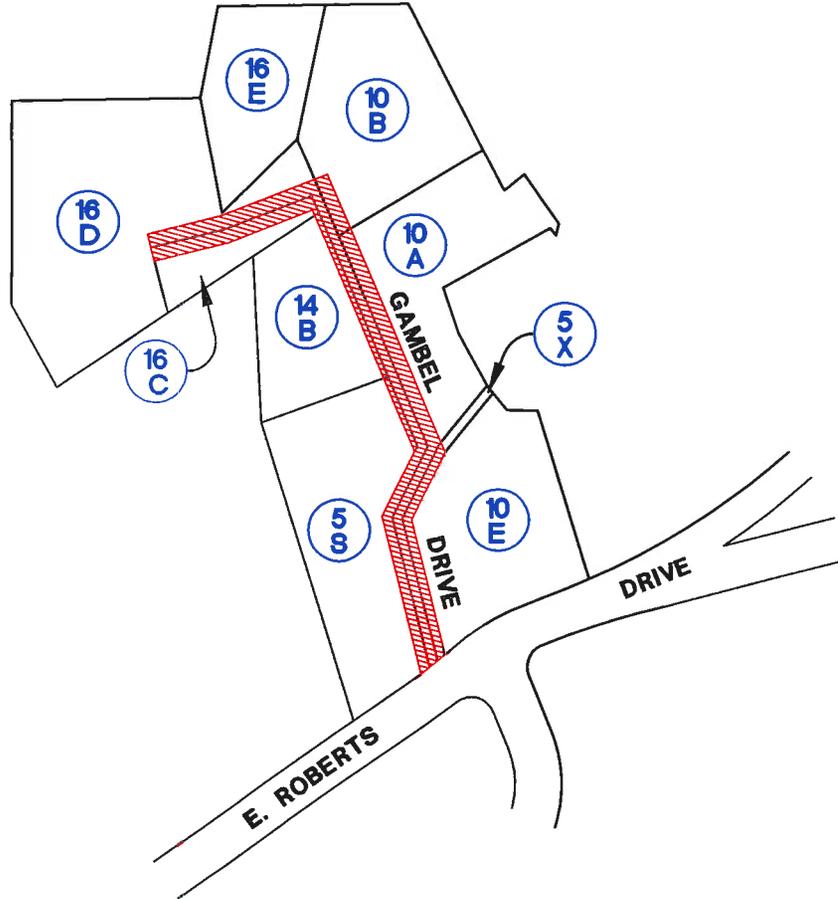
A handwritten signature in cursive script that reads 'Scott Crick'.

My Commission Expires: 10/17/17

Notary Public

EXHIBIT "A"

**GAMBEL DRIVE - THIRTY FOOT WIDE GILA COUNTY
COUNTRY DIRT ROAD PER GILA COUNTY DIVISION OF PUBLIC WORKS
POLICY NUMBER ENG 03-04 ADOPTED BY THE GILA COUNTY
BOARD OF SUPERVISORS ON OCTOBER 7, 2003
REVISED DECEMBER 14, 2004 AND MAY 24, 2007**



5 S	TAX PARCEL NO. 207-01-005S HARLEY W. TAYLOR
5 X	TAX PARCEL NO. 207-01-005X HARLEY V. & CAMILLA C. GRAY
10 A	TAX PARCEL NO. 207-01-010A HUGH M. & JOY E. MINEFEE
10 B	TAX PARCEL NO. 207-01-010B SCOTT D. & CARDELLA M. WILLIAMSON
10 E	TAX PARCEL NO. 207-01-010E DESTINY SCHOOL INC.
14 B	TAX PARCEL NO. 207-01-014B MARK W. & BETTINA HUNNICUTT
16 C	TAX PARCEL NO. 207-01-016C ROBERT J. & PEGGY J. URIOSTE
16 D	TAX PARCEL NO. 207-01-016D DAVID W. & NANCY L. MCLENDON
16 E	TAX PARCEL NO. 207-01-016E DAVID W. & NANCY L. MCLENDON



NO SCALE

APPROVED:	Gila County Public Works	GAMBEL DRIVE	
6/07/16			
REVISED:	STEVE SANDERS, DIRECTOR	GILA COUNTY COUNTRY DIRT ROAD ENG POLICY NO. 03-04	SHEET 1 OF 1
	1400 East Ash Globe, AZ 85501	(928) 425-3231 FAX (928) 425-8104	

ARF-3776

Public Hearing 3. B.

Regular BOS Meeting

Meeting Date: 06/07/2016

Submitted For: Marian Sheppard Submitted By: Laurie Kline, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Order No. LL-16-01-Liquor License Application.

Background Information

James Aldo Bruzzi has submitted an application to the State Department of Liquor Licenses and Control (DLLC) for a new Series 13 Farm Winery License for Bruzzi Vineyard located in Young. Part of the statutory process is once the DLLC accepts and processes the license, it is forwarded to the local governing body in which city, town or county the establishment is located. Upon the local governing body's review of the application, a recommendation is then issued by the local governing, which in Gila County it is the Board of Supervisors (Board), to the DLLC to either approve, deny or issue a "no recommendation" decision.

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

Evaluation

This application has been forwarded to the Gila County Clerk of the Board Department for submission to the Board of Supervisors. An internal review has been conducted by the Planning and Zoning Department, Health Department, and Treasurer's Office. These departments have submitted paperwork stating there are no issues related to this application with regard to their departmental policies/procedures.

Conclusion

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

Recommendation

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

Suggested Motion

Information/Discussion/Action to adopt Order No. LL-16-01, an application submitted by James Aldo Bruzzi for a new Series 13 Farm Winery License for Bruzzi Vineyard located in Young. **(Marian Sheppard)**

Attachments

LL-16-01 Local Governing Body Recommendation

LL-16-01 Affidavit of Posting

LL-16-01 Interoffice Memos

LL-16-01 Application



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

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

1. City or Town of: _____ Liquor License Application #: _____
 (Circle one) (Arizona application #)

2. County of: _____ City/Town/County #: _____

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The _____ at a _____ meeting held on the _____ of _____
 (Governing body) (Regular or special) (Day)
 _____, _____ considered the application of _____
 (Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in application _____
 (Arizona liquor license application #)

for the license series #: type _____ as provided by A.R.S §4-201.
 (i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
 (Name of applicant)
 to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended
 for _____
 (Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department
 of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at _____ on _____, _____, _____
 (Location) (Day) (Month) (Year)

 (Printed name of city, town or county clerk) _____
 (Signature of city, town or county clerk)



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

AFFIDAVIT OF POSTING

Date of Posting: May 6, 2016 Date of Posting Removal: May 27, 2016

Applicant's Name: Bruzzi James Aldo
Last First Middle

Business Address: 47209 N. Hwy. 288 Young 85554
Street City Zip

License #: 13043005

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Gilbert Olivarez Deputy Sheriff 928-425-4449
Print Name of City/County Official Title Phone Number

by J. Adam Shephard / sheriff [Signature] 5-31-16
Signature Date Signed

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

Read
5-13-16
JK



INTEROFFICE MEMORANDUM

DATE: April 28, 2016
TO: Scott Buzan, Community Development Division
FROM: Marian Sheppard, Clerk of the Board Department
SUBJECT: Liquor License Application for Bruzzi Vineyard, Series 13

A public hearing will be held by the Board of Supervisors on June 7, 2016, at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please inspect the premises to verify that it complies with Section 13 of the application, and email the signed memo to Laurie Kline, Deputy Clerk, by *no later* than May 30, 2016.

Indicate whether the applicant has any pending issues with regard to your department, such as building permits, Building Code clearance requirements, etc. No pending issues but owner is aware a change of use permit will be required prior to opening of business.

Distance separation required per Section 13 appears to have been met.

Signed: 
Scott Buzan

Rec'd
5-13-16
AK



INTEROFFICE MEMORANDUM

DATE: April 28, 2016
TO: Michael O'Driscoll, Health and Emergency Services Division
FROM: Marian Sheppard, Clerk of the Board Department
SUBJECT: Liquor License Application for Bruzzi Vineyard, Series 13

A public hearing will be held by the Board of Supervisors on June 7, 2016 at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Laurie Kline, Deputy Clerk, by *no later than* May 30, 2016.

Indicate whether the applicant has any pending issues with regard to your department, such as health permits, etc.

*Mr. Bruzzi will not be preparing food or
be utilizing a dish machine for this operation.
There are no outstanding issues at this time.*

Signed: *Marian Sheppard 5/12/16*

Rec'd 5/10
JK



INTEROFFICE MEMORANDUM

DATE: April 28, 2016
TO: Debi Savage, Treasurer
FROM: Marian Sheppard, Clerk of the Board Department
SUBJECT: Liquor License Application for Bruzzi Vineyard, Series 13

A public hearing will be held by the Board of Supervisors on June 7, 2016 at which time the Board will obtain public comments on the attached liquor license application; thereafter, a vote will be taken by the Board to recommend that the State Liquor Board *approve or disapprove* the application. Please sign and email this memo to Laurie Kline, Deputy Clerk, by *no later* than May 30, 2016.

Indicate whether the applicant is current on paying property taxes for the subject property for the proposed liquor license or any other properties that are owned in Gila County. Please provide the amounts owed, if any.

As of 05-10-2016 second half of 2015 taxes are delinquent, in the amount of \$1,512.47 Plus Interest .
Parcel Number 305-13-008-B R-37396 at 47209 N Hwy 288, Young ,Arizona

Paid 5-23-16 JK

Signed: Marian Sheppard
Chief Deputy Treasurer



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

Application for Liquor License
Type or Print with Black Ink

- SECTION 1 This application is for a:
[] Interim Permit (Complete Section 5)
[X] New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
[] Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
[] Location Transfer (Bars and Liquor Stores Only)
[] Probate/ Will Assignment/ Divorce Decree
[] Government (Complete Sections 2, 3, 4, 10, 13, 16)
[] Seasonal

- SECTION 2 Type of Ownership:
[] J.T.W.R.O.S. (Complete Section 6)
[] Individual (Complete Section 6)
[] Partnership (Complete Section 6)
[] Corporation (Complete Section 7)
[X] Limited Liability Co (Complete Section 7)
[] Club (Complete Section 8)
[] Government (Complete Section 10)
[] Trust (Complete Section 6)
[] Tribe (Complete Section 6)
[] Other (Explain)

SECTION 3 Type of license

LICENSE # 13043005

1. Type of License: Farm Winery (Series 13)

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Bruzzi James Aldo P1076084
Last First Middle

2. Owner Name: Pleasant Valley Farms LLC B1056592
(Ownership name for type of ownership checked on section 2)

3. Business Name: Bruzzi Vineyard B1056593
(Exactly as it appears on the exterior of premises)

4. Business Location Address: 47209 N. Highway 288 Young AZ 85554 Gila
Street City State Zip Code County

5. Mailing Address: 15522 E. Mustang Drive Fountain Hills AZ 85268
Street City State Zip Code

6. Business Phone: 480-215-2497 Daytime Contact Phone: 480-215-2497

7. Email Address: BruzziVineyard@aol.com

8. Is the Business located within the incorporated limits of the above city or town? Yes [X] No

9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes [] No [X]

If Yes, what City, Town or Tribal Reservation is this Business located in:

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$

Fees: 100.00 Application, 22.00 Department Use Only, 122.00 Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes [] No [X]
Accepted by: SG Date: 4/20/16 License #: 13043005

SECTION 5 Interim Permit

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

1. Enter license number currently at the location: _____

2. Is the license currently in use? Yes No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

I, _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING
 (Print Full Name) PERSON on the stated license and location.

X _____
 (Signature)

State _____ County of _____
 The foregoing instrument was acknowledged before me this
 _____ day of _____,
 Day Month Year

My Commission Expires on: ____/____/____
 Date

 (Signature of Notary Public)

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

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

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? Yes No
 If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/>	<input type="checkbox"/>							
<input type="checkbox"/>	<input type="checkbox"/>							
<input type="checkbox"/>	<input type="checkbox"/>							
<input type="checkbox"/>	<input type="checkbox"/>							

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

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

Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7

LLC. Complete Questions 1, 2, 3, 4, 5, 6, and 7

- Name of Corporation/ LLC: Pleasant Valley Farms LLC
- Date Incorporated/Organized: 4/5/2011 State where Incorporated/Organized: Arizona
- AZ Corporation or AZ LLC File No: L16736993 Date authorized to do Business in AZ: 5/13/2011
- Is Corp/LLC. Non Profit? Yes No
- List Directors, Officers, Members in Corporation/LLC:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
Bruzzi	James	Aldo	Member	15522 E. Mustang Drive	Fountain Hills	AZ	85268

(Attach additional sheet if necessary)

- List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
Bruzzi	James	Aldo	100%	15522 E. Mustang Drive	Fountain Hills	AZ	85268

(Attach additional sheet if necessary)

- If the corporation/ LLC are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 12 Person to Person Transfer

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: _____ Entity: _____
Last First Middle (Individual, Agent, Etc)

2. Ownership Name: _____
(Exactly as it appears on license)

3. Business Name: _____
(Exactly as it appears on license)

4. Business Location Address: _____
Street City State Zip

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified? Yes No

8. Does the applicant intend to operate the business while this application is pending? Yes No

If yes, complete Section 5 (Interim Permit) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) _____ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) _____, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

NOTARY

X (Signature) _____

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ of _____ / _____
Day Month Year

My commission expires on: _____

Signature of NOTARY PUBLIC

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants ~~EXCLUDING~~ those applying for a Series 5 Government, Series 11 Hotel/Motel, and Series 12 Restaurant licenses.

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207(B)(5))

1. Distance to nearest School: 3,000 feet Name of School: Young Public School
(if less than one (1) mile note footage)
 Address: Highway 288 Young, AZ 85554

2. Distance to nearest Church: 600 feet Name of Church: The Church of Jesus Christ of Latter-day Saints
(if less than one (1) mile note footage)
 Address: Highway 288 Young, AZ 85554

SECTION 14 Business Financials

1. I am the: Lessee Sub-lessee Owner Purchaser Management Company

2. If the premise is leased give lessors: Name: _____
 Address: _____
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ _____

4. What is the remaining length of the lease? _____ Years _____ Months

5. What is the penalty if the lease is not fulfilled? \$ _____ or other: _____
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0
 Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
Farm winery

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? Yes No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? Yes No

10. Is the premises currently license with a liquor license? Yes No

If yes, give license number and licensee's name:

License #: _____ Individual Owner /Agent Name: _____
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

- 1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? Yes No
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this Restaurant Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

JB

(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

- Entrances/Exits Liquor storage areas **Patio:** Contiguous
- Walk-up windows Drive-through windows Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign? Yes No
If yes, what is your estimated completion date? _____

Month/Day/Year

- 2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
- 3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
- 4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.

JB

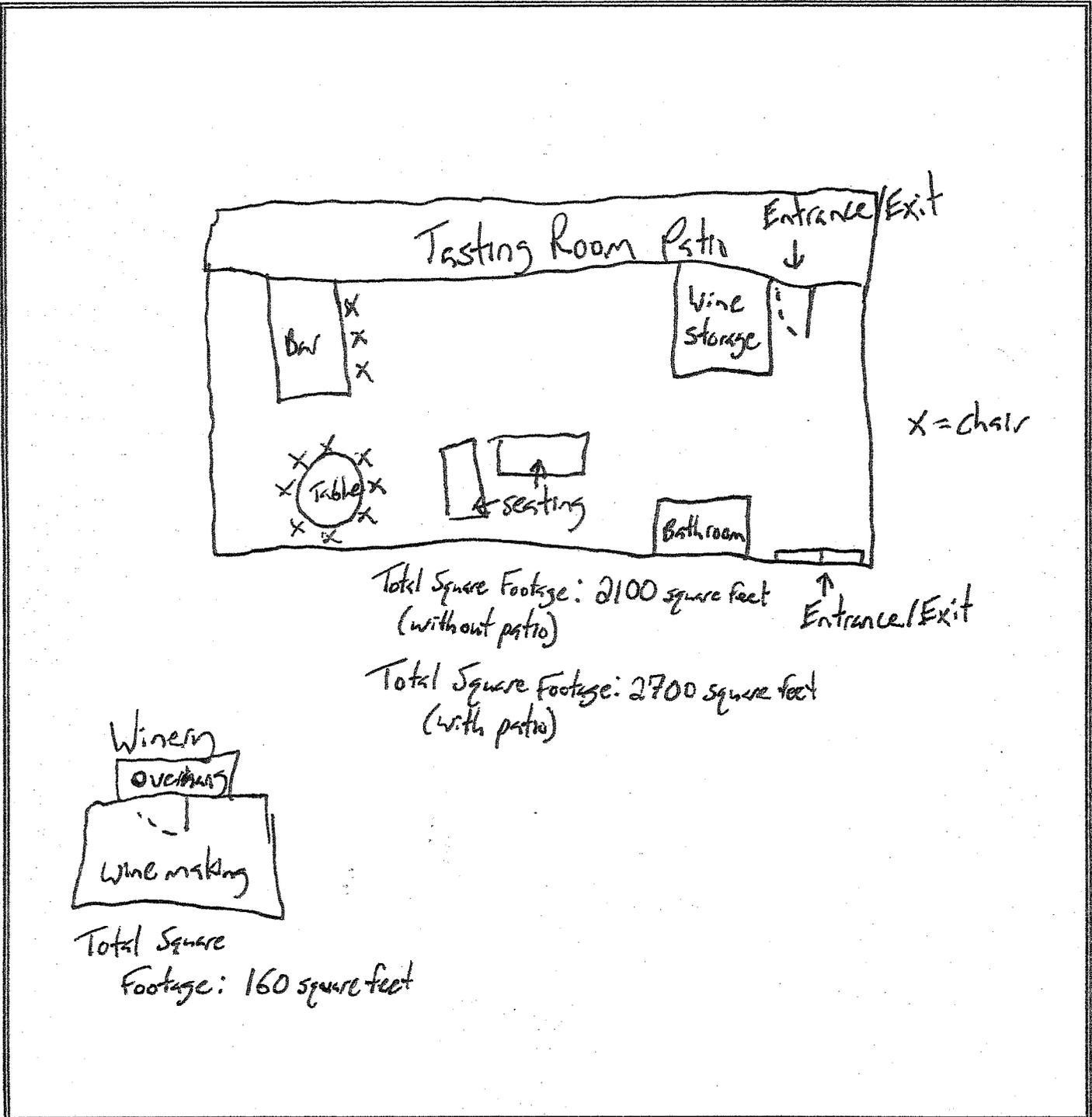
(Applicant's initials)

SECTION 16 Diagram of Premises – continued

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

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

DIAGRAM OF PREMISES



SECTION 17 SIGNATURE BLOCK

NOTARY

I, (Print Full Name) James Aldo Bruzzi, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X (Signature) 

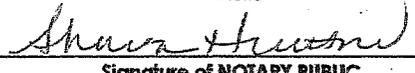
State of Arizona County of Maricopa



The foregoing instrument was acknowledged before me this 15 of April, 2016

Day Month Year

My commission expires on: Feb 15, 2020


Signature of NOTARY PUBLIC

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

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

Regular BOS Meeting

Meeting Date: 06/07/2016
Submitted By: Kelly Riggs, Information Technology Director
Department: Asst County Manager/Library District Division: Information Technology
Fiscal Year: 2017 Budgeted?: Yes
Contract Dates 7-1-16 to 6-30-21 estimated Grant?: No
Begin & End:
Matching No Fund?: Replacement
Requirement?:

Information

Request/Subject

Increase broadband Internet and point-to-point access services for outlying County facilities in the Globe area.

Background Information

Over the course of the last few years, the Information Technology Department has worked hard to upgrade the network infrastructure and provide better and faster services to the outlying buildings and areas. Most of those improvements have centered on the Payson area. Now that Payson is operating more efficiently in terms of accessing County resources on the network, we need to bring the outlying buildings in Globe up to speed for their connections to the County network, and also improve our overall Internet bandwidth connection that is shared County-wide by all facilities.

Currently, the County shares a 20Mbps Internet connection, and it has become more than evident that it is not sufficiently providing proper Internet access across all facilities. This makes it increasing difficult for employees outside of the Courthouse to perform required duties in a timely manner. Also, inadequate are the network connections from the Central Heights and Public Works facilities that connect to the Courthouse and provide not only Internet access but network access for all affected employees in those buildings. Those facilities currently connect to the Courthouse with a 10Mbps connection and staff can find it hard to work efficiently as they have slow speeds and will frequently wait for the computer to give them access to shared network resources.

With this in mind, staff is proposing an increase in both Internet access bandwidth and the point-to-point network connections that feed Central Heights and Public Works. There are currently 2 options for achieving these results. One option is to increase bandwidth with our current provider, CableOne, and the other option is to switch to a new provider, Triplet Mountain Communications, Inc. (TMCI). Both companies have provided quotes for both 3- and 5-year terms that will increase our bandwidth greatly. While the CableOne quotes are lower than the TMCI quotes, they do not reflect sales tax and city surcharges, and also do not provide as much bandwidth as the TMCI quotes. Current costs with CableOne are \$3752 per month for the stated 20Mbps Internet access and 10Mbps point-to-point access to Central Heights and Public Works facilities. CableOne offers a 5-year contract that will provide 100Mbps Internet access and 50Mbps point-to-point access to aforementioned facilities for a cost of \$4500 per month, not including taxes and surcharges, which would come out to approximately \$4901.13 per month after taxes and surcharges. TMCI offers a 5-year contract that will provide 150Mbps Internet access and 1Gbps point-to-point access to outlying facilities for a cost of \$5331 per month with all taxes and surcharges included.

Provider	Current	CableOne	TMCI
Internet Speed	20Mbps	100Mbps	150Mbps
Point to Point Speed	10Mbps	50Mbps	1Gbps (1000Mbps)
Cost	\$3752	\$4901	\$5331

Evaluation

The value of the additional bandwidth with the TMCI quote is more than worth the additional cost per month as it relates to the other option. For the additional \$430 per month, the County would have an additional 50 Mbps of Internet access speed as well as an additional 950 Mbps of point-to-point access between the Courthouse and the outlying facilities. Comparing the 2 quotes, staff feels that the higher cost of TMCI's offer per month is worth the greater increase in cost per month for the increased bandwidth that the quote offers. While the new CableOne quote has a lower monthly cost than the TMCI quote, it also provides less Internet access and significantly less point-to-point access speeds. Related costs with the TMCI quote will increase from our currently monthly cost of \$3,752 to \$5,331. This is a cost increase of \$1,579 per month. Current speeds will increase from 20Mbps to 150Mbps (750% increase) for Internet access and 10Mbps to 1Gbps (10,000% increase) for point-to-point connections to the outlying facilities.

The contract between Triplet Mountain Communications, Inc. (TMCI) and Gila County would become a necessary first step in getting Gila County up to appropriate broadband Internet speeds so that County employees can function more effectively in their day-to-day assignments that require Internet connectivity. Current speeds are slow enough that most departments have a hard time completing work that involves Internet access in a timely manner. Staff feels that the recommended contract with Internet speeds of 150Mbps should give employees Countywide the ability to function more effectively than current speeds allow. Also, by increasing the Central Heights complex and Public Works Administration complex to 1Gbps connection speeds, those outlying buildings will have the same level of access to County network resources as buildings that are directly connected to the Courthouse.

Conclusion

The contract with Triplet Mountain Communications, Inc. (TMCI) would provide increased broadband Internet speeds across all connected County buildings. It would also significantly improve communications between the Public Works, Central Heights and Courthouse facilities.

Recommendation

The Information Technology Director recommends the Board of Supervisors' approval and the Chairman's signature on the contract between Triplet Mountain Communications, Inc. (TMCI) and Gila County to increase Countywide broadband Internet speeds as well as point-to-point speeds between the County Courthouse, Central Heights and Public Works.

Suggested Motion

Information/Discussion/Action to approve a contract between Triplet Mountain Communications, Inc. and Gila County in the total amount of \$319,892.10 to provide broadband Internet speeds of 150Mbps and point-to-point service speeds of 1Gbps from the Gila County Courthouse to the Central Heights and Public Works Administration facilities for a period of five years, from July 1, 2016, through June 30, 2021. **(Kelly Riggs)**

Attachments

TMCI 5-year quote

Cable One 5-Year Quote

County Attorney's Comment

6-7-16 Letter to BOS from Kelly Riggs, IT Director

Triplet Mountain Communications Inc (TMCI)

10 Telecom Lane, P.O. Box 1000
Pender, AZ 85542



QUOTATION

Customer Info:			
Gila County	Kelly Riggs - I.T. Director	Account Manager	Derek White
745 N. Rose Mofford Way	(928) 402-8772	Direct Tel:	(928) 475-7082
Globe, AZ 85501		A Location CO	
Quote Date:	May 3, 2016	Z Location CO	

TMCI Services				
Qty	Description	Cost/month	Term	Total
1	Dedicated Internet Access (DIA) 150 Mbps, synchronous service	\$ 2,605.50	60	\$ 156,330.00
1	1 Gbps, pt. to pt. circuit from Gila County Admin to Courthouse	\$ 995.00	60	\$ 59,700.00
1	1 Gbps, pt. to pt. circuit from Gila County Central Heights to Courthouse	\$ 995.00	60	\$ 59,700.00
1	20/20 Mbps pt. to pt. circuit from Broad/Sycamore to Court. Est. 6 mo 10% applied to 5 yr agreement 20/20 pt. to pt. circuit may be cancelled at any time	\$ 295.00	6	\$ 1,770.00
	Sales tax 8.6% (Internet Access currently exempt)	\$ 196.51	60	\$ 11,790.60
	City licence fee 5%	\$ 244.53	60	\$ 14,671.50
	Monthly recurring charges with tax and fees	\$ 5,331.54	60	\$ 319,892.10

Qty	Description	Installation		
3	Fiber installation to customer demark	\$ 1,995.00		\$ 5,985.00
3	Fiber installation to customer demark - 50% discount for 3 yr contract TMCI will interface with customer using an RJ45 connection. Service will be provided using a GigE interface. TMCI will provide an Ethernet interface device to be located at the customer demark. Customer is to provide protected power and serviceable installation location with access for maintenance and trouble shooting	\$ (1,995.00)		\$ (5,985.00)

Total Contract \$ 319,892.10

Hardware and Professional Services				
Qty	Description	Part #	Price Each	Ext'd Price

Total Hardware and Professional Services \$ -

Updated 9/23/2015

<u>Pricing Notes</u>
1. All pricing is based on TMCI providing the entire proposal as quoted unless otherwise specified
2. Quoted pricing is valid for 45 days from proposal date.
3. Pricing does not include applicable taxes and/or other mandated fees unless noted in quotation
4. Contract may be upgraded at anytime during the 1st 3 years at no less than the contract value at the then current TMCI pricing
5. Customer is guaranteed to be charged the lowest TMCI market rate for like fiber based Dedicated Internet Access for years 4 & 5.
6. The (2) 1 Gbps Pt to Pt circuits shall remain fixed for the entire 5 year agreement



Contract

Billing Name:	Gila County	Sales Contact:	Kelly Riggs
Billing Address:	1400 East Ash St	E-mail Address	kriggs@gilacountyaz.gov
Suite #		CHARGES AND TERM:	
City/State/Zip:	Globe AZ 85501	Monthly Recurring:	\$5,331.54
Phone Number:	(928) 402-8772	Installation:	Waived
Fax Number:		Expedite / Other:	
Mobile Number:	(928) 200-1349	Contract Term:	60 Months

Applicable taxes and license fees are included in above pricing. Terms and condition listed in quote are incorporated in this contract

Conditions

1. The services provided hereunder are subject to state tariffs and the provisions of such tariffs are incorporated herein by reference except as listed.
2. In the event that the Customer cancels this order after orders have been placed by Triplet Mountain Communications Inc. (TMCI), all non-recurring charges, whether the charge has been waived or not, will be the responsibility of the Customer.
3. Termination liability charges will be based upon the term rates in effect at the time of termination. The termination charge is 100% of the rates for the unexpired portion of the contract.
4. Termination liability charges shall be waived in the event that the customer signs a new agreement with TMCI for services equal to or greater than one hundred percent (100%) of the remaining value of this agreement.
5. Service availability and implementation timeframes are subject to infrastructure availability and cannot be guaranteed.
6. Customer understands that in canceling services currently provided by its existing provider, it may be assessed termination, disconnection or other charges by such existing service provider. Payment of such termination, disconnection or other charges shall be the sole responsibility of Customer. TMCI is not responsible for the disconnection of services from other carriers and will not be held liable for charges from other carriers.
7. Contract and Terms are subject to a credit review by TMCI.
8. Circuits will be billed from the day of delivery and acceptance unless otherwise noted on this contract.
9. Customer may not sell, transfer or assign this Agreement without the prior, written consent of TMCI. Any assignment in derogation of the foregoing sentence is null and void and does not relieve Customer of its obligations under this Agreement. In the event Customer sells or otherwise transfers its business and/or assets to a new or existing entity, Customer shall continue to be obligated under this Agreement (including, without limitation, the early termination provisions), unless and until the new or existing entity expressly assumes the Agreement and TMCI consents to such assumption.
10. In the event TMCI lowers its tariffed price on a service, below the contracted rate of service, during the term of this contract, customer will receive the new lower rate. Any applicable installation or reconfiguration charge will be the responsibility of the customer.
11. Customer may cancel this agreement within the first 90 days of the installation date without incurring termination liability, if customer experiences service interruptions or service related problems that TMCI is unable to correct within 30 days of written notice by customer. Gila County shall have the right to terminate, without payment of an early termination fee or other penalty, any or all Service at a Site and any commitments associated with such Site if the Site is a Chronic Trouble Site. A "Chronic Trouble Site" shall be defined as a Site that experiences Service Outages, other than Force Majeure conditions, at the Site that either: (a) is out for a consecutive period of 7 days, or (b) does not meet monthly Service availability three (3) or more times during any calendar month, or six (6) or more times during a calendar year.
12. A TMCI customer with an existing Service Contract may request to move their services to a new location within the TMCI service area, without incurring termination liability charges, if the entire service agreement is moved.
13. In the event TMCI requires a deposit as a guarantee for the payment of charges, the deposit will be refunded with interest accrued at the rate of 6% per annum after a period of twelve months, provided the Customer has made all requisite payments on time during each preceding month.
14. The term of this contract shall begin on the date that all services contracted for are installed.
15. TMCI may hire or pay someone else to help collect this contract if customer does not pay. Customer will pay TMCI that amount. This includes, subject to limits under applicable law, TMCI's attorneys' fees and TMCI's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, customer also will pay any court costs in addition to all other sums provided by law.
16. In the event that changes to regulatory requirements or conditions increase TMCI's costs of providing service, then TMCI reserves the right upon thirty (30) days written notice to Customer to increase the price of any service provided under this Agreement by an amount sufficient to enable TMCI to recover its increased costs resulting from said changed regulatory requirements or conditions. In the alternative, TMCI reserves the right to discontinue service to Customer upon thirty (30) days written notice if its costs of providing service increase as a result of changes to regulatory requirements or conditions. In the event that TMCI increases any rate pursuant to this provision, then Customer may discontinue the affected service without payment of any early termination payment requirement otherwise applicable, provided that Customer affords TMCI not less than thirty (30) days written notice of its intent to terminate.
17. 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.
18. **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.

AUTHORIZATIONS

Customer		TMCI Authorized Representative	
Signature:		Signature:	
Printed Name:	Michael A. Pastor	Printed Name:	Derek E. White
Title:	Chairman of the Board	Title:	Assistant General Manager
Date:		Date:	May 19, 2016

For Internal Use Only

Contract Number:	2016101
	Updated 1/25/2016

OFFICIAL SERVICE QUOTATION



BUSINESS INFORMATION

QUOTE #: RG42110-1

DATE: 4/16/2015

OFFICE: PRESCOTT
 ADDRESS: CABLE ONE - BUSINESS SALES
 3173 CLEARWATER DR
 PRESCOTT, AZ 86305

ACCOUNT EXECUTIVE:
 TELEPHONE:
 FAX:
 EMAIL:

Rudy Gutierrez
 (928) 899-2470
 (928) 443-3304
 rudy.gutierrez@cableone.biz

COMPANY NAME: Gila County
 ATTENTION: Kelly Riggs
 ADDRESS: 1400 E Ash St

TELEPHONE: 928-200-1349
 EMAIL: kriggs@gilacountyaz.gov

SERVICE DESCRIPTION

Cable ONE will provide Gila County with a Symmetrical Ethernet Private Line Access service (Access EPL) with a Copper Ethernet cable handoff. The Access EPL service will interface with the Gila County equipment located at the address(es) described below.

Cable ONE will provide Gila County with a Symmetrical Ethernet Private Line Access service (Access EPL) with a Copper Ethernet cable handoff. The Access EPL service will interface with the Gila County equipment located at the address(es) described below.

CableONE Ethernet services support a Maximum Transmission Unit (MTU) size of 2000 bytes by default. Additional MTU up to 9000 bytes may be available on a individual case basis.

QUOTE DETAILS

CONTRACT TERM (MONTHS): 60

LOCATION DETAILS

SITE NAME	ADDRESS	BANDWIDTH	SERVICE MRC	
Courthouse-DIA	1400 E Ash St	100 Mbps	\$	2,452.00
Courthouse-EPL	1400 E Ash St	110 Mbps	\$	568.00
Central Heights-EPL	5515 S. Apache Ave	50 Mbps	\$	520.00
County Attorney-EPL	149 S. Broad St	10 Mbps	\$	440.00
Public Works-EPL	745 N. Rose Moffard Way	50 Mbps	\$	520.00
Additional IP Addresses		Price Per IP	SERVICE MRC	
-		\$5.00	\$	-
Advanced Routing (BGP)		NRC	SERVICE MRC	
No		\$	-	\$ -
TOTAL		NRC	SERVICE MRC	
		\$	-	\$ 4,500.00

ADDITIONAL NOTES

This is proprietary and confidential information intended for use only by the customer named above. This price quotation is valid for ten (10) days from the date of this quote. This proposal supersedes all prior oral or written statements, representations, negotiations, understandings, proposals and undertakings made between the parties. All purchase orders and service request will be subject to Cable ONE standard agreement, procedures, terms and conditions.

Activation of Data Service is subject to Cable ONE's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable ONE determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable ONE's refund policies.

Comment

June 6, 2016

To: Gila County Board of Supervisors

From: Gila County Attorney's Office

Re: June 7, 2016 Agenda Item No. 3761: Proposed approval of a contract between Triplet Mountain Communications, Inc. and Gila County for internet service and point-to-point service for \$319,892.10.

The proposed contract may be a great deal but it is not a legally permissible deal because it has not been arrived at by the statutorily required process: "*All purchases of ... contractual services except professional services, made by the county having an estimated cost in excess of ten thousand dollars per transaction ... shall be based on sealed competitive bids.*" (Italics added.)

Because the requirement of sealed, competitive bids was not followed, the county attorney's office cannot approve this transaction.

June 7th, 2016

Gila County Board of Supervisors
1400 East Ash Street
Globe, Arizona 85501

Re: Consideration for Triplet Mountain Communications, Inc. as a Sole Source, non-competitive procurement contract.

Board of Supervisors:

The Gila County Information Technology department is requesting to bring Triplet Mountain Communications, Inc. a Sole Source, non-competitive procurement contract. This agreement will allow the County to provide greater communications than are now possible with our current provider.

To provide more appropriate levels of inter-office communications, Gila County must improve its existing network connection speeds. To date, there are only 2 companies that have this capability, CableOne and Triplet Mountains Communications, Inc. (TMCI).

While both companies can provide similar bandwidth, only TMCI has shown the ability or initiative to provide greater Point to Point Access speeds between the Gila County Courthouse, Gila County Public Works Administration and Central Heights facilities without tying that cost back to a corresponding increase in Internet Access speeds. This corresponding increase would make the total cost unaffordable to the County.

As all of these connections are dependent upon a single provider, the Information Technology Director therefore asks the Board of Supervisors to consider awarding TMCI a sole source, non-competitive procurement contract.

Kelly Riggs
Information Technology Director

Agenda Item
4A

Attachment

ARF-3764

Regular Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 06/07/2016

Submitted By: Jeff Hessenius,
Finance Director

Department: Finance

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates 06-07-16 to Grant?: No

Begin & End: 06-08-17

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Intergovernmental Agreement No. 030916 with Tonto Natural Resource Conservation District.

Background Information

On March 24, 2009, the Board of Supervisors approved the entering into a Challenge Cost Share Agreement between the U.S. Department of Agriculture, Forest Service, Tonto National Forest and Gila County. The purpose of the agreement was to allow the Forest Service and Gila County to work together on projects for improved fire management activities on Forest Service and public lands. The agreement was intended to facilitate direct funding and implementation (purchase and installation) of three fire management projects. One of the three projects was to provide for maintenance/upkeep of five brush pits across the Tonto Natural Resource Conservation District (Tonto NRCD). The Forest Service paid for the first year of brush pit operations at a cost of \$25,000, without any Gila County in-kind services match. The brush pits are places where the public can dispose of natural or green material originating from their properties. This is a free service to the public; however, there is a cost to the Regional Payson Area Project group to maintain the pits. The services that were performed at the time, included but were not limited to:

- Opening and staffing the brush pits.
- Inspecting loads coming into the pits to ensure they only contain acceptable natural or green material waste.
- Coordinating with Forest Service and local fire departments when green waste is to be burned.
- Coordinating with vendor when natural or green waste needs to be chipped, hauled away and recycled. (Chipping and hauling by the vendor was to be done on a no cost/no revenue basis).

Upon the expiration of the Agreement term on April 3, 2009, Modification No. 1 was executed by all parties to extend the agreement through September 30, 2010. Upon the expiration of the extension on September 30, 2010, Modification No. 2 was executed to extend the agreement through September 30, 2011. After the grant

funding provided by the Federal Government was exhausted, Gila County continued to partner with the U.S. Forest Service and Regional Payson Area Project to offer brush pit services to the residents of northern Gila County.

At the Board of Supervisors' regular meeting on April 7, 2015, the Board approved Intergovernmental Agreement No. 021814 in the amount of \$30,000 for the Tonto NRCDC to administer the burn pit operations in Payson and Pine. That agreement expired on March 17, 2016.

Evaluation

The U.S. Forest Service owns the pit areas; one outside of Payson and one outside of Pine, Arizona. The Regional Payson Area Project provides administrative services, and the Tonto NRCDC provides oversight of the pits.

Intergovernmental Agreement No. 030916 between Gila County and the Tonto NRCDC of which Gila County will contribute \$30,000 in the form of an Economic Development Grant to the Tonto NRCDC for the benefit of the public will ensure that the brush pits will continue to be available for disposal of natural or green materials from properties owned by residents of northern Gila County.

The Tonto NRCDC will provide to the County a quarterly deliverables reports with an accounting of how the economic development grant has been spent. The report will include invoices and receipts that were paid during that quarter.

Conclusion

As many residents in northern Gila County live in forested areas, it is important the brush pits remain operational to enable the residents of northern Gila County to clear land in and around their properties of combustible natural or green materials in a combined effort to minimize damage and mitigate the opportunity of forest fires. An economic development grant in an amount of \$30,000 for the term of June 7, 2016, to June 6, 2017, will benefit northern Gila County by ensuring funds are in place for the operational costs incurred by brush pit operations for the residents to dispose of natural or green materials.

Recommendation

Staff recommends approval of Intergovernmental Agreement No. 030916 with the Tonto NRCDC to provide an economic development grant of \$30,000 for the term of June 7, 2016, to June 8, 2017, in order to keep the brush pits in northern Gila County open and operational and at no cost to the residents for the disposal of natural or green materials in and around their properties.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. 030916 (Economic Development Grant) between Gila County and the Tonto Natural Resource Conservation District (Tonto NRCDC) whereby the County will disburse \$30,000 to the Tonto NRCDC to oversee the administration of the Regional Payson Area Project operations of two brush pits in northern Gila County so that residents may take and dispose of natural or green materials surrounding their properties, thereby minimizing the effect of potential forest fires near their properties. **(Jeff Hassenius)**

Attachments

IGA No. 030919

INTERGOVERNMENTAL AGREEMENT NO. 030916
BETWEEN
GILA COUNTY
AND
TONTO NATURAL RESOURCE CONSERVATION DISTRICT

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2016, by and between Gila County, hereinafter referred to as "County" and the Tonto Natural Resource Conservation District, hereinafter referred to as "TONTO NRCD".

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to provide funding to the TONTO NRCD in order to further the economic development potentials of the Payson area residents to aid in the continuance of providing administrative services to the burn pit locations for the residents of Northern Gila County; and

WHEREAS, the TONTO NRCD is a Natural Resource Conservation District, formed pursuant to A.R.S. §37-1031 et. seq. with powers outlined in A.R.S. §37-1054; and

WHEREAS, the TONTO NRCD will continue to provide administrative services to the burn pits owned by the United States Forest Service, for the residents of Northern Gila County; and

WHEREAS, the United States Forest Service owns two burn pits utilized by the residents of Northern Gila County. One location is outside of Payson, AZ. and the other one is outside of Pine, AZ. The County has determined that the purpose of this funding request is public and that the expenditure of these funds will 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. §11-254 to provide \$30,000 in an Economic Development Grant to the TONTO NRCD, to further the economic development of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute \$30,000 in the form of an Economic Development Grant to the TONTO NRCD for the benefit of the public. The Economic Development Grant will be in effect from June 07, 2016 to June 06, 2017.
2. The Grant will be used by the TONTO NRCD for the continuance of operating two burn pits in the Northern Gila County area.

3. Tonto NRCD agrees to provide to the County a quarterly deliverables report with an accounting of how the Economic Development Grant has been spent. The report will include invoices and receipts that were paid during that quarter.
4. Notices
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Tonto NRCD
Attn: Troy Neal
P.O. Box 3073
Payson, AZ 85547-3073

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: The TONTO NRCD shall indemnify, defend and hold harmless, County, it's officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the County, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. The TONTO NRCD shall procure and maintain, until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property which may arise from, or in connection with, the performance of the work described in this Intergovernmental Agreement No. 030916. The TONTO NRCD shall provide a Certificate of Insurance to County naming County as additional insured to the full limits of liability purchased by the TONTO NRCD. The TONTO NRCD insurance shall be primary insurance and non-contributory with respect to all other available sources.
3. Termination: Prior to the distribution of the funds described herein from the County to Tonto NRCD, either party may rescind this agreement by providing written notice to the other party. The parties do not expect that there shall be any property owned by the parties that will be comingled that will need to be disposed of after termination of the agreement.
4. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
5. Compliance with All Laws: The parties shall comply with all applicable laws, rules, regulations, standards and executive orders, whether federal, state or local. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
6. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

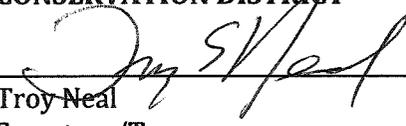
7. **Non-Appropriation:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the TONTO NRCD does not appropriate sufficient monies for the purpose of maintaining this Agreement.
8. **Immigration Law Compliance Warranty:** As required 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 the Agreement subject to penalties up to and including termination of this Agreement. 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.
9. As required by A.R.S. §23-214(B), before receiving the economic development incentive, Tonto NRCD shall provide proof to the County that it is registered with and is participating in the e-verify program.
10. **Finances and Budgetary Matters:** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Intergovernmental Agreement, and the financing for it, shall be approved annually by the County and Tonto NRCD through their respective boards; financing may include commitment of general funds, grant funds, or other available financing.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor
Chairman of the Board of Supervisors

**TONTO NATURAL RESOURCE
CONSERVATION DISTRICT**



Troy Neal
Secretary/Treasurer

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

ARF-3789

Regular Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 06/07/2016

Submitted For: Steve Sanders, Submitted By: Betty Hurst, Buyer
Director

Department: Public Works

Fiscal Year: 2016 Budgeted?: Yes

Contract Dates 60 Calendar Grant?: No

Begin & End: Days from
Notice to
Proceed

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Award Contract No. 031416-Timber Region Asphalt Patching Project.

Background Information

At the April 19, 2016, Board of Supervisors' Regular Meeting, the Board approved a Request to Advertise for the Timber Region Asphalt Patching Project.

The proposed work is located in the northern part of Gila County. The work consists of removing existing asphalt and aggregate base material and replacing the removed section with a new 2.5 inch asphalt concrete section on top of a 4 inch aggregate base course at various locations on each of the following roads: Forest Service Road No. 512 (Cherry Creek Hill Area), Hunter Creek Drive and Colcord Road. The total estimated quantity of area to be repaired is 3,057 square yards.

The roads are identified in the Gila County Transportation Study as in need of pavement maintenance. The roads are scheduled for a chip seal treatment in the upcoming chip seal season. Prior to that, the roads have areas that require the existing pavement and base course to be removed and a new base course and pavement to be installed prior to the roads being chip sealed. These amounts were budgeted in the FY2016 and FY2017 Transportation Excise Tax Budgets.

Invitation for Bids (IFB) No. 031416-Timber Region Asphalt Patching Project was advertised in the Arizona Silver Belt on April 27, 2016 and May 4, 2016, with a bid due date of May 18, 2016.

Five Bids were received. Bid responses were opened on May 18, 2016 at 4:00 P.M., and evaluated in accordance with A.R.S. §41-2533, Competitive Sealed Bidding.

Evaluation

Prior to the chip seal coat the areas need to be replaced to ensure the integrity of the chip seal. If not, the chip seal will not last and the areas will continue to degrade.

IFB No. 031416 was advertised in the Arizona Silver Belt, the County approved newspaper. It was also emailed out to forty-two contractors, two construction publications (see attached Plan Holder List) and posted on the County website. Five bids were received.

Per the Time of Completion provision in the IFB, work shall be completed within thirty days from the commencement date on the Notice to Proceed.

Conclusion

It is in the best interest of Public Works to repair the areas identified in this request prior to any type of protective surface treatment being applied. It would not be a prudent use of funds to chip seal the roads without addressing the areas of needed repair first.

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 Hatch Construction and Paving, Inc. for a bid amount of \$118,947.87 in response to IFB No. 031416-Timber Region Asphalt Patching Project. Hatch Construction and Paving, Inc. was the low bidder on IFB No. 031416.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 031416-Timber Region Asphalt Patching Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. **(Jeff Hessenius)**

Attachments

Contract No. 031416-Hatch Construction and Paving, Inc.

As-Read Bid Results IFB No. 031416

Hatch Construction & Paving

InterMountain West Civil Constructors, Inc.

Magnum Civil Constructors, Inc.

Roy Haught Excavating

Surface Contracting, Inc.

Addendum 1 to IFB 031416

IFB No 031416

Plan Holder List

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS**

TIMBER REGION ASPHALT PATCHING PROJECT

BID CALL 031416

**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. 031416**

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, May 18, 2016** for the **Timber Region Asphalt Patching Project, GILA COUNTY, ARIZONA, BID NO. 031416** in strict accordance with the rules and regulations of Board approved Policies BOS-FIN-002, BOS-FIN-003 and the Gila County Procurement Group Statement of Operating Procedures. **No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.**

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "**TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, BID CALL NO. 031416**". 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 the Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the Contracts Administrator's office.

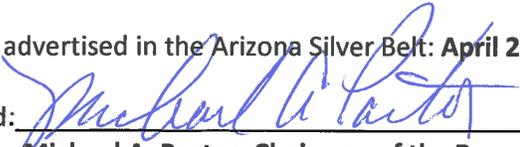
Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

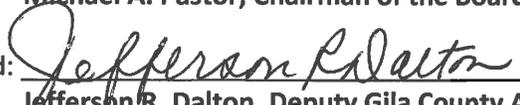
After the Contractor who is determined to be most advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject 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: **April 27, 2016 and May 04, 2016**

Signed: 
Michael A. Pastor, Chairman of the Board of Supervisors

Date: 4 / 19 / 16

Signed: 
**Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney**

Date: 4 / 19 / 16

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the entire bid packet, in triplicate, and the following forms, **all with original signatures**, must accompany the bidders proposal:

- Bid Proposal (pages 73 to 75)
- Price Sheet (pages 76 to 77)
- Surety (Bid) Bond (page 78)
- Qualification & Certification Form (pages 79 to 80)
- Reference List (pages 81)
- Affidavit of Non-Collusion (page 82)
- Subcontracting Certification (page 83)
- Check List & Addenda Acknowledgment (page 84)
- Contract (pages 85-91)
- Contract Performance Bond (page 92)
- Labor and Materials Bond (page 93)
- Contract Performance Warranty (page 94)
- 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. 031416 – TIMBER REGION ASPHALT PATCHING PROJECT**", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Wednesday, May 18, 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, May 18, 2016. Bids will be opened at 4:00 P.M., Wednesday, May 18, 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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Notification to Bidders continued...

5. **Arizona Contractor's License** - Prior to submission of bids, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.

6. **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.

7. **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 Wednesday, May 11, 2016. A response will be issued to all plan holders no later than 3:00 P.M., AZ time, on Friday, May 13, 2016.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

GENERAL REQUIREMENTS:

FIRE PREVENTION

If during the project, fire restrictions are implemented the contractor shall be responsible for compliance with Tonto National Forest and Gila County fire prevention measures.

CONTRACT TIME

Contractor shall complete all project work within thirty (30) calendar days from the commencement date as specified on the Notice to Proceed from the County.

Asphalt Edge Treatment

Where new pavement matches existing pavement at the patching location specified as Hunter Creek - A (see **APPENDIX B**) only, the Contractor shall install an asphalt edge per MAG Standard Detail No. 201, Type A (see **APPENDIX A**). Said asphalt edge shall be installed at the beginning and end of the patch and only in the direction of travel, rather than in the shoulder as shown on the detail. There will be no separate measurement or direct payment for this work. The cost being considered as included in the total cost of the contract.

Construction Water

The Contractor shall obtain an adequate water supply and furnish all construction water for the work specified herein. There will be no separate measurement or direct payment for obtaining, furnishing and applying construction water. The cost being considered as included in the total cost of the contract.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

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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.

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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.

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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

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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

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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.

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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.

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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.

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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.

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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*.

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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 contract time, if applicable, within seven (7) calendar days after the meeting. The decision of the Dispute Review Board will be final.

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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.

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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.

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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.

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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

Invitation for Bids No. 031416
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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.

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TIMBER REGION ASPHALT PATCHING PROJECT

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.

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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"**.

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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.

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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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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, price sheet, 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

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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 LIMITATION OF OPERATIONS:

The Contractor shall conduct the work at all times in such a manner and in such sequence as will insure the least interference with traffic and the safety of the public and the protection of the workmen. It shall have due regard to the location of detours and to the provisions for handling traffic. It shall not open up work to the prejudice or detriment of work already started. The Engineer may require the contractor to finish a section of work which is in progress before work is started on any additional sections if the opening of such section is essential to public convenience.

Except as required to protect work already accomplished, to provide dust control and for work of a similar nature, no work on Sundays or holidays will be permitted unless written permission is obtained from the Engineer. The contractor shall advise the Engineer at least 24 hours in advance if the contractor elects to work on any Saturday, Sunday or holiday.

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Section 108-Prosecution and Progress continued...

In general, all work shall be performed during daylight hours. If the contractor elects to perform work at night or if the contractor is required to do so in the Special Provisions, the contractor shall furnish, erect and maintain an amount of artificial lighting sufficient for the construction, flagging, inspection, etc. and for the safety of the workers and the traveling public. No night work shall be performed until the Engineer is satisfied that an adequate amount of artificial light has been furnished and placed properly.

108-06 CHARACTER OF WORKERS: Per Section 108.06 of the ADOT Standard Specifications unless modified herein.

108-07 METHODS AND EQUIPMENT: Per Section 108.07 of the ADOT Standard Specifications unless modified herein.

108-GC1 TEMPORARY SUSPENSION OF THE WORK:

The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner's Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

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Section 108-Prosecution and Progress continued...

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

108-08 DETERMINATION AND EXTENSION OF CONTRACT TIME:

The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

- (a) CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK (104-02(C))).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 105-20(B).
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

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Section 108-Prosecution and Progress continued...

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 102-06.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

- (b) CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

- (c) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner's Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner's Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

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Section 108-Prosecution and Progress continued...

108-09 FAILURE TO COMPLETE ON TIME:

For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 108-08 the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

108-10 DEFAULT AND TERMINATION OF CONTRACT:

The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (108-02)"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner's Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 108-Prosecution and Progress continued...

If the Contractor or surety, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner's Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

108-GC2 TERMINATION OF CONTRACT FOR NATIONAL EMERGENCIES:

The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner's Engineer.

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TIMBER REGION ASPHALT PATCHING PROJECT

Section 108-Prosecution and Progress continued...

Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

SECTION 109 MEASUREMENT AND PAYMENT:

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and/or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.
- F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
- G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Owner's Engineer shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 109-Measurement and Payment continued...

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

109-01 MEASUREMENT OF QUANTITIES: Per Section 109.01 of the ADOT Standard Specifications unless modified herein.

109-02 SCOPE OF PAYMENT:

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 107-17.

When the "basis of payment" subsection of a specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

109-03 COMPENSATION FOR ALTERED QUANTITIES:

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 109-Measurement and Payment continued...

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.

- (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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 109-Measurement and Payment continued...

(g) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- (2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- (3) Quantities of material, prices, and extensions.
- (4) Transportation of materials.
- (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

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.

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Section 109-Measurement and Payment continued...

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

109-06 THRU 109-08 BLANK

109-09 ACCEPTANCE AND FINAL PAYMENT:

When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 105-20(B), the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 105-21.

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 105-21 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

202-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for the removal of structures and obstructions.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 202-Removal of Structures and Obstructions continued...

202-5 Basis of Payment: : of the Standard Specifications is revised to read:
Payment for the removal of structures and obstructions shall be considered as included in the total contract cost.

Full compensation for any saw cutting necessary to perform the construction operations specified herein shall be considered as included in the total contract cost.

SECTION 205 GRADING ROADWAY FOR PAVEMENT:

Grading roadway for pavement shall be in accordance with Section 205 of the ADOT Standard Specifications unless modified herein.

205-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for grading roadway for pavement.

205-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for grading roadway for pavement shall be considered as included in the total contract cost.

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

See **APPENDIX B** for aggregate base course placement locations

303-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for aggregate base course.

303-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for aggregate base course shall be considered as included in the total contract cost.

SECTION 404 BITUMINOUS TREATMENTS:

Bituminous Treatments shall be in accordance with Section 404 of the ADOT Standard Specifications unless modified herein.

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Section 404-Bituminous Treatments continued...

404-3.12 Tack Coat: of the Standard Specifications is revised to read:

Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between layers of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The bituminous material used for tack coat shall conform to the requirements of Section 1005.

The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Type of 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.

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Section 404-Bituminous Treatments continued...

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete (asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

404-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for bituminous treatments.

404-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for bituminous treatments shall be considered as included in the total contract cost.

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):

Asphaltic Concrete Pavement shall be in accordance with Section 409 of the ADOT Standard Specifications except as modified herein.

409-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the 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.

See **APPENDIX B** for asphalt concrete placement locations.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be **PG 64-22**.

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Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

409-2.03 Mineral Admixture: the last paragraph of the Standard Specifications is revised to read:

The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

409-2.04 Mix Design: the third and fourth paragraphs of the Standard Specifications are revised to read:

The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

The mix design shall be prepared by a mix design laboratory that has met the requirements of the Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories".

The contractor may propose the use of a mix design that has been developed for a previous project. The proposed mix design shall meet the requirements of these specifications. The contractor shall provide evidence that the type and source of bituminous material, the type of mineral admixture, and the source and methods of producing mineral aggregate have not changed since the formulation of the previous mix design. The contractor shall also provide current test results for all specified characteristics of the mineral aggregate proposed for use. The Engineer will determine if the previously used mix design is suitable for the intended use and if the previous use of the mix design was satisfactory to the Department. The Engineer will either approve or disapprove the proposed mix design. Should the Engineer disapprove the use of the previously used mix design, the contractor shall prepare and submit a new mix design proposal in accordance with the requirements of these specifications.

A previously used mix design older than two years from the date it was formulated, sealed, signed, and dated shall not be allowed for use. Once approved for use on a project, a previously used mix design may be used for the duration of that project.

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Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

409-2.04 Mix Design: the last two paragraphs of the Standard Specifications are revised to read:

The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Criteria	Requirement	Arizona Test Method
1. Voids in Mineral Aggregate: %, Range	14.5 – 18.5	815
2. Effective Voids: %, Range	5.3 – 5.7	815
3. Absorbed Asphalt: %, Range	0 – 1.0	815

The Engineer reserves the right to adjust the asphalt content during production from the mix design value without additional compensation to the contractor in order to obtain desirable effective voids.

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read:

Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

409-3.01 General: the ninth, tenth, eleventh, and twelfth paragraphs of the Standard Specifications are revised to read:

All wheels and tires of compactors and other equipment surfaces shall be treated when necessary with a release agent approved by the Engineer in order to prevent the sticking of asphaltic concrete. Release agents which degrade, dissolve, or in any way damage the bituminous material shall not be used. Diesel fuel shall not be used as a release agent.

Asphaltic concrete immediately behind the laydown machine shall be in a thoroughly mixed, free-flowing, and workable condition, be free of lumps and crusts, and have a minimum temperature of 275 degrees F.

All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Engineer deems the use of self-propelled paving machines impractical.

The speed of the paving machine shall be coordinated with the production of the plant and an adequate number of trucks for hauling asphaltic concrete shall be available in order to achieve, as far as practical, a continuous operation.

Invitation for Bids No. 031416
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Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

Self-propelled paving machines shall spread the mixture within the specified tolerances, without segregation or tearing, true to the line, grade, and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers which will distribute the mixture uniformly in front of adjustable screeds.

409-3.01 General: the seventeenth paragraph of the Standard Specifications is revised to read:

Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

409-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for asphaltic concrete (miscellaneous structural).

409-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for the accepted quantities of asphaltic concrete, complete in place, shall be considered as included in the total contract cost.

No direct payment will be made for the bituminous material and mineral admixture in the asphaltic concrete, or the bituminous material for the tack coat and application of the tack coat, the price being considered as included in the total contract cost.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-4 Method of Measurement: 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.

Invitation for Bids No. 031416
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***Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.***

CONTRACT FORMS

Proposal	P-1 to P-3
Price Sheet	PS-1 to PS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 031416 Timber Region Asphalt Patching Project, Gila County, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Hatch Construction & 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 Price Sheet, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Price Sheet.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: Hatch Construction & Paving, Inc

Corporate Address: 127 S. Main St / P.O. Box 127 Taylor AZ 85939

Incorporated under the laws of the State of: Arizona

By (Signature):  Date: 5-18-16

President: Eric Ritz

Secretary: Lynn Hatch

Treasurer: Lynn Hatch

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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:** _____

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

PRICE SHEET (PS-1 to PS-2)

TIMBER REGION ASPHALT PATCHING PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: HATCH CONSTRUCTION AND PAVING, INC

TOTAL CONTRACT PRICE, for the sum of \$ 118,947.87

WRITTEN TOTAL CONTRACT PRICE

One hundred eighteen thousand nine hundred forty-seven Dollars
and eighty-seven Cents.

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

PRICE SHEET (PS-1)

TIMBER REGION ASPHALT PATCHING PROJECT
Bid 031416

Quantity	Unit	Description	Unit Price	Extension
3,057	SQ. YD.	Asphaltic Concrete Patch	\$ <u>38.91</u>	\$ <u>118,947.87</u>

TOTAL BID IN WORDS \$ *one hundred eighteen thousand nine hundred forty-seven and eighty-seven cents.*

*Price to include all applicable taxes and required fees.

No tax shall be levied against labor. Payment will be made based on actual quantities.

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the 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. 031416, TIMBER REGION ASPHALT PATCHING PROJECT

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

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

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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 031416-TIMBER REGION ASPHALT PATCHING PROJECT

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
Hatch Construction & Paving, Inc.
127 S. Main St / PO Box 127 Taylor AZ 85929
928-536-7213

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes 4 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 barred or prohibited from competing for a contract? _____ Yes 4 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.

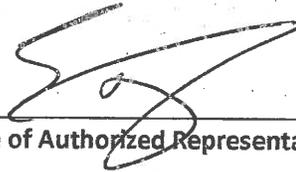
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____ Yes 4 No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

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

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

- 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:** 2-2
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:** 071421



Signature of Authorized Representative

Eric Ritz

Printed Name

President

Title

Brief Corporate History

Hatch Construction and Paving was founded in Taylor, AZ in 1945 by Sheldon Hatch. He brought the first AC Hot mix batch plant into the state. Sheldon forged a strong company built on hard work and honest dealing. Today, Hatch Construction is owned and operated by Sheldon's sons and continues to operate on the same founding principles. With multiple batch plants and several sand and gravel mines, Hatch Construction continues to meet the materials and construction needs of Northern Arizona.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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: Town of Springerville
Contact: Tim Rasmussen
Phone: 928-333-2656
Address: 418 E. Main St Springerville, AZ 85938
2. Company: Town of Taylor
Contact: Jeremy Peters
Phone: 928-536-7027
Address: P.O. Box 158 Taylor, AZ 85939
3. Company: Town of Snowflake
Contact: Dale Call
Phone: 928-536-7103
Address: 81 W. 1st South Snowflake AZ 85937
4. Company: ADOT
Contact: Elaine Levens-Cook
Phone: 928-532-2345
Address: P.O. Box 2739 Show Low AZ 85902

Hatch Construction & Paving, Inc
Name of Business


Signature of Authorized Representative

President
Title

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

**AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
COUNTY OF: Navajo)
Eric Ritz)
(Name of Individual)

being first duly sworn, deposes and says:

That he is President
of Hatch Construction & Paving, Inc. and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 031416, TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA** and,

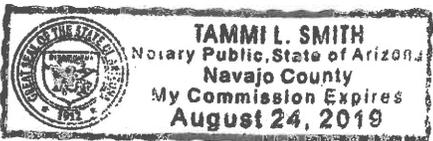
That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said Hatch Construction & 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.

Hatch Construction & Paving, Inc.
Name of Business
By [Signature]
President
Title

Subscribed and sworn to before me this 18 day of May, 2016.
Tammi L. Smith
Notary Public
My Commission expires: 8-24-2019



**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

BIDDERS CHECKLIST (CK-1)

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and executed and submitted with this bid. If bidder fails to complete and execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
Proposal	✓
Price Sheet	✓
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	<u>EC 5/18/16</u>	_____	_____	_____	_____

Signed and dated this 18th day of MAY, 2016.

WATCF CONSTRUCTION AND 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: TIMBER REGION ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 031416.** All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before **Wednesday, May 18, 2016.**

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

GILA COUNTY
CONTRACT NO. 031416 (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 HATCH CONSTRUCTION & PAVING of the City of TAYLOR, County of NAVAJO, 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. 031416, TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 031416 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Special Provisions", "Proposal", "Price Sheet", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III - SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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 |

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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 and contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **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 commencement date on the Notice To Proceed**, and shall be completed within the following limits:

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **30 Calendar Days of the commencement date as specified on the Notice To Proceed.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

<u>WORK ITEM</u>	<u>DAILY CHARGE PER CALENDAR DAY</u>
All work not complete within the above specified time after start of work.	\$350.00

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. §38-511 and GENERAL PROVISION 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before **thirty (30) days** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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."

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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 copies of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the Contractor, the Owner agrees to pay the amount of \$ 118,947.87 INCLUDING ALL APPLICABLE TAXES through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The Contractor agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for:

**TIMBER REGION ASPHALT PATCHING PROJECT
CONTRACT NO. 031416**

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

CONTRACTOR:



Contractor Signature

ERIC RITZ

Print Name

ATTEST:

Witness (If Contractor is Individual)

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil 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: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 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: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 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, ERIC RITZ, representing

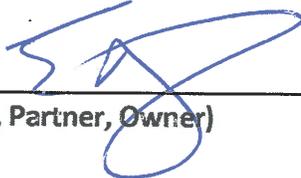
HATCH CONSTRUCTION AND PAVING, INC (company name)

do hereby warranty the work performed for the:

TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, 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)

5/18/10

Date

**Request for Taxpayer
 Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Hatch Construction & 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.)
PO Box 127 / 127 S. Main Street

6 City, state, and ZIP code
Taylor AZ 85939

7 List account number(s) here (optional)

Requester's name and address (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
<i>86-0466124</i>

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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: *Tammi Switto* Date: *5-16-2016*

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/ir2.

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 amounts 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 1099 (home mortgage interest), 1099-E (student loan interest), 1099-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.

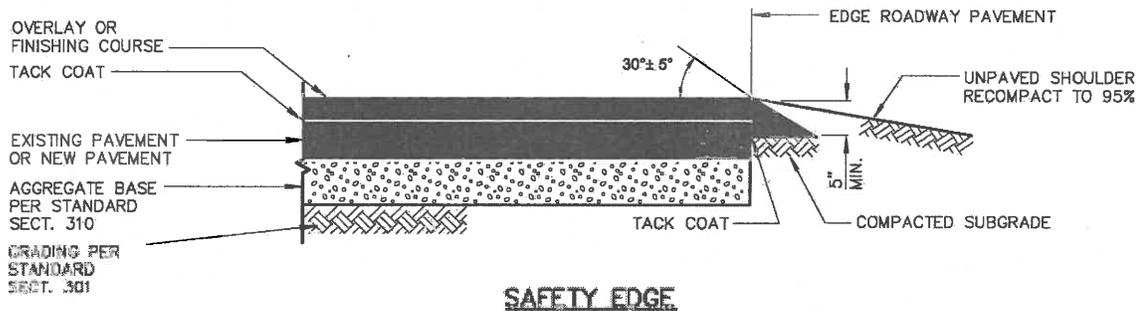
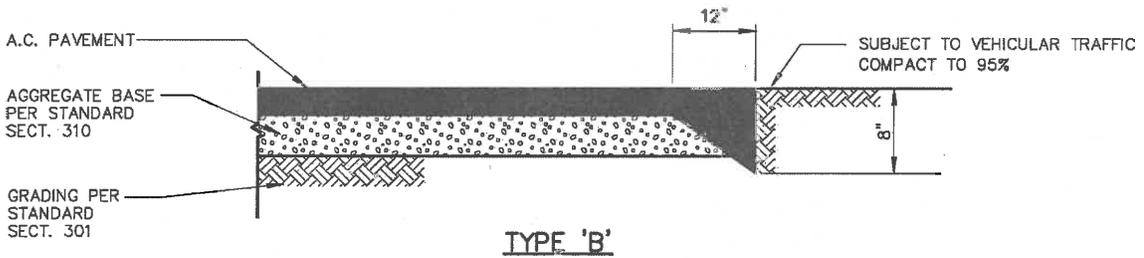
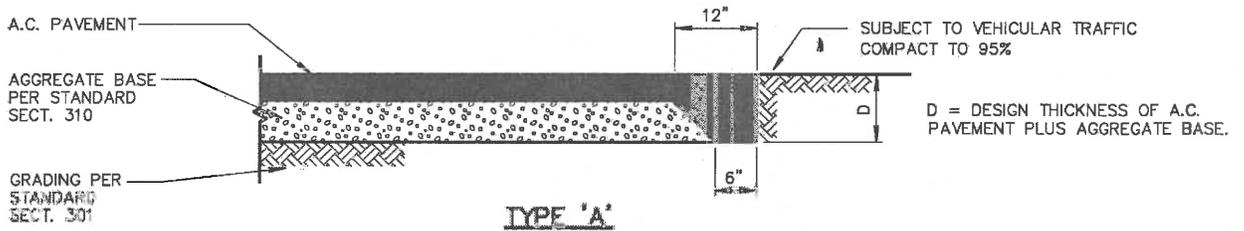
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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' shares of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

APPENDIX A

(REFERENCED STANDARD DETAILS)



DETAIL NO.
201



STANDARD DETAIL
ENGLISH

ASPHALT PAVEMENT EDGE DETAILS

DATE
01-01-2014

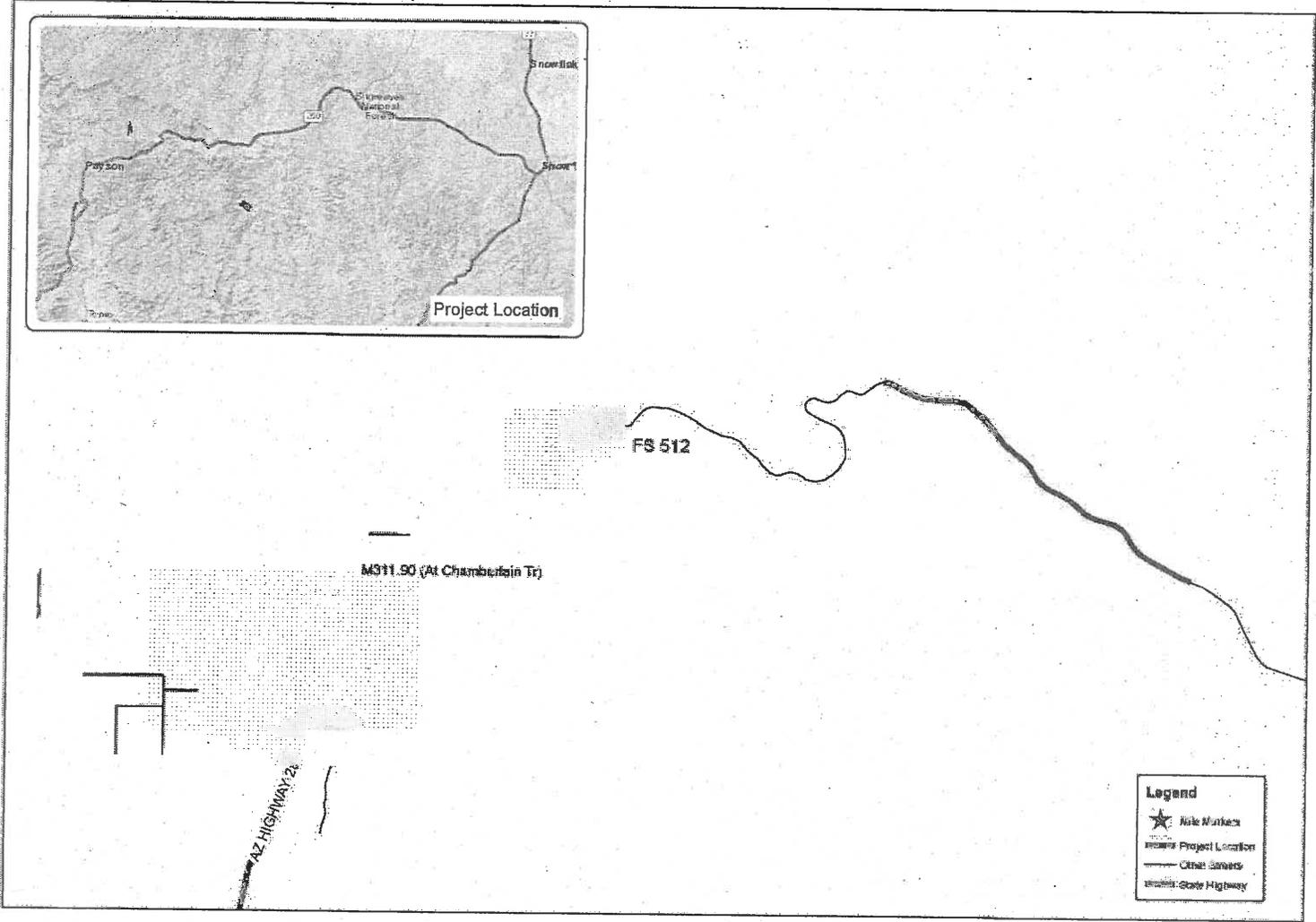
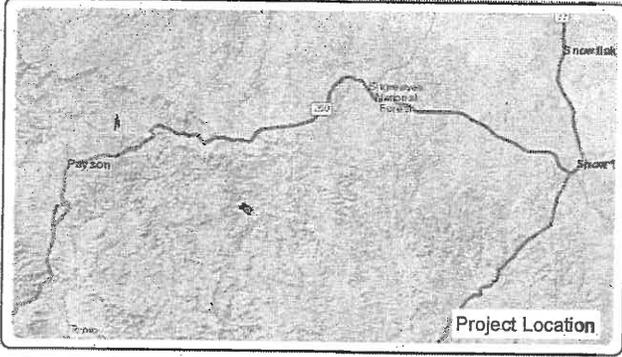
DETAIL NO.
201

APPENDIX B

(PATCHING LOCATIONS)

APPENDIX C

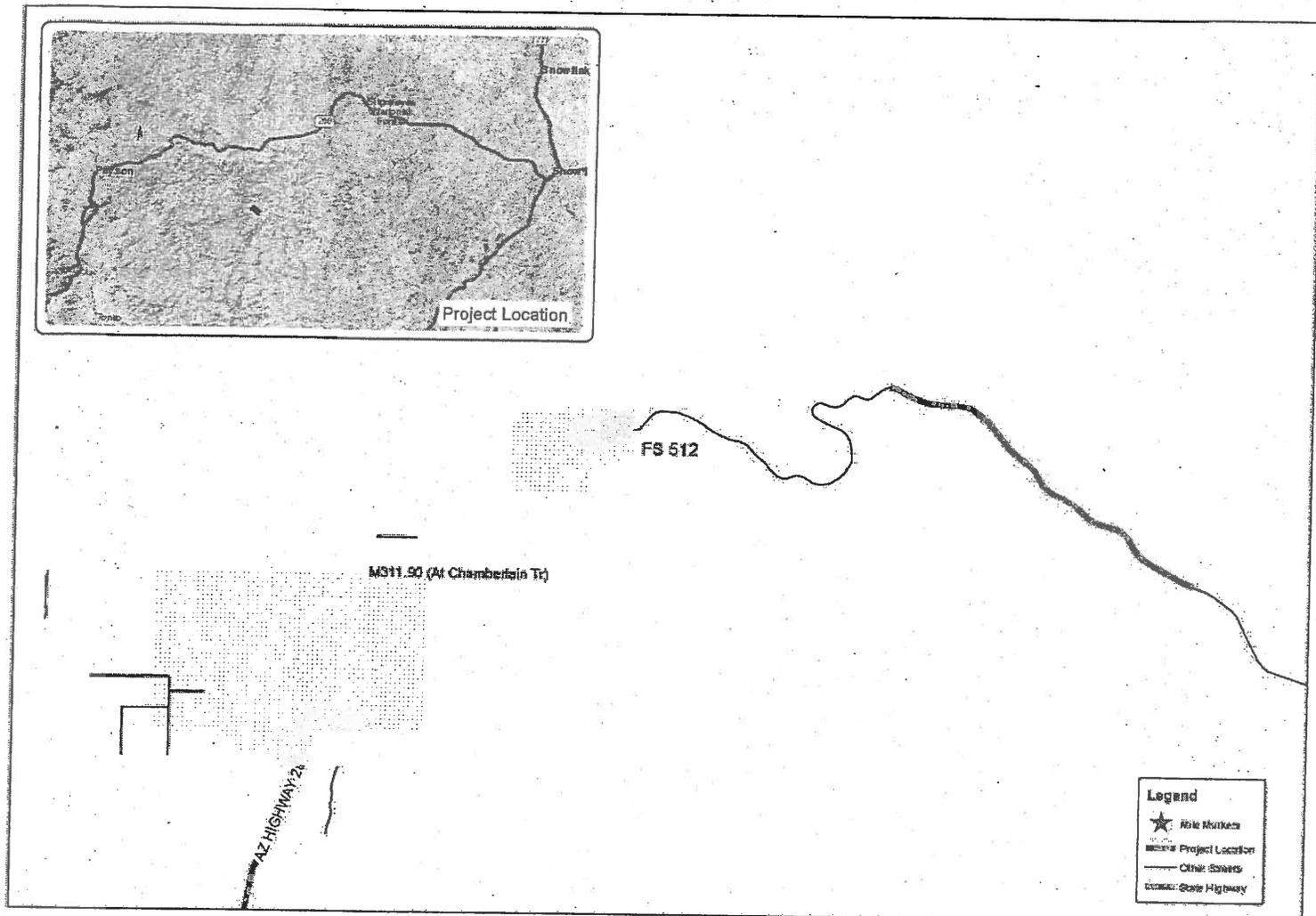
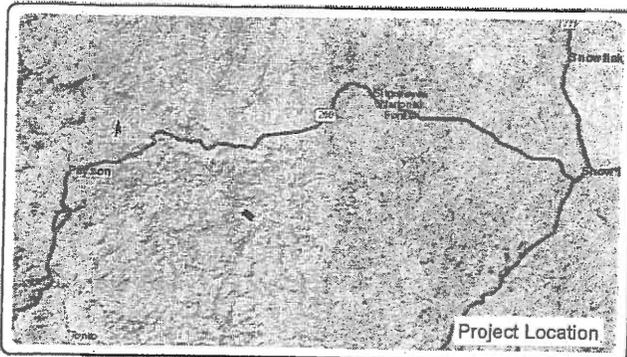
(PATCHING LOCATION MAPS)



FS 512 - Bottom

1 in = 0.5 miles

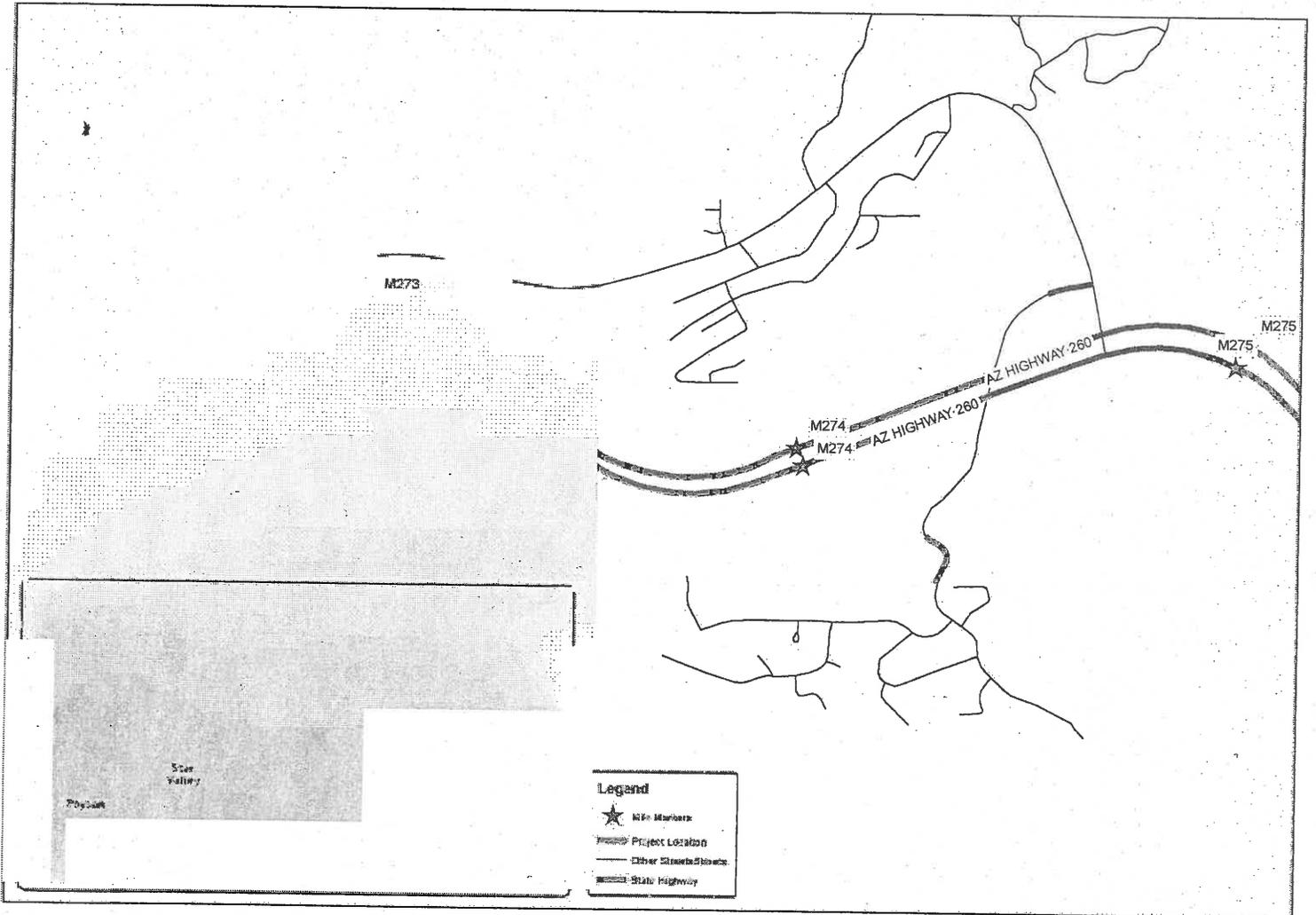
0 0.25 0.5 1 Miles



FS 512 - Bottom

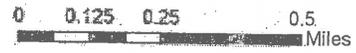
1 in = 0.5 miles

0 0.25 0.5 1 Miles



Hunter Creek Dr

1 in = 0.25 miles





**GILA COUNTY
TIMBER REGION ASPHALT PATCHING PROJECT
INVITATION FOR BID NO. 031416**

ADDENDUM #1:
DATE: 05/12/2016

CLARIFICATIONS:

- QUESTION:** Page 3 (under Item #1) lists that contractor must submit the Contract, Performance and Material, Bon, Performance Warranty, and IRS W-9 form with our bid. Typically these are submitted by the contractor who is entering into the contract, does the county want these documents from all bidders?

ANSWER: Performance bond and Labor and Materials bond are not due with the bids.
- QUESTION:** What is the anticipated NTP date for this project?

ANSWER: Anticipated NTP date will likely be either July 11 or 18, 2016. The County would have to discuss any changes to these anticipated dates with the winning bidder. Prospective bidders should assume these dates as most probable for the NTP.
- QUESTION:** If contractor mills the larger patches, is there any location near the project that the county would like the millings taken to?

ANSWER: Gila County does not want the millings. The Contractor shall be responsible for the disposal of the asphalt that is to be removed.
- QUESTION:** Will the county accept MAG spec ABC and AC for materials?

ANSWER: Contractor's shall assume adherence to ADOT specifications for ABC and AC as required.

This concludes Addendum No. 1 to Invitation for Bid No. 031416

INVITATION FOR BID NO. 031416
ADDENDUM #1

R
A
N
K
I
N
G

BID RESULTS



GILA COUNTY

BID

TITLE: Timber Region Asphalt Patching Project

BID

DUE

NO.: 031416

DATE: May 18, 2016

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
	Roy Hought Excavating	\$152,850.00	
	Surface Contracting, Inc.	\$265,959.00	
	InterMountain West Civil Constructors, Inc.	\$169,816.35	
	Magnum Civil Constructors, Inc.	\$175,777.50	
	Hatch Construction & Paving	\$118,947.87	

PRE-BID AWARD REVIEW FORM

Bid Title: Timber Region Asphalt Patching Review

Bid Number: 031416 **Opening Date:** 05-18-16/4:00 P.M.

Bid Reviewer Name: Betty Hurst

Bidder Name: Hatch Construction & Paving

BID DOCUMENT FORMS: (All required documents are present and complete.)

Pages 73-75	<u>Proposal</u>	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
	Form Attached	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Information Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Form Signed	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Original Signature	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Seal Affixed	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Comments:		
	<hr/>		
	<hr/>		
	<hr/>		

Pages 76-77	<u>Bidding Schedule</u>	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
	Form Attached	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	If Lump Sum, is \$ Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	If Line Item, is \$ Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Line Item totals verified	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Comments:		
	<hr/>		
	<hr/>		
	<hr/>		

Surety (Bid) Bond

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Notarized	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Seals Affixed	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Original Signatures	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Copy of Bidder Bond Provided	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Is Bond for 10%	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Qualification and Certification Form

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
E-Mod Rate Complete	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Contractor License Complete	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
AZROC Verified	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

E-Mod Rating 2.20

Contractor License No. 71421

Comments:

1. Contractor has no open, disciplined, or settled cases against license.

Reference List

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Required References Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Page 82

No Collusion in Bidding Contract

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Notarized	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Page 83

Intentions Concerning Subcontracting

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Box Checked	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

1. Contractor does not intend to subcontract a portion of the work.

Pg. 84

Checklist & Addenda Acknowledgement

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Addenda Acknowledged	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Pages 85-91

Contract

Applicable

Non-Applicable

Contract Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Contract Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Page 100

Performance Bond

Applicable

Non-Applicable

Form Attached

Yes

No

Form Notarized

Yes

No

Seals Affixed

Yes

No

Original Signatures

Yes

No

Comments:

To be submitted only if awarded contract.

Page 93

Labor and Materials Bond

Applicable

Non-Applicable

Form Attached

Yes

No

Form Notarized

Yes

No

Seals Affixed

Yes

No

Original Signatures

Yes

No

Comments:

To be submitted only if awarded contract.

Pages 94

Warranty

Applicable

Non-Applicable

Warranty Attached

Yes

No

Warranty Signed

Yes

No

Original Signature

Yes

No

Comments:

Other Comments

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS
TIMBER REGION ASPHALT PATCHING PROJECT
BID CALL 031416**

**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. 031416**

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, May 18, 2016** for the **Timber Region Asphalt Patching Project, GILA COUNTY, ARIZONA, BID NO. 031416** in strict accordance with the rules and regulations of Board approved Policies BOS-FIN-002, BOS-FIN-003 and the Gila County Procurement Group Statement of Operating Procedures. **No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.**

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked: **"TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, BID CALL NO. 031416"**. All Bids shall be mailed or delivered to the **Gila County Procurement Department, Attention: Jeannie Sgrol, Contracts Administrator, 1400 East Ash St., Globe, AZ 85501**. Gila County Engineering Services and the Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the Contracts Administrator's office.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject 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: **April 27, 2016 and May 04, 2016**

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

Date: ____/____/____

Signed: _____
**Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney**

Date: ____/____/____

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Notification to Bidders continued...

5. **Arizona Contractor's License** - Prior to submission of bids, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the Arizona State Registrar of Contractors.

6. **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.

7. **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 Wednesday, May 11, 2016. A response will be issued to all plan holders no later than 3:00 P.M., AZ time, on Friday, May 13, 2016.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the entire bid packet, in triplicate, and the following forms, **all with original signatures**, must accompany the bidders proposal:

- Bid Proposal (pages 73 to 75)
- Price Sheet (pages 76 to 77)
- Surety (Bid) Bond (page 78)
- Qualification & Certification Form (pages 79 to 80)
- Reference List (pages 81)
- Affidavit of Non-Collusion (page 82)
- Subcontracting Certification (page 83)
- Check List & Addenda Acknowledgment (page 84)
- Contract (pages 85-91)
- Contract Performance Bond (page 92)
- Labor and Materials Bond (page 93)
- Contract Performance Warranty (page 94)
- 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. 031416 – TIMBER REGION ASPHALT PATCHING PROJECT**", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Wednesday, May 18, 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, May 18, 2016. Bids will be opened at 4:00 P.M., Wednesday, May 18, 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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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SPECIAL PROVISIONS

FOR

TIMBER REGION ASPHALT PATCHING PROJECT

The proposed work is located in the northern part of Gila County. The work consists of removing existing asphalt and aggregate base material and replacing the removed section with a new 2.5 inch asphalt concrete section on top of a 4 inch aggregate base course at various locations on each of the following roads: Forest Service Road No. 512 (Cherry Creek Hill Area), Hunter Creek Drive and Colcord Road (see **APPENDIX B & C**). The total estimated quantity of area to be repaired is 3,057 square yards.

SPECIFICATIONS:

Reference is made to 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 and current revisions.

Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, 2015 Edition.

Wherever reference in the above cited Standard Specifications is made to ADOT it shall refer to Owner as defined in Section 101-02 herein these Special Provisions.

In the event of any conflict between these Special Provisions and the Standard Specifications, these Special Provisions shall prevail.

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GENERAL REQUIREMENTS:

FIRE PREVENTION

If during the project, fire restrictions are implemented the contractor shall be responsible for compliance with Tonto National Forest and Gila County fire prevention measures.

CONTRACT TIME

Contractor shall complete all project work within thirty (30) calendar days from the commencement date as specified on the Notice to Proceed from the County.

Asphalt Edge Treatment

Where new pavement matches existing pavement at the patching location specified as Hunter Creek - A (see **APPENDIX B**) only, the Contractor shall install an asphalt edge per MAG Standard Detail No. 201, Type A (see **APPENDIX A**). Said asphalt edge shall be installed at the beginning and end of the patch and only in the direction of travel, rather than in the shoulder as shown on the detail. There will be no separate measurement or direct payment for this work. The cost being considered as included in the total cost of the contract.

Construction Water

The Contractor shall obtain an adequate water supply and furnish all construction water for the work specified herein. There will be no separate measurement or direct payment for obtaining, furnishing and applying construction water. The cost being considered as included in the total cost of the contract.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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

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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.

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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.

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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.

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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.

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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*.

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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

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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.

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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 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.

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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.

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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.

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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.

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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.

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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.

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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 and 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.

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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

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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.

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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".

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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.

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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 and contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **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.

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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.

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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.

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(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 or 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.

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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.

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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.

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- (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 or 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.

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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 or 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.

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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.

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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.

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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, price sheet, 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

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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 LIMITATION OF OPERATIONS:

The Contractor shall conduct the work at all times in such a manner and in such sequence as will insure the least interference with traffic and the safety of the public and the protection of the workmen. It shall have due regard to the location of detours and to the provisions for handling traffic. It shall not open up work to the prejudice or detriment of work already started. The Engineer may require the contractor to finish a section of work which is in progress before work is started on any additional sections if the opening of such section is essential to public convenience.

Except as required to protect work already accomplished, to provide dust control and for work of a similar nature, no work on Sundays or holidays will be permitted unless written permission is obtained from the Engineer. The contractor shall advise the Engineer at least 24 hours in advance if the contractor elects to work on any Saturday, Sunday or holiday.

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Section 108-Prosecution and Progress continued...

In general, all work shall be performed during daylight hours. If the contractor elects to perform work at night or if the contractor is required to do so in the Special Provisions, the contractor shall furnish, erect and maintain an amount of artificial lighting sufficient for the construction, flagging, inspection, etc. and for the safety of the workers and the traveling public. No night work shall be performed until the Engineer is satisfied that an adequate amount of artificial light has been furnished and placed properly.

108-06 CHARACTER OF WORKERS: Per Section 108.06 of the ADOT Standard Specifications unless modified herein.

108-07 METHODS AND EQUIPMENT: Per Section 108.07 of the ADOT Standard Specifications unless modified herein.

108-GC1 TEMPORARY SUSPENSION OF THE WORK:

The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner's Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

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Section 108-Prosecution and Progress continued...

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

108-08 DETERMINATION AND EXTENSION OF CONTRACT TIME:

The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

- (a) CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK (104-02(C)).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 105-20(B).
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

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Section 108-Prosecution and Progress continued...

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 102-06.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

- (b) CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

- (c) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner's Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner's Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

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Section 108-Prosecution and Progress continued...

108-09 FAILURE TO COMPLETE ON TIME:

For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 108-08 the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

108-10 DEFAULT AND TERMINATION OF CONTRACT:

The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (108-02)"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner's Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

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Section 108-Prosecution and Progress continued...

If the Contractor or surety, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner's Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

108-GC2 TERMINATION OF CONTRACT FOR NATIONAL EMERGENCIES:

The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner's Engineer.

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Section 108-Prosecution and Progress continued...

Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

SECTION 109 MEASUREMENT AND PAYMENT:

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.
- F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
- G. Obtaining and maintaining any required environmental and or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Owner's Engineer shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

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Section 109-Measurement and Payment continued...

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

109-01 MEASUREMENT OF QUANTITIES: Per Section 109.01 of the ADOT Standard Specifications unless modified herein.

109-02 SCOPE OF PAYMENT:

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 107-17.

When the "basis of payment" subsection of a specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

109-03 COMPENSATION FOR ALTERED QUANTITIES:

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

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Section 109-Measurement and Payment continued...

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.

- (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.

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Section 109-Measurement and Payment continued...

- (g) **Statements.** No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
 - (3) Quantities of material, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

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.

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Section 109-Measurement and Payment continued...

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

109-06 THRU 109-08 BLANK

109-09 ACCEPTANCE AND FINAL PAYMENT:

When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 105-20(B), the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 105-21.

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 105-21 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

202-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for the removal of structures and obstructions.

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Section 202-Removal of Structures and Obstructions continued...

202-5 Basis of Payment: : of the Standard Specifications is revised to read:
Payment for the removal of structures and obstructions shall be considered as included in the total contract cost.

Full compensation for any saw cutting necessary to perform the construction operations specified herein shall be considered as included in the total contract cost.

SECTION 205 GRADING ROADWAY FOR PAVEMENT:

Grading roadway for pavement shall be in accordance with Section 205 of the ADOT Standard Specifications unless modified herein.

205-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for grading roadway for pavement.

205-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for grading roadway for pavement shall be considered as included in the total contract cost.

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

See **APPENDIX B** for aggregate base course placement locations

303-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for aggregate base course.

303-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for aggregate base course shall be considered as included in the total contract cost.

SECTION 404 BITUMINOUS TREATMENTS:

Bituminous Treatments shall be in accordance with Section 404 of the ADOT Standard Specifications unless modified herein.

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Section 404-Bituminous Treatments continued...

404-3.12 Tack Coat: of the Standard Specifications is revised to read:

Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between layers of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The bituminous material used for tack coat shall conform to the requirements of Section 1005.

The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Type of 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.

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Section 404-Bituminous Treatments continued...

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete (asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

404-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for bituminous treatments.

404-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for bituminous treatments shall be considered as included in the total contract cost.

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):

Asphaltic Concrete Pavement shall be in accordance with Section 409 of the ADOT Standard Specifications except as modified herein.

409-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the 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.

See **APPENDIX B** for asphalt concrete placement locations.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be **PG 64-22**.

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Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

409-2.03 Mineral Admixture: the last paragraph of the Standard Specifications is revised to read:

The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

409-2.04 Mix Design: the third and fourth paragraphs of the Standard Specifications are revised to read:

The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

The mix design shall be prepared by a mix design laboratory that has met the requirements of the Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories".

The contractor may propose the use of a mix design that has been developed for a previous project. The proposed mix design shall meet the requirements of these specifications. The contractor shall provide evidence that the type and source of bituminous material, the type of mineral admixture, and the source and methods of producing mineral aggregate have not changed since the formulation of the previous mix design. The contractor shall also provide current test results for all specified characteristics of the mineral aggregate proposed for use. The Engineer will determine if the previously used mix design is suitable for the intended use and if the previous use of the mix design was satisfactory to the Department. The Engineer will either approve or disapprove the proposed mix design. Should the Engineer disapprove the use of the previously used mix design, the contractor shall prepare and submit a new mix design proposal in accordance with the requirements of these specifications.

A previously used mix design older than two years from the date it was formulated, sealed, signed, and dated shall not be allowed for use. Once approved for use on a project, a previously used mix design may be used for the duration of that project.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

409-2.04 Mix Design: the last two paragraphs of the Standard Specifications are revised to read:

The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Criteria	Requirement	Arizona Test Method
1. Voids in Mineral Aggregate: %, Range	14.5 – 18.5	815
2. Effective Voids: %, Range	5.3 – 5.7	815
3. Absorbed Asphalt: %, Range	0 – 1.0	815

The Engineer reserves the right to adjust the asphalt content during production from the mix design value without additional compensation to the contractor in order to obtain desirable effective voids.

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read:

Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

409-3.01 General: the ninth, tenth, eleventh, and twelfth paragraphs of the Standard Specifications are revised to read:

All wheels and tires of compactors and other equipment surfaces shall be treated when necessary with a release agent approved by the Engineer in order to prevent the sticking of asphaltic concrete. Release agents which degrade, dissolve, or in any way damage the bituminous material shall not be used. Diesel fuel shall not be used as a release agent.

Asphaltic concrete immediately behind the laydown machine shall be in a thoroughly mixed, free-flowing, and workable condition, be free of lumps and crusts, and have a minimum temperature of 275 degrees F.

All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Engineer deems the use of self-propelled paving machines impractical.

The speed of the paving machine shall be coordinated with the production of the plant and an adequate number of trucks for hauling asphaltic concrete shall be available in order to achieve, as far as practical, a continuous operation.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

Self-propelled paving machines shall spread the mixture within the specified tolerances, without segregation or tearing, true to the line, grade, and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers which will distribute the mixture uniformly in front of adjustable screeds.

409-3.01 General: the seventeenth paragraph of the Standard Specifications is revised to read:

Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

409-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for asphaltic concrete (miscellaneous structural).

409-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for the accepted quantities of asphaltic concrete, complete in place, shall be considered as included in the total contract cost.

No direct payment will be made for the bituminous material and mineral admixture in the asphaltic concrete, or the bituminous material for the tack coat and application of the tack coat, the price being considered as included in the total contract cost.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement shall be made for Maintenance and Protection of Traffic.

701-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for all work necessary to provide Maintenance and Protection of Traffic shall be considered as included in the total contract cost.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT



***Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.***

CONTRACT FORMS

Proposal	P-1 to P-3
Price Sheet	PS-1 to PS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 031416 Timber Region Asphalt Patching Project, Gila County, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Hatch Construction & 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 Price Sheet, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Price Sheet.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: Hatch Construction & Paving, Inc

Corporate Address: 127 S. Main St / P.O. Box 127 Taylor AZ 85939

Incorporated under the laws of the State of: Arizona

By (Signature):  Date: 5-18-16

President: Eric Ritz

Secretary: Lynn Hatch

Treasurer: Lynn Hatch

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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:** _____

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

PRICE SHEET (PS-1 to PS-2)

TIMBER REGION ASPHALT PATCHING PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: HATCH CONSTRUCTION AND PAVING, INC

TOTAL CONTRACT PRICE, for the sum of \$ 118,947.87

WRITTEN TOTAL CONTRACT PRICE

One hundred eighteen thousand nine hundred forty-seven Dollars

and eighty-seven Cents.

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

PRICE SHEET (PS-1)

TIMBER REGION ASPHALT PATCHING PROJECT
Bid 031416

Quantity	Unit	Description	Unit Price	Extension
3,057	SQ. YD.	Asphaltic Concrete Patch	\$ <u>38.91</u>	\$ <u>118,947.87</u>

TOTAL BID IN WORDS \$ one hundred eighteen thousand nine hundred forty-seven and eighty-seven cents.

*Price to include all applicable taxes and required fees.

No tax shall be levied against labor. Payment will be made based on actual quantities.

GILA COUNTY

SURETY (BID) BOND (BB-1)

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the 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. 031416, TIMBER REGION ASPHALT PATCHING PROJECT

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

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

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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 031416-TIMBER REGION ASPHALT PATCHING PROJECT

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
Hatch Construction & Paving, Inc.
127 S. 4th Main St / PO Box 127 Taylor AZ 85929
928-536-7213

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes 4 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 barred or prohibited from competing for a contract? _____ Yes 4 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 4 No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

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

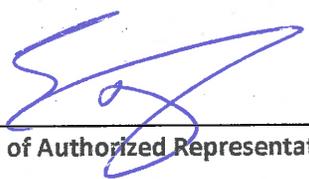
Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

- 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:** 2-2

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:** 071421



Signature of Authorized Representative

Eric Ritz

Printed Name

President

Title

Brief Corporate History

Hatch Construction and Paving was founded in Taylor, AZ in 1945 by Sheldon Hatch. He brought the first AC Hot mix batch plant into the state. Sheldon forged a strong company built on hard work and honest dealing. Today, Hatch Construction is owned and operated by Sheldon's sons and continues to operate on the same founding principles. With multiple batch plants and several sand and gravel mines, Hatch Construction continues to meet the materials and construction needs of Northern Arizona.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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

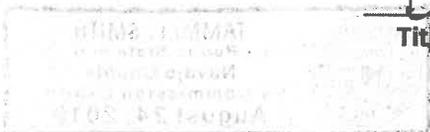
Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. Company: Town of Springerville
Contact: Tom Rasmussen
Phone: 928-333-2656
Address: 418 E. Main St Springerville, AZ 85938
2. Company: Town of Taylor
Contact: Jeremy Peters
Phone: 928-536-7027
Address: P.O. Box 158 Taylor, AZ 85939
3. Company: Town of Snowflake
Contact: Dale Call
Phone: 928-536-7103
Address: 81 W. 1st South Snowflake AZ 85937
4. Company: ADOT
Contact: Elaine Leavens-Cook
Phone: 928-532-2345
Address: P.O. Box 2739 Show Low AZ 85902

Hotel Construction & Paving, Inc
Name of Business

[Signature]
Signature of Authorized Representative

President
Title



Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

**AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
COUNTY OF: Navajo)ss
Eric Ritz)

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

That he is President
of Hatch Construction & Paving, Inc. and
(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 031416, TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA** and,

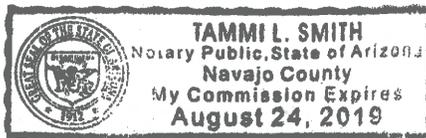
That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said
Hatch Construction & 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.

Hatch Construction & Paving, Inc.
Name of Business
By [Signature]
President
Title

Subscribed and sworn to before me this 18 day of May, 2016.
Tammi L. Smith
Notary Public
My Commission expires: 8-24-2019



**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of **Invitation for Bid No. 031416, TIMBER REGION ASPHALT PATCHING PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

HATCH CONSTRUCTION AND PAVING, INC

Name of Business



Signature of Authorized Representative

PRESIDENT

Title

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

BIDDERS CHECKLIST (CK-1)

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and executed and submitted with this bid. If bidder fails to complete and execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
Proposal	✓ _____
Price Sheet	✓ _____
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	GZ 5/18/16	_____	_____	_____	_____

Signed and dated this 18th day of MAY, 2016.

MATEL CONSTRUCTION AND 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: TIMBER REGION ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 031416.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Wednesday, May 18, 2016.**

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

GILA COUNTY
CONTRACT NO. 031416 (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 HATCH CONSTRUCTION & PAVING of the City of TAYLOR, County of NAVAJO, 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. 031416, TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 031416 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Special Provisions", "Proposal", "Price Sheet", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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 |

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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 and contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **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 commencement date on the Notice To Proceed**, and shall be completed within the following limits:

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **30 Calendar Days of the commencement date as specified on the Notice To Proceed.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

<u>WORK ITEM</u>	<u>DAILY CHARGE PER CALENDAR DAY</u>
All work not complete within the above specified time after start of work.	\$350.00

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. §38-511 and GENERAL PROVISION 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before **thirty (30) days** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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."

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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 copies of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the Contractor, the Owner agrees to pay the amount of \$ 118,947.87 INCLUDING ALL APPLICABLE TAXES through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The Contractor agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for:

**TIMBER REGION ASPHALT PATCHING PROJECT
CONTRACT NO. 031416**

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Contractor Signature

ERIC RITZ

Print Name

ATTEST:

Witness (If Contractor is Individual)

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil 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: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

**STATUTORY LABOR AND MATERIALS BOND (LMB-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: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

GILA COUNTY
CONTRACT PERFORMANCE WARRANTY (CPW-1)

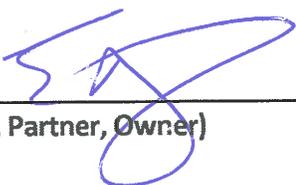
I, ERIC RITZ, representing
HATCH CONSTRUCTION AND PAVING, INC (company name)

do hereby warranty the work performed for the:

TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, 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)

5/18/16

Date

**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.
Hatch Construction & Paving, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate tax 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 127 / 127 S. Main Street

6 City, state, and ZIP code
Tappan AZ 85939

7 List account number(s) here (optional)

Requester's name and address (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
86-0466124

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 > **Tammie Suttis** Date > **5-16-2016**

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/irs.

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 amounts 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 1099 (home mortgage interest), 1099-E (student loan interest), 1099-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.

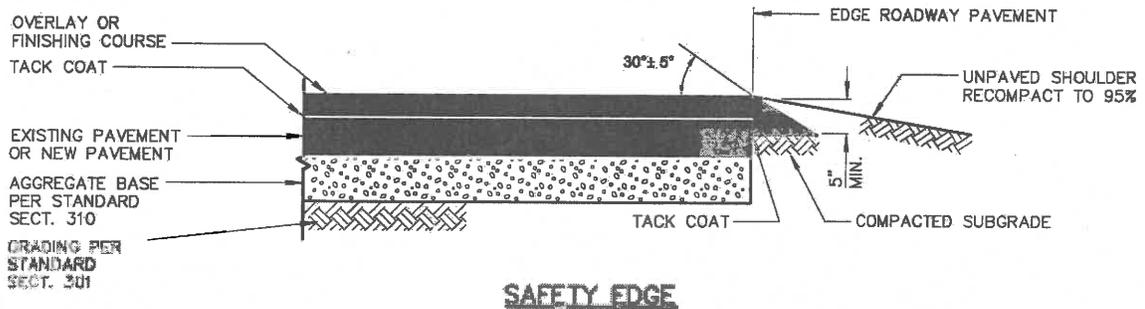
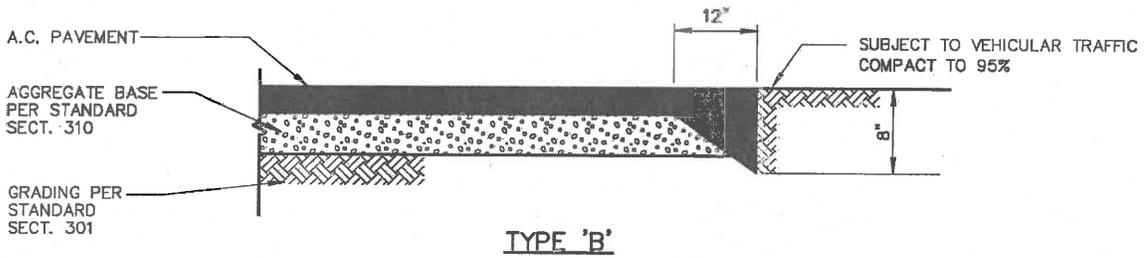
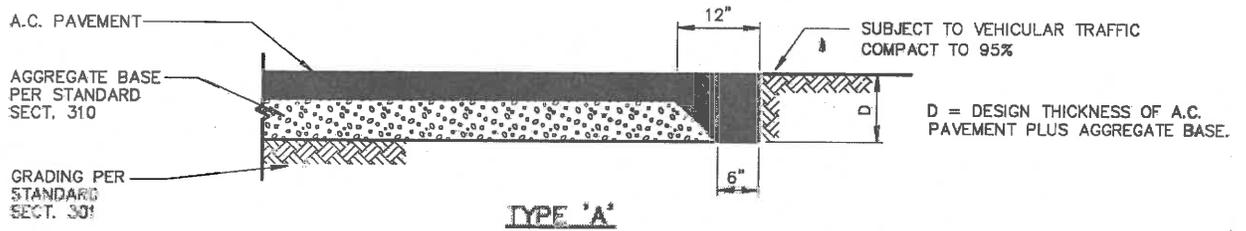
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that the 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)



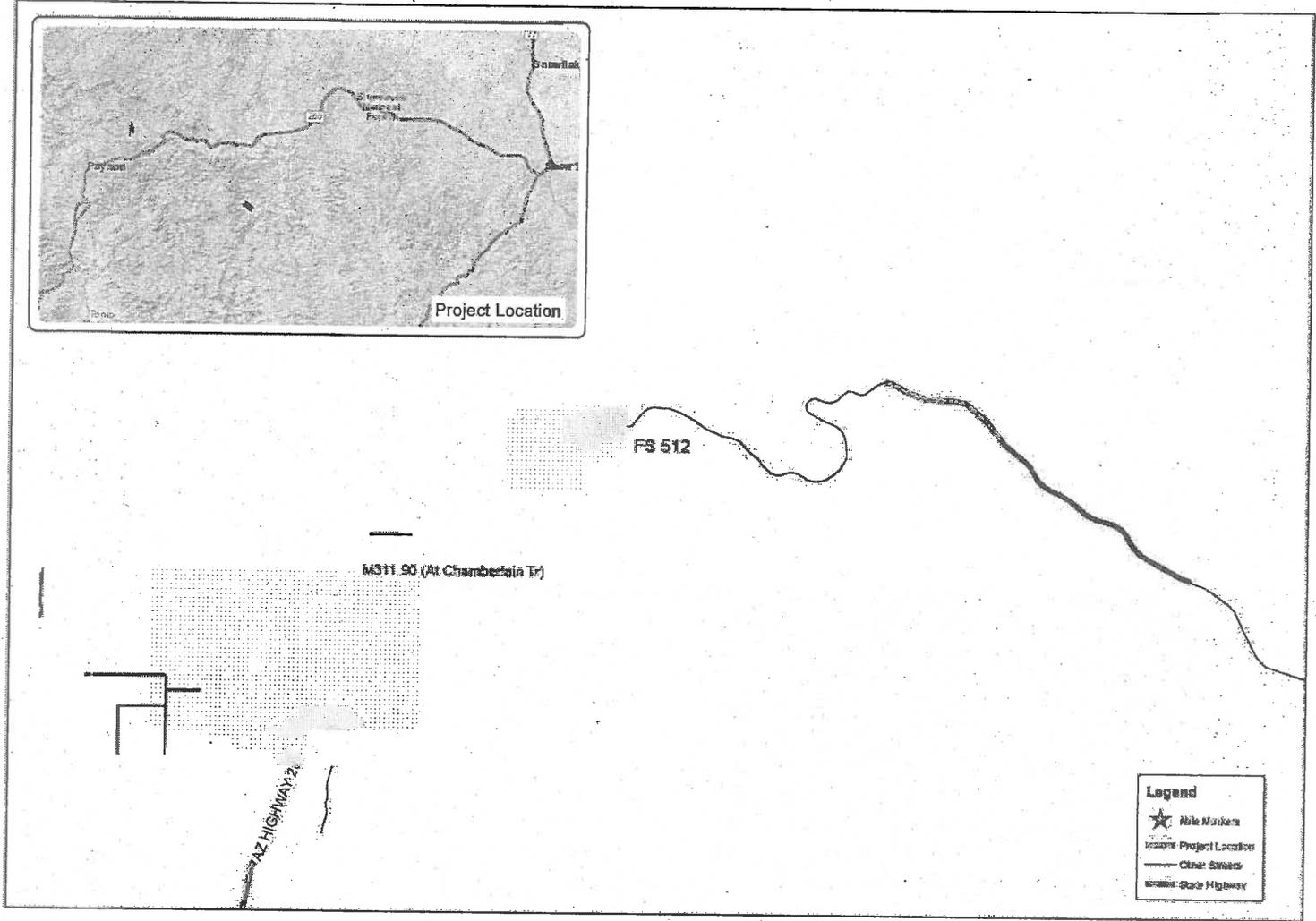
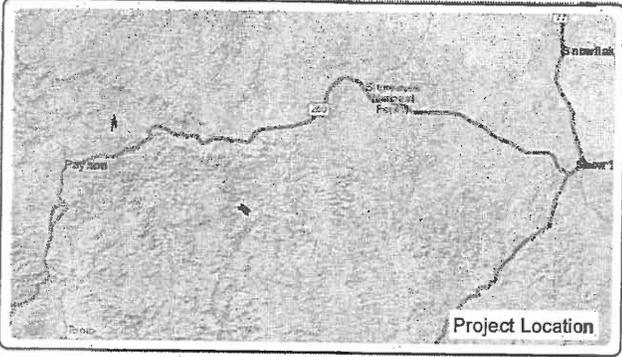
DETAIL NO. 201	 MUNICIPAL ASSOCIATION OF GOVERNMENTS	STANDARD DETAIL ENGLISH	ASPHALT PAVEMENT EDGE DETAILS	DATE 01-01-2014	DETAIL NO. 201
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APPENDIX B

(PATCHING LOCATIONS)

APPENDIX C

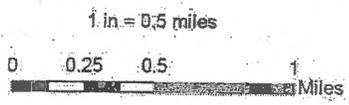
(PATCHING LOCATION MAPS)

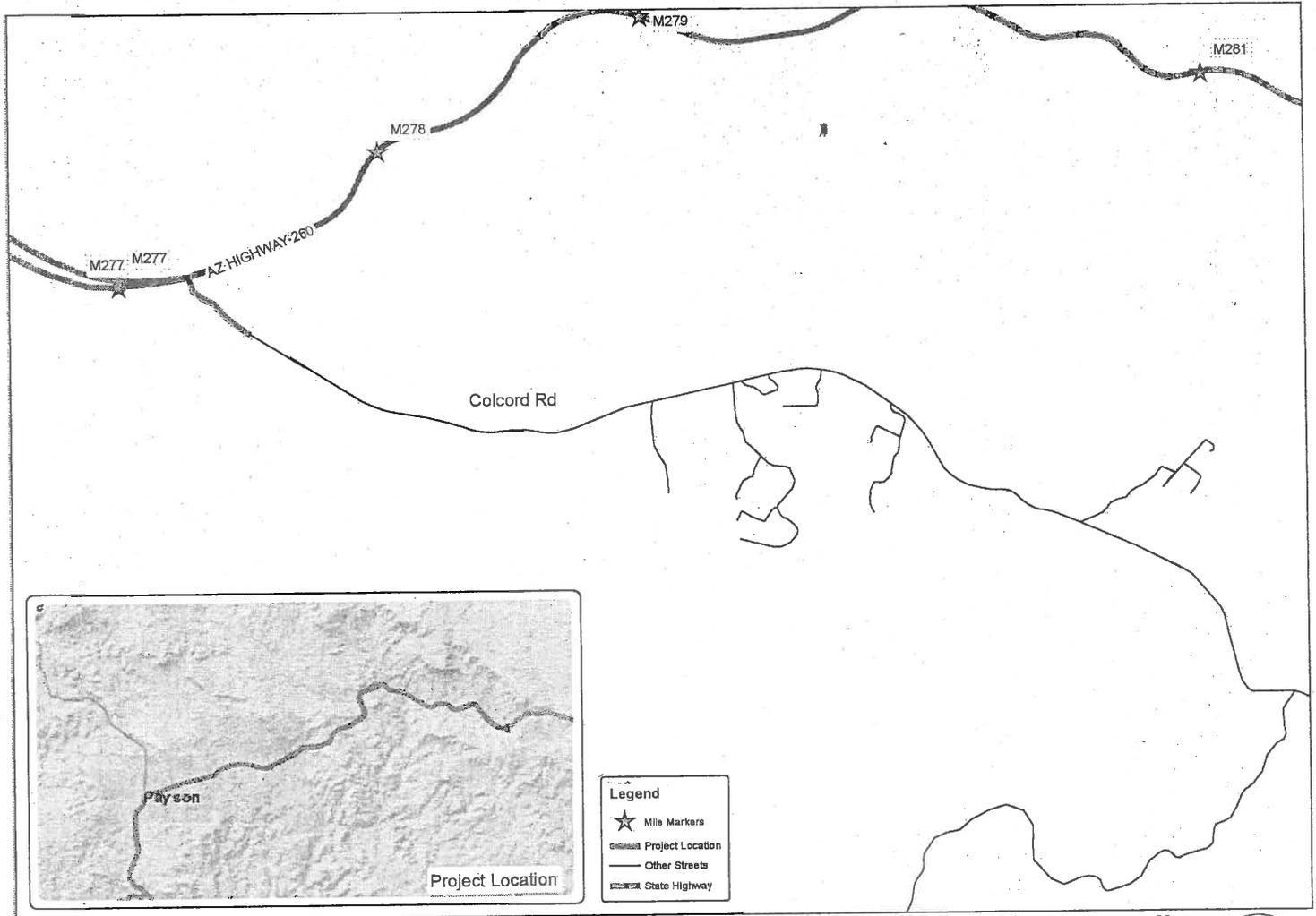


Legend

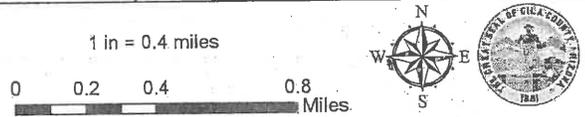
- ★ Mile Markers
- ▭ Project Location
- Other Roads
- State Highway

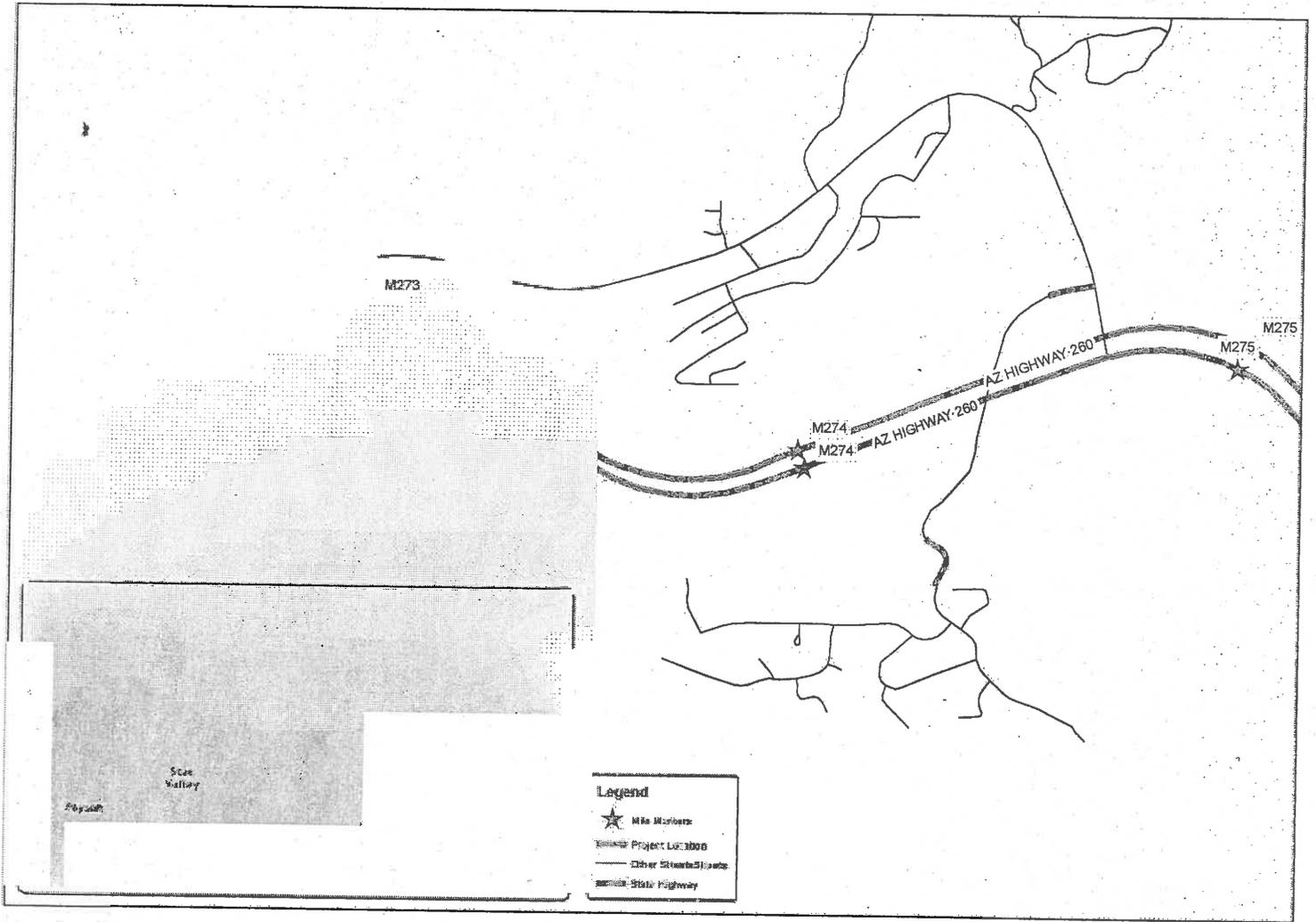
FS 512 - Bottom





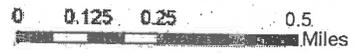
Colcord Rd





Hunter Creek Dr

1 in = 0.25 miles





GILA COUNTY
TIMBER REGION ASPHALT PATCHING PROJECT
INVITATION FOR BID NO. 031416

ADDENDUM #1:
DATE: 05/12/2016

CLARIFICATIONS:

- QUESTION:** Page 3 (under Item #1) lists that contractor must submit the Contract, Performance and Material, Bon, Performance Warranty, and IRS W-9 form with our bid. Typically these are submitted by the contractor who is entering into the contract, does the county want these documents from all bidders?

ANSWER: Performance bond and Labor and Materials bond are not due with the bids.
- QUESTION:** What is the anticipated NTP date for this project?

ANSWER: Anticipated NTP date will likely be either July 11 or 18, 2016. The County would have to discuss any changes to these anticipated dates with the winning bidder. Prospective bidders should assume these dates as most probable for the NTP.
- QUESTION:** If contractor mills the larger patches, is there any location near the project that the county would like the millings taken to?

ANSWER: Gila County does not want the millings. The Contractor shall be responsible for the disposal of the asphalt that is to be removed.
- QUESTION:** Will the county accept MAG spec ABC and AC for materials?

ANSWER: Contractor's shall assume adherence to ADOT specifications for ABC and AC as required.

This concludes Addendum No. 1 to Invitation for Bid No. 031416

INVITATION FOR BID NO. 031416
ADDENDUM #1

PRE-BID AWARD REVIEW FORM

Bid Title: Timber Region Asphalt Patching Review

Bid Number: 031416 **Opening Date:** 05-18-16/4:00 P.M.

Bid Reviewer Name: Betty Hurst

Bidder Name: InterMountain West Civil Constructors, Inc.

BID DOCUMENT FORMS: (All required documents are present and complete.)

Pages 73-75	<u>Proposal</u>	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
	Form Attached	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Information Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Form Signed	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Original Signature	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Seal Affixed	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Comments:		

1. Contrator signed as a firm or partnership...no seal required.

Pages 76-77	<u>Bidding Schedule</u>	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
	Form Attached	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	If Lump Sum, is \$ Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	If Line Item, is \$ Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Line Item totals verified	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Comments:		

Surety (Bid) Bond

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Notarized	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Seals Affixed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signatures	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Copy of Bidder Bond Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Is Bond for 10%	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments: _____

Qualification and Certification Form

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
E-Mod Rate Complete	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Contractor License Complete	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
AZROC Verified	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

E-Mod Rating 1.36
 Contractor License No. ROC Class A-ROC 194358 Class KB-01

Comments:
 1. Contractor has no open, disciplined, or settled cases against license.

Reference List

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Required References Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Page 82

No Collusion in Bidding Contract

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Notarized	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Page 83

Intentions Concerning Subcontracting

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Box Checked	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

1. Contractor does not intend to subcontract a portion of the work.

Pg. 84

Checklist & Addenda Acknowledgement

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Addenda Acknowledged	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Pages 85-91

Contract

Applicable

Non-Applicable

Contract Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Contract Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Page 100

Performance Bond

Applicable

Non-Applicable

Form Attached	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Form Notarized	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Seals Affixed	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Original Signatures	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Comments:

To be submitted only if awarded contract.

Page 101

Labor and Materials Bond

Applicable

Non-Applicable

Form Attached	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Form Notarized	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Seals Affixed	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Original Signatures	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Comments:

To be submitted only if awarded contract.

Pages 94

Warranty

Applicable

Non-Applicable

Warranty Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Warranty Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Other Comments

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS
TIMBER REGION ASPHALT PATCHING PROJECT
BID CALL 031416**

**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. 031416**

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, May 18, 2016** for the **Timber Region Asphalt Patching Project, GILA COUNTY, ARIZONA, BID NO. 031416** in strict accordance with the rules and regulations of Board approved Policies BOS-FIN-002, BOS-FIN-003 and the Gila County Procurement Group Statement of Operating Procedures. **No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.**

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "**TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, BID CALL NO. 031416**". 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 the Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the Contracts Administrator's office.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject 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: **April 27, 2016 and May 04, 2016**

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

Date: ____/____/____

Signed: _____
**Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney**

Date: ____/____/____

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the entire bid packet, in triplicate, and the following forms, **all with original signatures**, must accompany the bidders proposal:
 - Bid Proposal (pages 73 to 75)
 - Price Sheet (pages 76 to 77)
 - Surety (Bid) Bond (page 78)
 - Qualification & Certification Form (pages 79 to 80)
 - Reference List (pages 81)
 - Affidavit of Non-Collusion (page 82)
 - Subcontracting Certification (page 83)
 - Check List & Addenda Acknowledgment (page 84)
 - Contract (pages 85-91)
 - Contract Performance Bond (page 92)
 - Labor and Materials Bond (page 93)
 - Contract Performance Warranty (page 94)
 - 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. 031416 – TIMBER REGION ASPHALT PATCHING PROJECT**", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Wednesday, May 18, 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, May 18, 2016. Bids will be opened at 4:00 P.M., Wednesday, May 18, 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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Notification to Bidders continued...

5. **Arizona Contractor's License** - Prior to submission of bids, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.

6. **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.

7. **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 Wednesday, May 11, 2016. A response will be issued to all plan holders no later than 3:00 P.M., AZ time, on Friday, May 13, 2016.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

SPECIAL PROVISIONS

FOR

TIMBER REGION ASPHALT PATCHING PROJECT

The proposed work is located in the northern part of Gila County. The work consists of removing existing asphalt and aggregate base material and replacing the removed section with a new 2.5 inch asphalt concrete section on top of a 4 inch aggregate base course at various locations on each of the following roads: Forest Service Road No. 512 (Cherry Creek Hill Area), Hunter Creek Drive and Colcord Road (see **APPENDIX B & C**). The total estimated quantity of area to be repaired is 3,057 square yards.

SPECIFICATIONS:

Reference is made to 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 and current revisions.

Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, 2015 Edition.

Wherever reference in the above cited Standard Specifications is made to ADOT it shall refer to Owner as defined in Section 101-02 herein these Special Provisions.

In the event of any conflict between these Special Provisions and the Standard Specifications, these Special Provisions shall prevail.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

GENERAL REQUIREMENTS:

FIRE PREVENTION

If during the project, fire restrictions are implemented the contractor shall be responsible for compliance with Tonto National Forest and Gila County fire prevention measures.

CONTRACT TIME

Contractor shall complete all project work within thirty (30) calendar days from the commencement date as specified on the Notice to Proceed from the County.

Asphalt Edge Treatment

Where new pavement matches existing pavement at the patching location specified as Hunter Creek - A (see **APPENDIX B**) only, the Contractor shall install an asphalt edge per MAG Standard Detail No. 201, Type A (see **APPENDIX A**). Said asphalt edge shall be installed at the beginning and end of the patch and only in the direction of travel, rather than in the shoulder as shown on the detail. There will be no separate measurement or direct payment for this work. The cost being considered as included in the total cost of the contract.

Construction Water

The Contractor shall obtain an adequate water supply and furnish all construction water for the work specified herein. There will be no separate measurement or direct payment for obtaining, furnishing and applying construction water. The cost being considered as included in the total cost of the contract.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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

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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.

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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.

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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.

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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.

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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*.

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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

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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.

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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 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.

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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.

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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.

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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.

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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.

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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.

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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 and 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.

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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

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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.

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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"**.

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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.

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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 and contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **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.

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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.

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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.

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(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 or 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.

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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.

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(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.

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- (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 or 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.

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(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 or 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.

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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.

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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.

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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, price sheet, 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

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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 LIMITATION OF OPERATIONS:

The Contractor shall conduct the work at all times in such a manner and in such sequence as will insure the least interference with traffic and the safety of the public and the protection of the workmen. It shall have due regard to the location of detours and to the provisions for handling traffic. It shall not open up work to the prejudice or detriment of work already started. The Engineer may require the contractor to finish a section of work which is in progress before work is started on any additional sections if the opening of such section is essential to public convenience.

Except as required to protect work already accomplished, to provide dust control and for work of a similar nature, no work on Sundays or holidays will be permitted unless written permission is obtained from the Engineer. The contractor shall advise the Engineer at least 24 hours in advance if the contractor elects to work on any Saturday, Sunday or holiday.

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In general, all work shall be performed during daylight hours. If the contractor elects to perform work at night or if the contractor is required to do so in the Special Provisions, the contractor shall furnish, erect and maintain an amount of artificial lighting sufficient for the construction, flagging, inspection, etc. and for the safety of the workers and the traveling public. No night work shall be performed until the Engineer is satisfied that an adequate amount of artificial light has been furnished and placed properly.

108-06 CHARACTER OF WORKERS: Per Section 108.06 of the ADOT Standard Specifications unless modified herein.

108-07 METHODS AND EQUIPMENT: Per Section 108.07 of the ADOT Standard Specifications unless modified herein.

108-GC1 TEMPORARY SUSPENSION OF THE WORK:

The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner's Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

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Section 108-Prosecution and Progress continued...

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

108-08 DETERMINATION AND EXTENSION OF CONTRACT TIME:

The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

- (a) CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK (104-02(C)).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 105-20(B).
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

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Section 108-Prosecution and Progress continued...

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 102-06.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

- (b) CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

- (c) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner's Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner's Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

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108-09 FAILURE TO COMPLETE ON TIME:

For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 108-08 the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

108-10 DEFAULT AND TERMINATION OF CONTRACT:

The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (108-02)"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner's Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

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Section 108-Prosecution and Progress continued...

If the Contractor or surety, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner's Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

108-GC2 TERMINATION OF CONTRACT FOR NATIONAL EMERGENCIES:

The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner's Engineer.

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Section 108-Prosecution and Progress continued...

Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

SECTION 109 MEASUREMENT AND PAYMENT:

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.
- F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
- G. Obtaining and maintaining any required environmental and or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Owner's Engineer shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

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Section 109-Measurement and Payment continued...

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

109-01 MEASUREMENT OF QUANTITIES: Per Section 109.01 of the ADOT Standard Specifications unless modified herein.

109-02 SCOPE OF PAYMENT:

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 107-17.

When the "basis of payment" subsection of a specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

109-03 COMPENSATION FOR ALTERED QUANTITIES:

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

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Section 109-Measurement and Payment continued...

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.

- (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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 109-Measurement and Payment continued...

- (g) **Statements.** No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
 - (3) Quantities of material, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 109-Measurement and Payment continued...

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

109-06 THRU 109-08 BLANK

109-09 ACCEPTANCE AND FINAL PAYMENT:

When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 105-20(B), the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 105-21.

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 105-21 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

202-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for the removal of structures and obstructions.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 202-Removal of Structures and Obstructions continued...

202-5 Basis of Payment: : of the Standard Specifications is revised to read:
Payment for the removal of structures and obstructions shall be considered as included in the total contract cost.

Full compensation for any saw cutting necessary to perform the construction operations specified herein shall be considered as included in the total contract cost.

SECTION 205 GRADING ROADWAY FOR PAVEMENT:

Grading roadway for pavement shall be in accordance with Section 205 of the ADOT Standard Specifications unless modified herein.

205-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for grading roadway for pavement.

205-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for grading roadway for pavement shall be considered as included in the total contract cost.

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

See **APPENDIX B** for aggregate base course placement locations

303-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for aggregate base course.

303-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for aggregate base course shall be considered as included in the total contract cost.

SECTION 404 BITUMINOUS TREATMENTS:

Bituminous Treatments shall be in accordance with Section 404 of the ADOT Standard Specifications unless modified herein.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

Section 404-Bituminous Treatments continued...

404-3.12 Tack Coat: of the Standard Specifications is revised to read:

Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between layers of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The bituminous material used for tack coat shall conform to the requirements of Section 1005.

The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Type of 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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 404-Bituminous Treatments continued...

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete (asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

404-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for bituminous treatments.

404-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for bituminous treatments shall be considered as included in the total contract cost.

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):

Asphaltic Concrete Pavement shall be in accordance with Section 409 of the ADOT Standard Specifications except as modified herein.

409-1 Description: of the Standard Specifications is revised to read:
The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the 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.

See **APPENDIX B** for asphalt concrete placement locations.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be **PG 64-22**.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

409-2.03 Mineral Admixture: the last paragraph of the Standard Specifications is revised to read:

The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

409-2.04 Mix Design: the third and fourth paragraphs of the Standard Specifications are revised to read:

The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

The mix design shall be prepared by a mix design laboratory that has met the requirements of the Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories".

The contractor may propose the use of a mix design that has been developed for a previous project. The proposed mix design shall meet the requirements of these specifications. The contractor shall provide evidence that the type and source of bituminous material, the type of mineral admixture, and the source and methods of producing mineral aggregate have not changed since the formulation of the previous mix design. The contractor shall also provide current test results for all specified characteristics of the mineral aggregate proposed for use. The Engineer will determine if the previously used mix design is suitable for the intended use and if the previous use of the mix design was satisfactory to the Department. The Engineer will either approve or disapprove the proposed mix design. Should the Engineer disapprove the use of the previously used mix design, the contractor shall prepare and submit a new mix design proposal in accordance with the requirements of these specifications.

A previously used mix design older than two years from the date it was formulated, sealed, signed, and dated shall not be allowed for use. Once approved for use on a project, a previously used mix design may be used for the duration of that project.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

409-2.04 Mix Design: the last two paragraphs of the Standard Specifications are revised to read:

The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Criteria	Requirement	Arizona Test Method
1. Voids in Mineral Aggregate: %, Range	14.5 – 18.5	815
2. Effective Voids: %, Range	5.3 – 5.7	815
3. Absorbed Asphalt: %, Range	0 – 1.0	815

The Engineer reserves the right to adjust the asphalt content during production from the mix design value without additional compensation to the contractor in order to obtain desirable effective voids.

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read:

Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

409-3.01 General: the ninth, tenth, eleventh, and twelfth paragraphs of the Standard Specifications are revised to read:

All wheels and tires of compactors and other equipment surfaces shall be treated when necessary with a release agent approved by the Engineer in order to prevent the sticking of asphaltic concrete. Release agents which degrade, dissolve, or in any way damage the bituminous material shall not be used. Diesel fuel shall not be used as a release agent.

Asphaltic concrete immediately behind the laydown machine shall be in a thoroughly mixed, free-flowing, and workable condition, be free of lumps and crusts, and have a minimum temperature of 275 degrees F.

All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Engineer deems the use of self-propelled paving machines impractical.

The speed of the paving machine shall be coordinated with the production of the plant and an adequate number of trucks for hauling asphaltic concrete shall be available in order to achieve, as far as practical, a continuous operation.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

Self-propelled paving machines shall spread the mixture within the specified tolerances, without segregation or tearing, true to the line, grade, and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers which will distribute the mixture uniformly in front of adjustable screeds.

409-3.01 General: the seventeenth paragraph of the Standard Specifications is revised to read:

Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

409-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for asphaltic concrete (miscellaneous structural).

409-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for the accepted quantities of asphaltic concrete, complete in place, shall be considered as included in the total contract cost.

No direct payment will be made for the bituminous material and mineral admixture in the asphaltic concrete, or the bituminous material for the tack coat and application of the tack coat, the price being considered as included in the total contract cost.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement shall be made for Maintenance and Protection of Traffic.

701-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for all work necessary to provide Maintenance and Protection of Traffic shall be considered as included in the total contract cost.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT



***Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.***

CONTRACT FORMS

Proposal	P-1 to P-3
Price Sheet	PS-1 to PS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 031416 Timber Region Asphalt Patching Project, Gila County, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

InterMountain West 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 Price Sheet, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Price Sheet.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: 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: 05/18/16

President: Michelle Randall Michelle Randall

Secretary: Kyle Reese Randall Kyle Reese Randall

Treasurer: Chance Randall Chance Randall

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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:** _____

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

PRICE SHEET (PS-1 to PS-2)

TIMBER REGION ASPHALT PATCHING PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: InterMountain West Civil Constructors, Inc.

TOTAL CONTRACT PRICE, for the sum of \$ 169,816.35

WRITTEN TOTAL CONTRACT PRICE

One hundred sixty nine thousand eight hundred sixteen Dollars
and thirty-five Cents.

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

PRICE SHEET (PS-1)

TIMBER REGION ASPHALT PATCHING PROJECT Bid 031416				
Quantity	Unit	Description	Unit Price	Extension
3,057	SQ. YD.	Asphaltic Concrete Patch	\$ <u>55.55</u>	\$ <u>169,816.35</u>
			<i>one hundred sixty nine thousand</i>	
TOTAL BID IN WORDS \$			<i>eight hundred sixteen and thirty five cents</i>	
<p>*Price to include all applicable taxes and required fees. No tax shall be levied against labor. Payment will be made based on actual quantities.</p>				



Class KB-01 - ROC194358
Class A - ROC145649

www.imwcc.net

Proposal

INTERMOUNTAIN WEST CIVIL CONTRACTORS

Job Code: 2235 - Timber Region AC Patching

Description: Various Location AC Patching

Addendums:

DBE Goal:

Wage Rate:

Proposal						
Pay Item No.	Description	Quantity	Unit of Measure	Unit Price	Total Price	
	Subtotal Description					
1	Asphaltic Concrete Patch 2"AC on 4"ABC	3,057.00	SY	55.55	169,816.35	
				Subtotal:	169,816.35	
					GRAND TOTAL:	169,816.35

Proposal Certification

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. 031416, TIMBER REGION ASPHALT PATCHING PROJECT

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals: May 18, 2016

Principal InterMountain West Civil Constructors, Inc. Surety Employers Mutual Casualty Company

By Michele Randall

Title President

Melanie Ankeney
By Attorney-in-Fact Melanie Ankeney

1819 E. Morten, Suite 220
Phoenix, AZ 85020

Address, Attorney-in-Fact

Subscribed and sworn to before me
this 18th day of May, 2016

My commission expires: 4-5-2017

Jennifer Castillo
Notary Public
JENNIFER CASTILLO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Exp.: April 5, 2017



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 ANKENY

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.

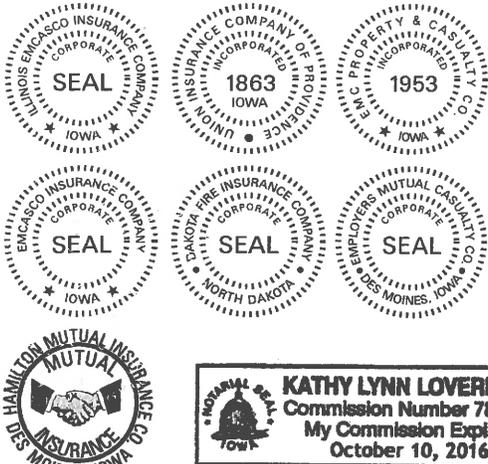
AUTHORITY FOR POWER OF ATTORNEY

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



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 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 ANKENY

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 18th day of May, 2016.

[Signature]
Vice President

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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 031416-TIMBER REGION ASPHALT PATCHING PROJECT

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
Inter Mountain West Civil Constructors, Inc.
564 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 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
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

- 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. *Please see attached letter.*

7. **Current Arizona Contractor License Number:** ROC 145649 Class A
ROC 194358 Class KB-01

Michelle Randall
Signature of Authorized Representative

Michelle Randall
Printed Name

President
Title



05/18/2016

Brief History of InterMountain West Civil Constructors, Inc.

InterMountain West Civil Constructors, Inc. has been in Arizona since 1994. Since our incorporation, we have grown into a successful commercial and heavy civil construction company. InterMountain West Civil Constructors, Inc. holds A General Engineering AZ ROC License No. 145649 and KB-1 AZ ROC License No. 194358. InterMountain West Civil Constructors, Inc. is a general contractor that specializes in the following scopes of work: grading, asphalt paving, underground utilities, and commercial/residential building construction.

Michelle Randall

Signature of Authorized Representative

Michelle Randall

Printed Name

President

Title



April 5, 2016

To whom it may concern,

I am a third party company that handles the safety, risk management and loss control for LeBaron and Carroll's clients. I have over 23 years of experience in the insurance industry and 10 years of experience in safety. Many of the clients I work with are in the construction industry. I have also been personally involved with the safety of Intermountain West Civil Constructors. They have directly contracted my company to help them above and beyond what services LeBaron and Carroll provided.

I am writing this letter to address the current experience modifier (EMOD) that has been assigned to Intermountain West Civil Constructors. As I have reviewed the workers' compensation claims that are impacting their EMOD I have identified three factors none of which are a reflection of Intermountain West Civil Constructors' safety program. These factors are:

- 1) Single claim with high payout
- 2) Payroll
- 3) Changes in NCCI split point.

Single Claim with high payout:

In July of 2012 an employee experienced an injury. There was strong evidence to believe the injury did not occur at work, however, the worker's comp carrier decided to pay the claim. That decision cost the insured a 0.53 increase in the company EMOD. The employee is no longer with the company.

Payroll: Intermountain West Civil Constructors operates with small group of quality employees. As a result, Intermountain West Civil Constructors payroll and corresponding insurance premium do not offer much to offset claims. This means that it does not take much to throw the EMOD off track. This phenomenon is not a reflection of the effectiveness of a safety program but more of an issue with how the EMOD is calculated.

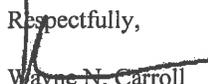
Changes in NCCI split point have elevated EMODs. I have worked with many clients who have had no current incidents experience increase in their EMOD solely caused by the NCCI's raising the split point which they apply retroactively. This issue is never more pronounced than with someone like Intermountain West Civil Constructors. With no claims over the last two years the company still has experienced challenges as a result of NCCI's scheduled split point increase.

Finally, I would like to address Intermountain West Civil Constructors' safety program. I was part of their Safety Committee when they put their Injury and Illness Prevention Program (IIPP) together. I have also provided competent person training for their supervisors. We have conducted jobsite inspection for them to help support their program. They have designated one for their employees as the safety lead – we work with him on a regular basis. We work with him to help pick weekly training topics and support him with any questions he might have.

As a result of the safety efforts of Intermountain West Civil Constructors, there have been no claims in the last three years and when the oldest year drops off, in April of 2017 according to our analysis the EMOD for the company will be around 0.83. That is what I consider a successful safety program.

If you need more details, have questions for me or need additional information please let me know.

Respectfully,


Wayne N. Carroll
President Insure Compliance
OSHA Authorized Instructor for Construction.
480-331-7630 - wayne@insurecompliance.net

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**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:** Ames Construction
Contact: Chris Kane
Phone: 602-431-2111
Address: 8333 E Hartford Drive Scottsdale, AZ 85255

2. **Company:** Arizona Department of Transportation
Contact: Jennifer Rodenbaugh
Phone: 928-681-6036
Address: 3664 E. Andy Devine Ave. Kingman, AZ 86401

3. **Company:** Rummel Construction, Inc.
Contact: Carlos Gonzalez
Phone: 480-222-9922
Address: 7520 E. Adobe Drive Scottsdale, AZ 85255

4. **Company:** City of Phoenix
Contact: Kandi Kawolsky
Phone: 602-534-8352
Address: 251 West Washington, 7th Floor Phoenix, AZ 85003

InterMountain West Civil Constructors, Inc.
Name of Business

Michelle Randall
Signature of Authorized Representative

President
Title

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

**AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
COUNTY OF: Maricopa)ss

Michelle Randall

(Name of Individual)

being first duly sworn, deposes and says:

That she is Shr President

of Inter Mountain West Civil Constructors, Inc. and
(Title)
(Name of Business)

That he is properly prequalified by Gila County for bidding on BID NO. 031416, TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said Inter Mountain 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.

Inter Mountain West Civil Constructors, Inc.

Name of Business

Michelle Randall

By

President

Title

Subscribed and sworn to before me this 18th day of May, 2016.

Megan T. McKenzie
Notary Public

My Commission expires: November 24, 2017



**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of **Invitation for Bid No. 031416, TIMBER REGION ASPHALT PATCHING PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

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

- Yes it is my intention to subcontract a portion of the work.
- No it is not my intention to subcontract a portion of the work.

InterMountain West Civil Constructors, Inc.

Name of Business

Michelle Randall

Signature of Authorized Representative

President

Title

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

BIDDERS CHECKLIST (CK-1)

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and executed and submitted with this bid. If bidder fails to complete and execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
Proposal	<u>MR</u>
Price Sheet	<u>MR</u>
Surety (Bid) Bond	<u>MR</u>
Qualification & Certification Form	<u>MR</u>
Reference List	<u>MR</u>
Affidavit of Non-Collusion	<u>MR</u>
Subcontractor Certification	<u>MR</u>
Contract	<u>MR</u>
Bidders Checklist & Addenda Acknowledgment	<u>MR</u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials and Date	<u>MR</u> <u>05/18/16</u>	_____	_____	_____	_____

Signed and dated this 18th day of May, 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: TIMBER REGION ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 031416.** All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before **Wednesday, May 18, 2016.**



**GILA COUNTY
TIMBER REGION ASPHALT PATCHING PROJECT
INVITATION FOR BID NO. 031416**

**ADDENDUM #1:
DATE: 05/12/2016**

CLARIFICATIONS:

1. **QUESTION:** Page 3 (under Item #1) lists that contractor must submit the Contract, Performance and Material, Bon, Performance Warranty, and IRS W-9 form with our bid. Typically these are submitted by the contractor who is entering into the contract, does the county want these documents from all bidders?
ANSWER: Performance bond and Labor and Materials bond are not due with the bids.
2. **QUESTION:** What is the anticipated NTP date for this project?
ANSWER: Anticipated NTP date will likely be either July 11 or 18, 2016. The County would have to discuss any changes to these anticipated dates with the winning bidder. Prospective bidders should assume these dates as most probable for the NTP.
3. **QUESTION:** If contractor mills the larger patches, is there any location near the project that the county would like the millings taken to?
ANSWER: Gila County does not want the millings. The Contractor shall be responsible for the disposal of the asphalt that is to be removed.
4. **QUESTION:** Will the county accept MAG spec ABC and AC for materials?
ANSWER: Contractor's shall assume adherence to ADOT specifications for ABC and AC as required.

This concludes Addendum No. 1 to Invitation for Bid No. 031416

INVITATION FOR BID NO. 031416
ADDENDUM #1

Michelle Randolph

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

GILA COUNTY
CONTRACT NO. 031416 (C-1 TO C-7)

THIS AGREEMENT, made and entered into this 18th day of May, 2016, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **OWNER**, and InterMountain West of the City of Mesa, County of Maricopa, State of Arizona, party of the second part, hereinafter designated the **CONTRACTOR**. Civil Constructors, Inc.

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. 031416, TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 031416 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Special Provisions", "Proposal", "Price Sheet", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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 |

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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 and contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **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 commencement date on the Notice To Proceed**, and shall be completed within the following limits:

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **30 Calendar Days of the commencement date as specified on the Notice To Proceed.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

<u>WORK ITEM</u>	<u>DAILY CHARGE PER CALENDAR DAY</u>
All work not complete within the above specified time after start of work.	\$350.00

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. §38-511** and **GENERAL PROVISION 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before **thirty (30) days** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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."

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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 copies of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$169,816.35 **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for:

**TIMBER REGION ASPHALT PATCHING PROJECT
CONTRACT NO. 031416**

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Michelle Randall

Contractor Signature

Michelle Randall

Print Name

ATTEST:

Witness (If Contractor is Individual)

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil 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: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

STATUTORY LABOR AND MATERIALS BOND (LMB-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: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

Principal Seal

Surety Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

APPENDIX A

(REFERENCED STANDARD DETAILS)

APPENDIX B

(PATCHING LOCATIONS)

APPENDIX B

TIMBER REGION ASPHALT PATCHING LOCATIONS

<u>LOCATION</u>	<u>LENGTH</u> <u>(FT)</u>	<u>WIDTH</u> <u>(FT)</u>	<u>AREA</u> <u>(SQ YD)</u>
COLCORD RD - A	36	10	40.00
COLCORD RD - B	171	30	570.00
COLCORD RD - C	30	6	20.00
FS512 RD - A	25	15	41.67
FS512 RD - B	12	15	20.00
FS512 RD - C	18	9	18.00
FS512 RD - D	31	10	34.44
FS512 RD - E	25	9	25.00
FS512 RD - F	18	9	18.00
FS512 RD - G	18	8	16.00
FS512 RD - H	20	12	26.67
FS512 RD - I	45	9	45.00
FS512 RD - J	33	12	44.00
FS512 RD - K	85	11	103.89
HUNTER CRK - A	640	24	1,706.67
HUNTER CRK - B	30	15	<u>50.00</u>
	SUBTOTAL		2,779.33
	10% OF TOTAL		277.93
	TOTAL		3,057.27

APPENDIX C

(PATCHING LOCATION MAPS)

PRE-BID AWARD REVIEW FORM

Bid Title: Timber Region Asphalt Patching Review

Bid Number: 031416 **Opening Date:** 05-18-16/4:00 P.M.

Bid Reviewer Name: Betty Hurst

Bidder Name: Magnum Civil Constructors, Inc.

BID DOCUMENT FORMS: (All required documents are present and complete.)

Pages 73-74	<u>Proposal</u>	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
	Form Attached	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Information Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Form Signed	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Original Signature	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Seal Affixed	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Comments:		

Pages 76-77	<u>Bidding Schedule</u>	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
	Form Attached	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	If Lump Sum, is \$ Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	If Line Item, is \$ Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Line Item totals verified	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Comments:		

Surety (Bid) Bond

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Notarized	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Seals Affixed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signatures	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Copy of Bidder Bond Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Is Bond for 10%	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments: _____

Qualification and Certification Form

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
E-Mod Rate Complete	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Contractor License Complete	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
AZROC Verified	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

E-Mod Rating 0.75
 Contractor License No. 290-160

Comments:
 1. Contractor has no open, disciplined, or settled cases against license.

Reference List

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Required References Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Page 82

No Collusion in Bidding Contract

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Notarized	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Page 83

Intentions Concerning Subcontracting

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Box Checked	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

1. Contractor does intend to subcontract a portion of the work.

Pg. 84

Checklist & Addenda Acknowledgement

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Addenda Acknowledged	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Pages 85-91

Contract

Applicable

Non-Applicable

Contract Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Contract Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Page 100

Performance Bond

Applicable

Non-Applicable

Form Attached

Yes

No

Form Notarized

Yes

No

Seals Affixed

Yes

No

Original Signatures

Yes

No

Comments:

To be submitted only if awarded contract.

Page 101

Labor and Materials Bond

Applicable

Non-Applicable

Form Attached

Yes

No

Form Notarized

Yes

No

Seals Affixed

Yes

No

Original Signatures

Yes

No

Comments:

To be submitted only if awarded contract.

Pages 94

Warranty

Applicable

Non-Applicable

Warranty Attached

Yes

No

Warranty Signed

Yes

No

Original Signature

Yes

No

Comments:

Other Comments

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 031416 Timber Region Asphalt Patching Project, Gila County, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Mangum Civil Constructors, Inc

1075 E Salter Dr

Phoenix, Az. 85024

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Price Sheet, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Price Sheet.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: Mangum Civil Constructors, Inc

Corporate Address: 14893 Castle Valley Dr. Bluffdale, Ut. 84065

Incorporated under the laws of the State of : Utah

By (Signature):  **Date:** 5/16/16

President: Mike Mangum

Secretary: Jeffery Luke Plante

Treasurer: Richard Wesley Coers

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

PRICE SHEET (PS-1 to PS-2)

**TIMBER REGION ASPHALT PATCHING PROJECT
GILA COUNTY, ARIZONA**

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: Mangum Civil Constructors, Inc

TOTAL CONTRACT PRICE, for the sum of \$ 175,777.50

WRITTEN TOTAL CONTRACT PRICE

One hundred seventy-five thousand seven hundred seventy-seven **Dollars**

and fifty **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

PRICE SHEET (PS-1)

TIMBER REGION ASPHALT PATCHING PROJECT Bid 031416
--

Quantity	Unit	Description	Unit Price	Extension
3,057	SQ. YD.	Asphaltic Concrete Patch	\$ <u>57.50</u>	\$ <u>175,777.50</u>
One hundred seventy-five thousand seven				
TOTAL BID IN WORDS \$ <u>hundred seventy-seven dollars and fifty cents</u>				

*Price to include all applicable taxes and required fees.

No tax shall be levied against labor. Payment will be made based on actual quantities.



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

W. Douglas Snow, Adam Snow, Jace D. Pearson, Vicki Sorensen, Brady Thorn
Beehive Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED 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, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 18th day of May, 2016

Randall Musselman, Secretary

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 Mangum Civil Constructors Inc,

as Principal, hereinafter called the Principal, and The Guarantee Company of North America USA,

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

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. 031416, TIMBER REGION ASPHALT PATCHING PROJECT

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal Mangum Civil Constructors Inc

Surety The Guarantee Company of North America USA

By [Signature]

[Signature]
By Attorney-in-Fact Vicki Sorensen

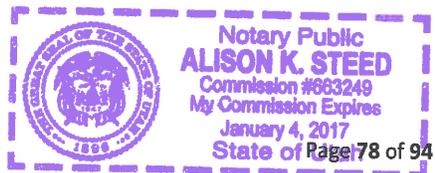
Title MANAGING PARTNER

Address, Attorney-in-Fact 302 W 5400 S Ste 101 Murray UT 84107

Subscribed and sworn to before me
this 18th day of May, 2016

My commission expires: January 4, 2017

Notary Public [Signature]



**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**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 031416-TIMBER REGION ASPHALT PATCHING PROJECT

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
Mangum Civil Constructors, Inc
1075 E Salter
Phoenix, Az. 85024

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 Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

- d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
 - e. List the specific qualifications the Contractor has in supplying the specified services.
 - f. Gila County reserves the right to request additional information.
6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** 0.75
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
7. **Current Arizona Contractor License Number:** 290-160



Signature of Authorized Representative

Jeffery Luke Plante
Printed Name

Managing Partner
Title

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**GILA COUNTY
REFERENCE LIST (RL-1)**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Wilson Construction, Inc
Contact: Max Ryden
Phone: 480-266-7074
Address: 1190 NW 3rd Ave, Canby, Or. 97013

2. **Company:** Diamond Resorts International
Contact: Vicki Nelson
Phone: 480-202-0883
Address: _____

3. **Company:** State Constructors, Inc
Contact: Buddy Randall
Phone: 928-978-0440
Address: 318 W Aero Dr. Payson, Az. 85541

4. **Company:** T&T Construction, Inc
Contact: Ben Siegert
Phone: 623-210-5283
Address: 12014 N Falcon Dr.

Mangum Civil Constructors, Inc

Name of Business



Signature of Authorized Representative

Managing Partner

Title

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

**AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

Jeffery Luke Plante

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

That he is Managing Partner

(Title)
of Mangum Civil Constructors, Inc and

(Name of Business)

That he is properly prequalified by Gila County for bidding on **BID NO. 031416, TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA** and,

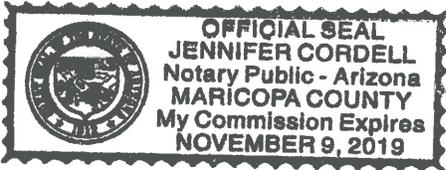
That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said cooperation

Mangum Civil Constructors, Inc

(Name of Business)

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



Mangum Civil Constructors, Inc

Name of Business

Jeffery Luke Plante 

By
Managing Partner

Title

Subscribed and sworn to before me this 16th day of May, 2016.

Jennifer Cordell

Notary Public

My Commission expires: November 9, 2019

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of **Invitation for Bid No. 031416, TIMBER REGION ASPHALT PATCHING PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

Mangum Civil Constructors, Inc

Name of Business



Signature of Authorized Representative

Managing Partner

Title

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

BIDDERS CHECKLIST (CK-1)

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and executed and submitted with this bid. If bidder fails to complete and execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST:

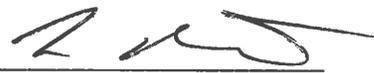
<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
Proposal	<u> X </u>
Price Sheet	<u> X </u>
Surety (Bid) Bond	<u> X </u>
Qualification & Certification Form	<u> X </u>
Reference List	<u> X </u>
Affidavit of Non-Collusion	<u> X </u>
Subcontractor Certification	<u> X </u>
Contract	<u> X </u>
Bidders Checklist & Addenda Acknowledgment	<u> X </u>

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this 18th day of May, 2016.

Mangum Civil Constructors, Inc
CONTRACTOR:

Jeffery Luke Plante
BY: 

Each proposal shall be sealed in an envelope addressed to Gila County Procurement Department and bearing the following statement on the outside of the envelope: **Proposal to Construct: TIMBER REGION ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 031416.** All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before **Wednesday, May 18, 2016.**

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**GILA COUNTY
CONTRACT NO. 031416 (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. 031416, TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 031416 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Special Provisions", "Proposal", "Price Sheet", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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 |

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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 and contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **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 commencement date on the Notice To Proceed**, and shall be completed within the following limits:

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **30 Calendar Days of the commencement date as specified on the Notice To Proceed.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

<u>WORK ITEM</u>	<u>DAILY CHARGE PER CALENDAR DAY</u>
All work not complete within the above specified time after start of work.	\$350.00

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. §38-511** and **GENERAL PROVISION 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before **thirty (30) days** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.”

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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 copies of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$ 175,777.50 **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for:

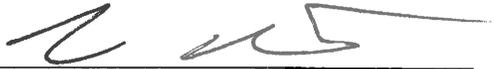
**TIMBER REGION ASPHALT PATCHING PROJECT
CONTRACT NO. 031416**

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors



Contractor Signature

Jeffery Luke Plante

Print Name

ATTEST:

Witness (If Contractor is Individual)

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil 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 Oblige) in the amount of (100% OF CONTRACT AMOUNT) _____ dollars (\$ 75,777.50), 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 Oblige for: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

**STATUTORY LABOR AND MATERIALS BOND (LMB-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 Oblige) 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: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 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, Jeffery Luke Plante, representing

Mangum Civil Constructors, Inc (company name)

do hereby warranty the work performed for the:

TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, 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.

Jeffery Luke Plante  5/16/16
(Officer, Partner, Owner) Date

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. Mangum 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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 14893 Castle Valley Dr	Requester's name and address (optional)
6 City, state, and ZIP code Bluffdale, Ut. 84065	
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 5 - 2 8 3 3 8 3 8	

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 ▶ 03/23/2016
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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.



Mangum Civil Constructors, Inc.

Company Profile & Summary



Average Total Employees: 38

Primary Line of Business: Construction Site Deployment & Development

Website: www.mangum-civil-constructors.com

Incorporated: 2011

Office Locations: Arizona & Utah

Current State Licensing: Arizona, Utah, New Mexico & California.

Project Performance Locations: Arizona, Utah, California, Colorado, Maine & Texas

LICENSING	
State	License # / Class
State of Arizona	License #: ROC290160 Class: A-1 – General Engineering License
State of New Mexico	License #: 373068 Class: GB-98 – General Building Contractor
State of Utah	License #: 6180242-5501 Class: S260 License #: 8794962-5551 Class: E100
State of California	License #: 956151 Class: A – General Engineering Contractor

Management Directory & Key Personnel:

- Luke Plante, Civil Division Manager, Partner
 - Christopher J. Cordell, Director of Operations, Partner
 - Wes Coers, Civil Division Manager, Partner
 - Terry McDermott, General Manager
 - Jennifer Cordell, Office Manager / Environmental Specialist
-

Business Profile:

The Mangum Group offers a full range of construction and technical services in the general and wireless construction industry (Government & Private Sectors) and are an "In-House" builder with our own civil, tower, DC and fiber crews. Mangum offers a full turnkey solution for all of your installation needs. The Mangum Group is a financially stable firm, with experienced and qualified personnel in all aspects of our services. We take pride in our workmanship and it is our goal on every job to offer our clients a clean, top quality finished product, completed on time and in a safe manner. We also work closely with the customer and project engineers in order to provide the most cost effective method of construction.

The Mangum team is also uniquely qualified for remote access construction. We have extensive experience working on extremely challenging mountain tops from California to Maine. Mangum owns and operate specialized equipment geared for the challenges remote site construction presents. We have capability's to drill and install rock anchors, a mobile concrete batch plant, and lightweight equipment for sites inaccessible by standard methods, to name a few.

Trades List:

Pre-Construction Services:

- **Environmental Due Diligence** – Includes the completion of Phase 1 Environmental Due Diligence studies and FCC mandated NEPA Checklist studies, including final reports and appendices.
- **Design Services** – Includes Fiber Coordination Design, Zoning Drawings, and Construction Drawings.
- **Site Acquisition Assistance** – Including Landowner Research and Communication and Site Identification
- **Permitting** – Assistance in obtaining building permits from local jurisdictions
- **Power Coordination** – Coordination with local utility providers to obtain new electrical services and assistance in upgrading existing services

DC & Fiber Equipment Installation:

- **Power Plant & Battery Install** - Installation of batteries, racks, and accessories to the highest quality standards. Coordination with other onsite resources to ensure timely project completion. Battery replacement and proper disposal with EPA accredited recycler. Acceptance Inspection and Testing of batteries (Necessary for the reliability and ultimate performance of your batteries). Provide all necessary site documentation (Battery Birth/Death Certificates, EMIS and Installation/Initialization testing) for warranty purposes.
- **Equipment Installation** – Includes CDMA/TDMA, PCS, GSM, LTE/AWS(xLTE), Single or Neutral Host DAS, and Small Cell. Equipment integration/optimization. Early Telco and Power Coordination, Head end civil construction, ALU 7705/7750 Installations. Full site preps for all technologies. MRO, MCO, SAR-O, SAR-W and PDU's
- **Fiber Equipment Prep & Install** – SM, MM and Dark fiber. Pull, clean, prep, and test using certified Exfo equipment, OTDR, Scope and proper cleaning methods. Techs are certified to the highest standards in the industry.
- **Back Up Generator Installation** – Site prep, underground location, grounding, conduit, pad install, Generator set, fencing/block and gates. MTS/ATS install. Generator Prep and Startup.

Full Site Development:

- **Civil** – Includes Clear & Grub, Site Cut/Fill, Rough and Finish Grading, Road Installation & Improvements
- **Excavation** – Includes: Excavate for Foundations, Import and Place Fill, Compaction, Backfill, Rock Excavation

- **Trenching** – Includes: Trenching for Grounding, Power, Telco, LPG, Conduit, Etc.
- **Utility Installation** – Includes: Install Sewer, Water, Power, Storm Drain, LPG, Power Conduit, Telco Conduit
- **Retaining Systems** – Includes: Landscaping Rock Retaining Walls, Concrete Retaining Walls, CMU Retaining Walls
- **Rock Anchoring System Install** – Air Track Rock Drill & Compressor, and Remote Access Drilling Capacity (Both Mechanically and Hand Drilling Capability's). Anchor pull testing capabilities
- **Interior & Exterior Grounding** – Experienced with R-56 installation standards. Certified R56 Installers on staff
- **Material Delivery and Removal** – In-House Equipment for import and export of materials
- **Equipment Transport** – In-House capability's for heavy haul (up to 55 tons)
- **SWPPP / AQMD Certifications**

Concrete:

- **Footings and Foundation Systems** – Own & operate specialized Footing and Foundation Wall Form Systems, with large scale commercial, residential, and retaining system capabilities
- **Tower Foundations** – Pad & Pier Foundations and Caisson Foundations
- **Pad Foundations** – Installation of Building Pad Foundations, Propane Pads, Generator Pads, Stoops, and Stairs
- **Remote Site Concrete Ready Mix Supply** – Own and operate specialized equipment for the cost effective production of Concrete / Ready Mix in remote areas where concrete is not available and for sites where access is a problem. Capable of supplying mix designs for different concrete strengths. Also, have historical data of concrete supplied in the past.

Tower, Antenna & Transmission Line:

- **Tower Erection & Dismantling** – Trained and qualified Tower Crews
- **Antenna and Transmission Line Installation**
- **FAA Compliant Tower Lighting Systems**
- **Tower Remediation and Upgrades**
- **Tower and Site Grounding**
- **Monopoles, Self-Support, Guy Towers, Water Towers & Roof Top Installation**
- **Sweep / PIM Testing (testing equipment & certification in house)**
- **Site Audits and Tower Mapping**

- **Guy tower plumb and tensioning. Guy wire replacement. TPT report provided**

Solar:

- **Remote Site Installation using helicopters**
- **Solar Panel Racking Installation**
- **Solar panel(s), combiners, disconnects, charge controllers, rectifiers, etc.. install**

Miscellaneous:

- **Remote Site Build In-Place Equipment Shelters**
- **Structural Welding & Fabrication** – In-House Certified welders, and equipment with specialized welding capabilities
- **Existing Building Remodels** – Upgrades
- **Remote Site Equipment & Shelter Delivery** – Specialized Equipment for the Transport/Delivery of Shelters, Materials to sites that present access challenges
- **Demolition** – Equipment equipped with Hydraulic Hammers for rock excavation and concrete demolition, also equipped for removal of debris.
- **Utility Coordination (Power & Fiber)**
- **Tenant Improvements (Full TI Build Outs)**

DAS:

- **Installation, TI and DAS Testing** – In-House DC and RF Technicians. Capable of full Head End room building and IDF / MDF equipment installation.

Small Cell:

- **Installation and Testing** – Full, in house installation capabilities from grounding, rebar, concrete, tower / pole, antenna and coax, RRH, fiber, testing and commissioning.

IMPORTANT NOTICE ———
YOU MUST:

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

State Constructors Incorporated

318 W Aero Dr
Payson, AZ 85541-5405

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 08/31/2016
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
State Constructors Incorporated



CONTRACTORS LICENSE NO 74662 CLASS A-14

Asphalt Paving

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Marshall
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

IDENTIFICATION CARD

PRE-BID AWARD REVIEW FORM

Bid Title: Timber Region Asphalt Patching Review

Bid Number: 031416 **Opening Date:** 05-18-16/4:00 P.M.

Bid Reviewer Name: Betty Hurst

Bidder Name: Roy Haught Exavating

BID DOCUMENT FORMS: (All required documents are present and complete.)

Pages 73-75	<u>Proposal</u>	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
	Form Attached	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Information Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Form Signed	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Original Signature	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Seal Affixed	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	Comments:		
	<hr/>		
	<hr/>		
	<hr/>		

Pages 76-77	<u>Bidding Schedule</u>	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
	Form Attached	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	If Lump Sum, is \$ Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	If Line Item, is \$ Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Line Item totals verified	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Comments:		
	<hr/>		
	<hr/>		
	<hr/>		

Surety (Bid) Bond

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Notarized	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Seals Affixed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signatures	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Copy of Bidder Bond Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Is Bond for 10%	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments: _____

Qualification and Certification Form

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
E-Mod Rate Complete	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Contractor License Complete	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
AZROC Verified	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

E-Mod Rating 1.10
 Contractor License No. ROC 247846

Comments: 1. Contractor has no open, disciplined, or settled cases against license.

Reference List

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Required References Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments: _____

Page 82

No Collusion in Bidding Contract

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Notarized	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Page 83

Intentions Concerning Subcontracting

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Box Checked	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

1. Contractor does intend to subcontract a portion of the work.

Pg. 84

Checklist & Addenda Acknowledgement

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Addenda Acknowledged	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Pages 85-91

Contract

Applicable

Non-Applicable

Contract Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Contract Signed	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Original Signature	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Comments:

Page 92

Performance Bond

Applicable

Non-Applicable

Form Attached	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Form Notarized	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Seals Affixed	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Original Signatures	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Comments:

To be submitted only if awarded contract.

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Labor and Materials Bond

Applicable

Non-Applicable

Form Attached	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Form Notarized	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Seals Affixed	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Original Signatures	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Comments:

To be submitted only if awarded contract.

Pages 94

Warranty

Applicable

Non-Applicable

Warranty Attached	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Warranty Signed	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Contractor did not sign the warranty document.

Other Comments

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS
TIMBER REGION ASPHALT PATCHING PROJECT
BID CALL 031416**

**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 No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 031416 Timber Region Asphalt Patching Project, Gila County, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Roy Laught EXCAVATING INC

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Price Sheet, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Price Sheet.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: Roy Naught Excavating, Inc

Corporate Address: P.O. Box 73 Payson, AZ 85547

Incorporated under the laws of the State of: ARIZONA

By (Signature): Juanne M. Naught Date: 05/17/16

President: JUANNE M. NAUGHT

Secretary: BELIA RALSTON

Treasurer: _____

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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:** _____

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

PRICE SHEET (PS-1 to PS-2)

TIMBER REGION ASPHALT PATCHING PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: Roy Haught Excavating, INC

TOTAL CONTRACT PRICE, for the sum of \$ 152,850⁰⁰

WRITTEN TOTAL CONTRACT PRICE

ONE HUNDRED FIFTY TWO THOUSAND EIGHT HUNDRED FIFTY Dollars
and NO Cents.

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

PRICE SHEET (PS-1)

TIMBER REGION ASPHALT PATCHING PROJECT Bid 031416				
Quantity	Unit	Description	Unit Price	Extension
3,057	SQ. YD.	Asphaltic Concrete Patch	<u>\$ 50⁰⁰</u>	<u>\$ 152,850⁰⁰</u>
TOTAL BID IN WORDS <u>\$ ONE HUNDRED FIFTY TWO THOUSAND</u> <u>EIGHT HUNDRED FIFTY DOLLARS</u>				
*Price to include all applicable taxes and required fees. No tax shall be levied against labor. Payment will be made based on actual quantities.				

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 installment 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 AN AGGREGATE OF ONE MILLION DOLLARS(\$1,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE 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 printed on 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 15TH day of MAY, 2015.

Phyllis M. Johnson
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 15TH day of MAY, 2015, personally came before me, Alan Pavlic and Phyllis M. Johnson, 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.



Kathy R. Pearson
Notary Public
My commission expires: 9/28/2018

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.

(Expiration of notary commission does not invalidate this instrument)

52-5847

Signed and sealed at the City of Brookfield, WI this 16 day of May, 2016.



Janet S. Cherry
Assistant Secretary

HANCOCK LEAVITT INS AGENCY INC

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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 031416-TIMBER REGION ASPHALT PATCHING PROJECT

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.

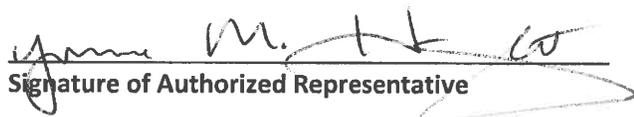
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in 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 Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

- 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


Signature of Authorized Representative

YVONNE M. HAUGHT
Printed Name

PRESIDENT
Title

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:** PAYSON 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 GRIER
Phone: 3675 E Hwy 260 STAR VALLEY AZ 85541
Address: _____

Roy Haught EXCAVATING, INC
Name of Business
Wm M. Haught, Jr
Signature of Authorized Representative
PRESIDENT
Title

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of **Invitation for Bid No. 031416, TIMBER REGION ASPHALT PATCHING PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

Boy Haught Excavating, INC
Name of Business

Yvonne M. King
Signature of Authorized Representative

PRESIDENT
Title

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

BIDDERS CHECKLIST (CK-1)

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and executed and submitted with this bid. If bidder fails to complete and execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
Proposal	_____
Price Sheet	_____
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	5/18/16 VMH	_____	_____	_____	_____

Signed and dated this 17th day of May, 2016.

Roy Hought Excavating INC
CONTRACTOR:

BY: Yvonne M. Hought

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: TIMBER REGION ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 031416.** All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before **Wednesday, May 18, 2016.**



**GILA COUNTY
TIMBER REGION ASPHALT PATCHING PROJECT
INVITATION FOR BID NO. 031416**

**ADDENDUM #1:
DATE: 05/12/2016**

CLARIFICATIONS:

1. **QUESTION:** Page 3 (under Item #1) lists that contractor must submit the Contract, Performance and Material, Bon, Performance Warranty, and IRS W-9 form with our bid. Typically these are submitted by the contractor who is entering into the contract, does the county want these documents from all bidders?
ANSWER: Performance bond and Labor and Materials bond are not due with the bids.

2. **QUESTION:** What is the anticipated NTP date for this project?
ANSWER: Anticipated NTP date will likely be either July 11 or 18, 2016. The County would have to discuss any changes to these anticipated dates with the winning bidder. Prospective bidders should assume these dates as most probable for the NTP.

3. **QUESTION:** If contractor mills the larger patches, is there any location near the project that the county would like the millings taken to?
ANSWER: Gila County does not want the millings. The Contractor shall be responsible for the disposal of the asphalt that is to be removed.

4. **QUESTION:** Will the county accept MAG spec ABC and AC for materials?
ANSWER: Contractor's shall assume adherence to ADOT specifications for ABC and AC as required.

This concludes Addendum No. 1 to Invitation for Bid No. 031416

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

GILA COUNTY
CONTRACT NO. 031416 (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. 031416, TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 031416 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Special Provisions", "Proposal", "Price Sheet", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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 |

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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 and contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **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 commencement date on the Notice To Proceed**, and shall be completed within the following limits:

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **30 Calendar Days of the commencement date as specified on the Notice To Proceed.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

<u>WORK ITEM</u>	<u>DAILY CHARGE PER CALENDAR DAY</u>
All work not complete within the above specified time after start of work.	\$350.00

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. §38-511** and **GENERAL PROVISION 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before **thirty (30) days** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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."

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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 copies of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$ _____ **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for:

**TIMBER REGION ASPHALT PATCHING PROJECT
CONTRACT NO. 031416**

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Contractor Signature

Print Name

ATTEST:

Witness (If Contractor is Individual)

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil 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: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 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: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 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:

TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, 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

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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) P. O. BOX 73	
	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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ **5-17-16**

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:

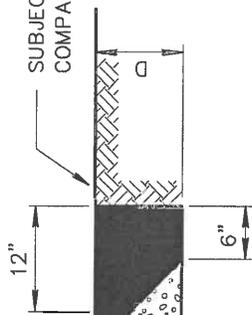
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable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

APPENDIX A

(REFERENCED STANDARD DETAILS)

SUBJECT TO VEHICULAR TRAFFIC
COMPACT TO 95%

D = DESIGN THICKNESS OF A.C.
PAVEMENT PLUS AGGREGATE BASE.



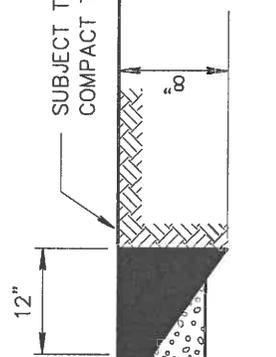
TYPE 'A'

A.C. PAVEMENT

AGGREGATE BASE
PER STANDARD
SECT. 310

GRADING PER
STANDARD
SECT. 301

SUBJECT TO VEHICULAR TRAFFIC
COMPACT TO 95%

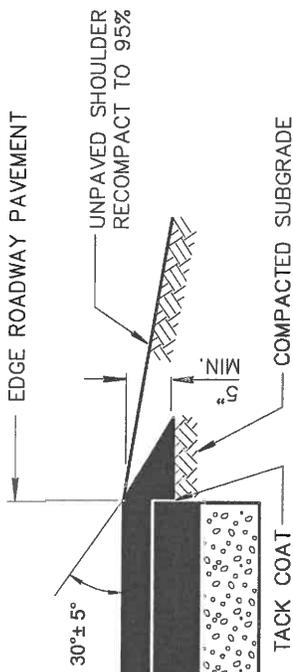


TYPE 'B'

A.C. PAVEMENT

AGGREGATE BASE
PER STANDARD
SECT. 310

GRADING PER
STANDARD
SECT. 301



SAFETY EDGE

EDGE ROADWAY PAVEMENT

UNPAVED SHOULDER
RECOMPACT TO 95%

30°±5°

TACK COAT

COMPACTED SUBGRADE

OVERLAY OR
FINISHING COURSE

EXISTING PAVEMENT
OR NEW PAVEMENT

AGGREGATE BASE
PER STANDARD
SECT. 310

GRADING PER
STANDARD
SECT. 301

DETAIL NO.
201

MARICOPA
ASSOCIATION of
GOVERNMENTS

STANDARD DETAIL
ENGLISH

ASPHALT PAVEMENT EDGE DETAILS

DATE
01-01-2014

DETAIL NO.
201

APPENDIX B

(PATCHING LOCATIONS)

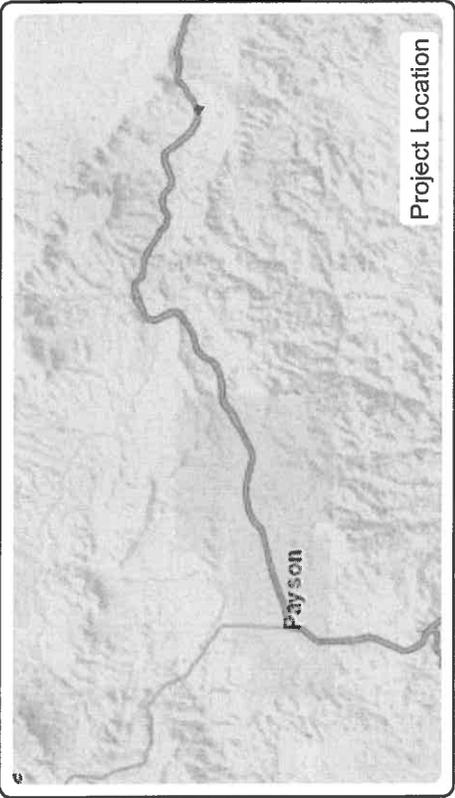
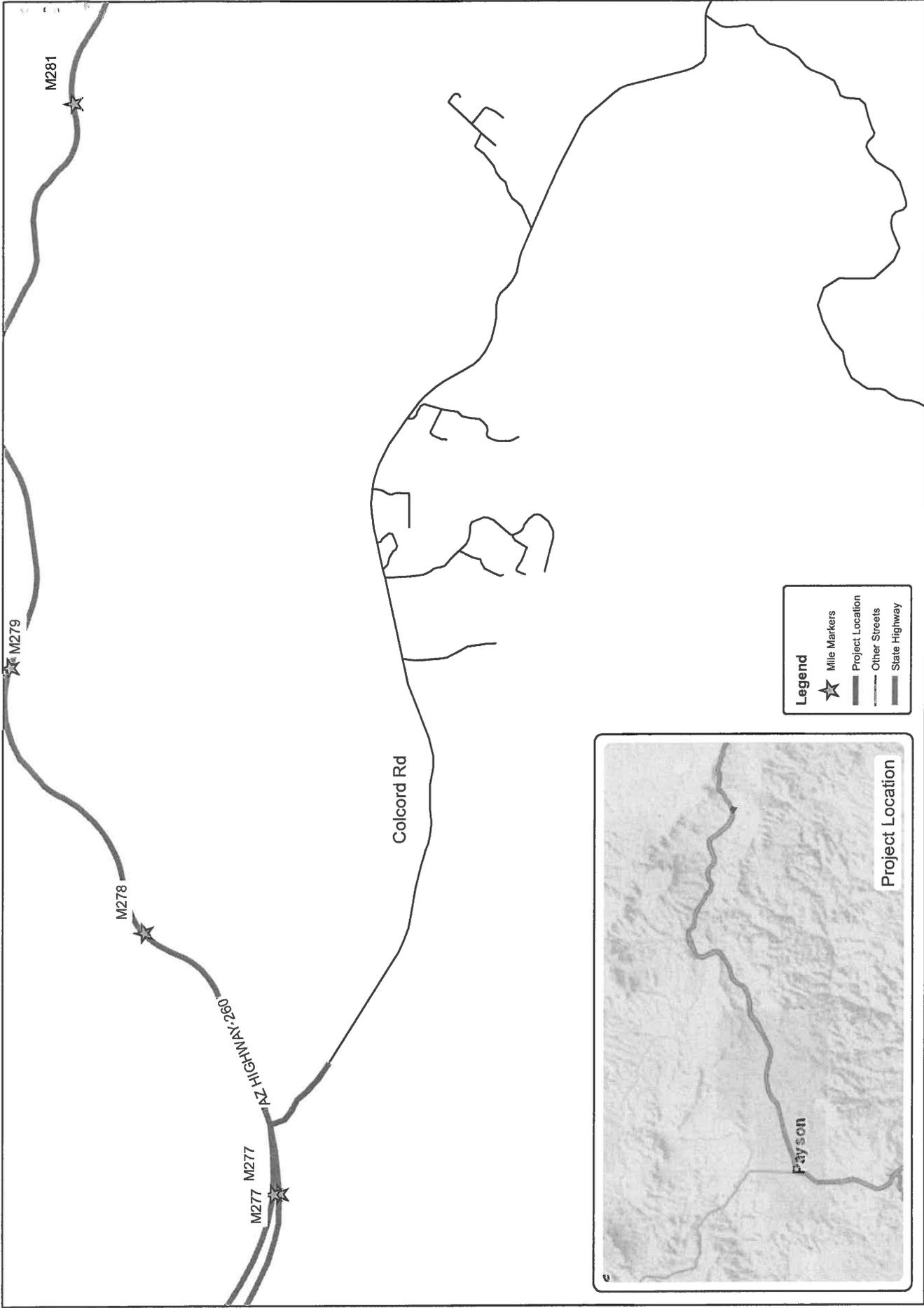
APPENDIX B

TIMBER REGION ASPHALT PATCHING LOCATIONS

<u>LOCATION</u>	<u>LENGTH</u> <u>(FT)</u>	<u>WIDTH</u> <u>(FT)</u>	<u>AREA</u> <u>(SQ YD)</u>
COLCORD RD - A	36	10	40.00
COLCORD RD - B	171	30	570.00
COLCORD RD - C	30	6	20.00
FS512 RD - A	25	15	41.67
FS512 RD - B	12	15	20.00
FS512 RD - C	18	9	18.00
FS512 RD - D	31	10	34.44
FS512 RD - E	25	9	25.00
FS512 RD - F	18	9	18.00
FS512 RD - G	18	8	16.00
FS512 RD - H	20	12	26.67
FS512 RD - I	45	9	45.00
FS512 RD - J	33	12	44.00
FS512 RD - K	85	11	103.89
HUNTER CRK - A	640	24	1,706.67
HUNTER CRK - B	30	15	<u>50.00</u>
	SUBTOTAL		2,779.33
	10% OF TOTAL		277.93
	TOTAL		3,057.27

APPENDIX C

(PATCHING LOCATION MAPS)



Legend

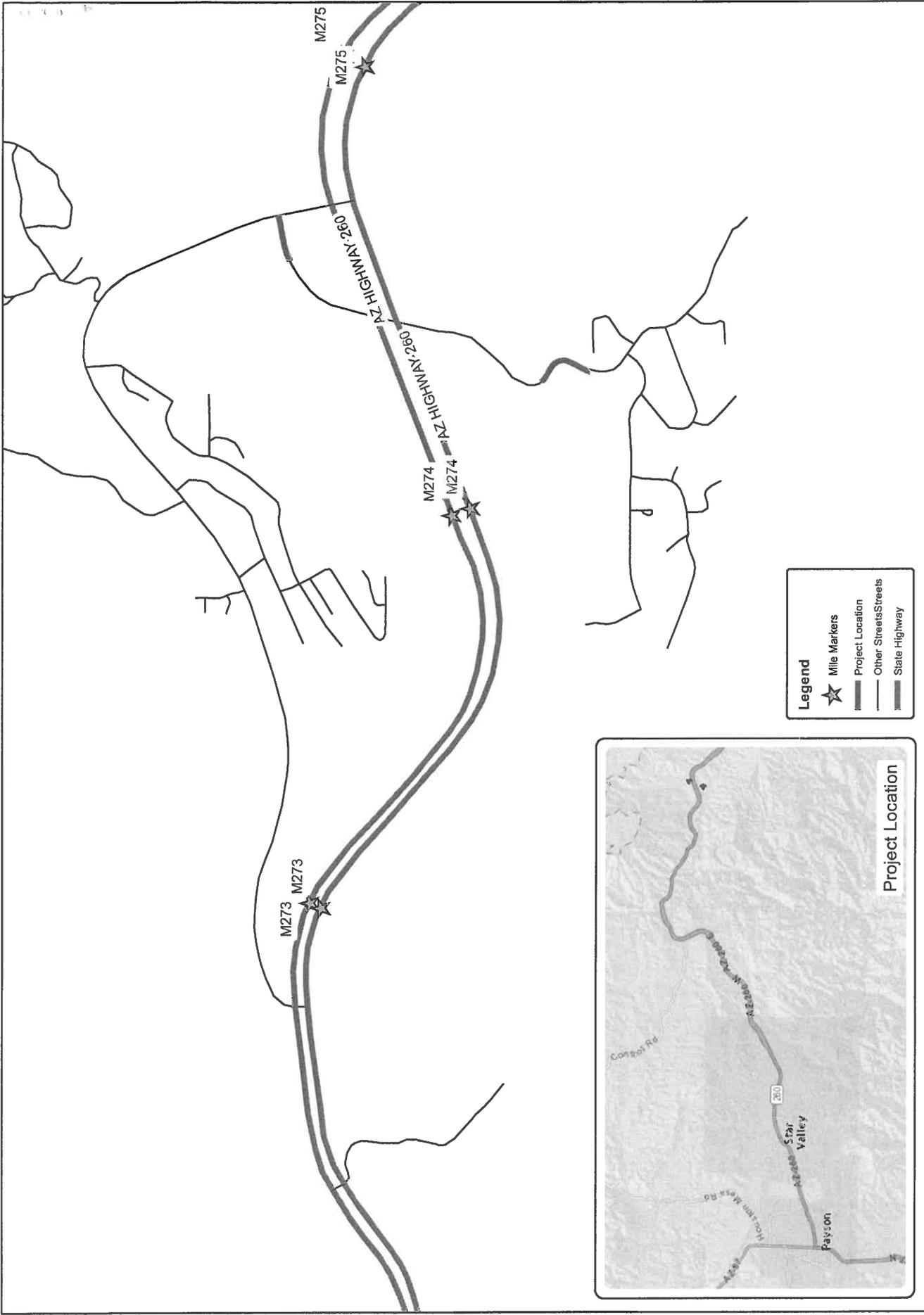
★	Mile Markers
— (thick)	Project Location
— (thin)	Other Streets
— (double)	State Highway



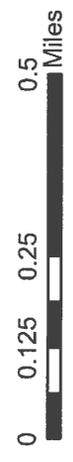
1 in = 0.4 miles



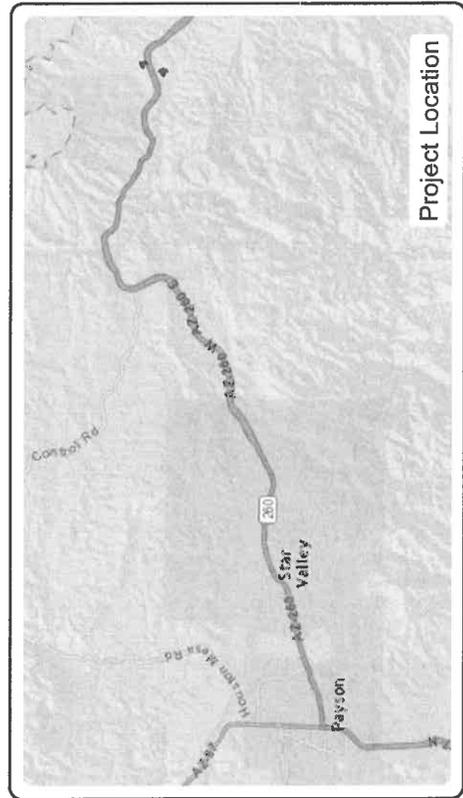
Colcord Rd



1 in = 0.25 miles



Hunter Creek Dr



PRE-BID AWARD REVIEW FORM

Bid Title: Timber Region Asphalt Patching Review

Bid Number: 031416 **Opening Date:** 05-18-16/4:00 P.M.

Bid Reviewer Name: Betty Hurst

Bidder Name: Surface Contracting, Inc.

BID DOCUMENT FORMS: (All required documents are present and complete.)

Pages 76-77 <u>Proposal</u>	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
Form Attached	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Information Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Form Signed	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Original Signature	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Seal Affixed	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Comments:		

1. Contrator signed as a firm or partnership...no seal required.

Pages 76-77 <u>Bidding Schedule</u>	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
Form Attached	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If Lump Sum, is \$ Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If Line Item, is \$ Provided	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Line Item totals verified	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Comments:		

Surety (Bid) Bond

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Notarized	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Seals Affixed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signatures	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Copy of Bidder Bond Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Is Bond for 10%	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments: _____

Qualification and Certification Form

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
E-Mod Rate Complete	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Contractor License Complete	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
AZROC Verified	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

E-Mod Rating 1.36
 Contractor License No. KA-152238

Comments:
 1. Contractor has no open, disciplined, or settled cases against license.

Reference List

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Required References Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Page 82

No Collusion in Bidding Contract

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Information Provided	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Notarized	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Page 83

Intentions Concerning Subcontracting

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Box Checked	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

1. Contractor does intend to subcontract a portion of the work.

Pg. 84

Checklist & Addenda Acknowledgement

Applicable

Non-Applicable

Form Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Addenda Acknowledged	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Form Signed	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Original Signature	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Comments:

Pages 85-91

Contract

Applicable

Non-Applicable

Contract Attached	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Contract Signed	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Original Signature	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Comments:

Page 100

Performance Bond

Applicable

Non-Applicable

Form Attached

Yes

No

Form Notarized

Yes

No

Seals Affixed

Yes

No

Original Signatures

Yes

No

Comments:

To be submitted only if awarded contract.

Page 101

Labor and Materials Bond

Applicable

Non-Applicable

Form Attached

Yes

No

Form Notarized

Yes

No

Seals Affixed

Yes

No

Original Signatures

Yes

No

Comments:

To be submitted only if awarded contract.

Pages 94

Warranty

Applicable

Non-Applicable

Warranty Attached

Yes

No

Warranty Signed

Yes

No

Original Signature

Yes

No

Comments:

1. Contractor did not sign the warranty document.

Other Comments

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT



***Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.***

CONTRACT FORMS

Proposal	P-1 to P-3
Price Sheet	PS-1 to PS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 031416 Timber Region Asphalt Patching Project, Gila County, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Surface Contracting Inc

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Price Sheet, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Price Sheet.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: Surface Contracting Inc

Corporate Address: PO Box 3708 Glendale AZ 85311

Incorporated under the laws of the State of: Arizona

By (Signature):  Date: 5-18-16

President: Michael R. Larson

Secretary: Denise Larson

Treasurer: Denise Larson

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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:** _____

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

PRICE SHEET (PS-1 to PS-2)

TIMBER REGION ASPHALT PATCHING PROJECT
GILA COUNTY, ARIZONA

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: Surface Contracting Inc

TOTAL CONTRACT PRICE, for the sum of \$ 265,959.00

WRITTEN TOTAL CONTRACT PRICE

Two Hundred Sixty Five Thousand Nine Hundred Dollars
SIXTY NINE DOLLARS
and 00 Cents.

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

PRICE SHEET (PS-1)

TIMBER REGION ASPHALT PATCHING PROJECT Bid 031416				
Quantity	Unit	Description	Unit Price	Extension
3,057	SQ. YD.	Asphaltic Concrete Patch	\$ <u>87.00</u>	\$ <u>265,959.00</u>
TOTAL BID IN WORDS \$ <u>Two Hundred Sixty Five</u> <u>Thousand Nine Hundred Fifty Nine</u> <u>Dollars 5/100</u>				
<p>*Price to include all applicable taxes and required fees. No tax shall be levied against labor. Payment will be made based on actual quantities.</p>				

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 Surface Contracting, Inc.

as Principal, hereinafter called the Principal, and Western National Mutual Insurance Company

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

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 Oblige, hereinafter called the Oblige, 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. 031416, TIMBER REGION ASPHALT PATCHING PROJECT

NOW THEREFORE, if the Oblige, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Oblige 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 Oblige the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Oblige 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 Surface Contracting, Inc.

Surety Western National Mutual Insurance Company

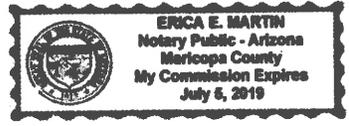
By [Signature]

By Attorney-in-Fact James R. Martin
[Signature]

Title President

Address, Attorney-in-Fact
Subscribed and sworn to before me
this 6th day of May, 2016

My commission expires: July 5, 2019
[Signature]
Notary Public





The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company does make, constitute and appoint James R. Mann, John A. Mustacci, Brett A. Benton, Michael J. Mustacci

(Horizon Insurance Agency - #9248)

Its true and lawful Attorney(s)-in-Fact, with full power and authority 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) bond, 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 installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. 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 Western National Mutual Insurance Company on September 28, 2010.

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, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.

[Signature of Jon R. Hebeisen]

Jon R. Hebeisen, Secretary



[Signature of Larry A. Byers, Sr.]

Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose 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.



[Signature of Jennifer A. Young]

Jennifer A. Young, Notary Public My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota 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

[Signature of Jennifer A. Young]



Signed and sealed at the City of Edina, MN this 16th day of December, 2015

Jennifer A. Young, Assistant Secretary

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**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 031416-TIMBER REGION ASPHALT PATCHING PROJECT

The applicant submitting this Bid warrants the following:

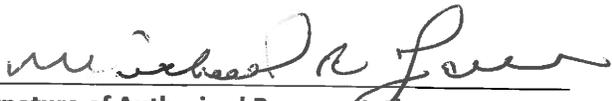
1. Name, Address, and Telephone Number of Principal Contractor:

Surface Contracting Inc
PO Box 3708 Glendale AZ 85311
623-435-9187

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 Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

- 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:** 1.18
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:** KA - 152238


Signature of Authorized Representative

Michael R Larson
Printed Name

President
Title

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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

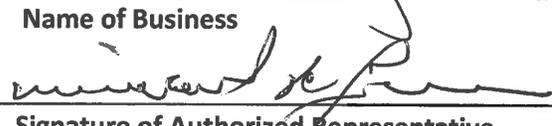
Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Show Low Construction
Contact: Amanda Deacon
Phone: 928-537-1133
Address: PO Box 29 Show Low AZ 85902

2. **Company:** Apache Sitgreaves National Forest
Contact: Debbie MacIvor
Phone: 928-333-6270
Address: PO Box 640 Springerville AZ 85938

3. **Company:** City of Safford
Contact: Randy Petty
Phone: 928-432-4261
Address: PO Box 272 Safford AZ 85548

4. **Company:** Apache Sitgreaves National Forest
Contact: Steve Johnson
Phone: 928-535-7308
Address: PO Box 968 Overgaard AZ 85933

Surface Contracting Inc
Name of Business

Signature of Authorized Representative
president
Title

SURFACE CONTRACTING, INC.
MAJOR PROJECTS

Apache Sitgreaves National Forest-Variou Loc. Road Repair	\$100,000.00
Paving – Davis Bacon Wage	
Contact: Debbie MacIvor (928) 333-6270	
Completion Date: 5/11	
Own Forces: 100%	
City of Safford – Ten Million Gallon Reservoir Site Grading & Paving	\$84,942.00
Grading and Paving	
Contact: Jenny Howard (928) 432-4082	
Completion Date: 5/11	
Own Forces: 100%	
Ledcor – Canyon de Chelly National Monument	\$169,692.39
Paving	
Contact: Mike Haynes (602) 999-0175	
Completion Date: 5/11	
Own Forces: 100%	
Show Low Construction – Flagstaff Cameron Highway, US 89	\$85,206.96
Paving – Davis Bacon Wage	
Contact: Joy Tanner (928) 537-1133	
Completion Date: 6/11	
Own Forces: 100%	
Chee/Northstar – Bus Barn	\$173,000.00
Parking Lot Paving	
Contact: Eric Chee (520) 682-7171	
Completion Date: 7/11	
Own Forces: 100%	
Arizona Water Company – Watermains in Bakerville	\$66,308.00
Underground Waterline	
Contact: Terry Randgaard (520) 432-5321	
Completion Date: 8/11	
Own Forces: 100%	

SURFACE CONTRACTING, INC.
MAJOR PROJECTS

Arizona Water Company – Oliver Circle Underground Waterline Contact: Terry Randgaard (520) 432-5321 Completion Date: 9/11 Own Forces: 100%	\$52,118.13
Arizona Water Company – 30th Terrace Underground Waterline Contact: Terry Randgaard (520) 432-5321 Completion Date: 9/11 Own Forces: 100%	\$65,075.12
Meadow Valley Contractors – Lone Pine Dam Road Paving – Davis Bacon Wage Contact: Dick (602) 437-5400 Completion Date: 9/11 Own Forces: 100%	\$34,425.00
V Mountain – Big Lake Chip Seal Chip Seal - Davis Bacon Wage Contact: Tim (928) 537-8349 Completion Date: 9/11 Own Forces: 100%	\$106,454.76
SRP – Parking Lot Improvements Paving & Valley Gutter Contact: Jim Zieler (928) 337-4105 Completion Date: 10/11 Own Forces: 95%	\$115,000.00
Native Nation Builders – Fort Apache Subdivision Improvements Paving – Davis Bacon Wages Contact: Aurie (480) 288-4433 Completion Date: 10/11 Own Forces: 100%	\$186,117.60
Apache Sitgreaves National Forest-Asphalt Repair Apache County Grading and Paving – Davis Bacon Wage Contact: Debbie MacIvor (928) 333-6270 Completion Date: 10/11 Own Forces: 100%	\$45,153.75

SURFACE CONTRACTING, INC.
MAJOR PROJECTS

City of Safford – CDBG 2010 Sidewalk Project Grading and Concrete Work – Davis Bacon Wage Contact: Randy Petty (928) 432-4261 Completion Date: 2/12 Own Forces: 100%	\$191,346.90
Native Nation Builders – Sells Paving Paving – Davis Bacon Wages Contact: Aurie (480) 288-4433 Completion Date: 2/12 Own Forces: 100%	\$419,539.00
Apache Sitgreaves National Forest-300 Road Maintenance Grading and Paving – Davis Bacon Wage Contact: Debbie MacIvor (928) 333-6270 Completion Date: 6/12 Own Forces: 100%	\$375,000.00
Arizona Water Company – Bowers Street Underground Waterline Contact: Terry Randgaard (520) 432-5321 Completion Date: 6/12 Own Forces: 100%	\$107,729.97
City of Safford – Safford Walking Path Grading and Concrete Work – Davis Bacon Wage Contact: Randy Petty (928) 432-4261 Completion Date: 6/12 Own Forces: 100%	\$119,610.70
Apache Sitgreaves National Forest-Fools Hollow Rec. Area Crack Seal – Davis Bacon Wage Contact: Debbie MacIvor (928) 333-6270 Completion Date: 7/12 Own Forces: 100%	\$68,750.00
Town of Huachuca City – Skyline Loop Water Line Underground Waterline Contact: Completion Date: 7/12 Own Forces: 100%	\$70,914.52

SURFACE CONTRACTING, INC.
MAJOR PROJECTS

Town of Taylor – Taylor ADA Rodeo Grounds Improvements	\$85,208.00
Parking Lot Construction – Davis Bacon Wage	
Contact: Stu Spaulding	
Completion Date: 8/12	
Own Forces: 100%	
Apache Sitgreaves National Forest-Road Repair FR 300	\$149,990.00
Crack Seal – Davis Bacon Wage	
Contact: Debbie MacIvor (928) 333-6270	
Completion Date: 11/12	
Own Forces: 100%	
Show Low Construction – ADOT Short Creek	\$267,160.00
Paving – Davis Bacon Wage	
Contact: Joy Tanner (928) 537-1133	
Completion Date: 11/12	
Own Forces: 100%	
Arizona Water Company – Ocotillo Street	\$72,143.63
Underground Waterline	
Contact: Terry Randgaard (520) 432-5321	
Completion Date: 11/12	
Own Forces: 100%	
Chee/Northstar – Misc. Paving	\$344,725.00
Paving	
Contact: Eric Chee (520) 682-7171	
Completion Date: 11/12	
Own Forces: 100%	
Native Nation Builders – River Road Bridge Paving	\$93,880.00
Paving – Davis Bacon Wages	
Contact: Aurie (480) 288-4433	
Completion Date: 11/12	
Own Forces: 100%	
City of Safford – 14th Avenue Sewer Repair	\$48,786.00
Underground Utilities	
Contact: Randy Petty (928) 432-4261	
Completion Date: 1/13	
Own Forces: 100%	

SURFACE CONTRACTING, INC.
MAJOR PROJECTS

Show Low Construction – ADOT Globe-Show Low Hwy, US-60	\$98,158.00
Paving – Davis Bacon Wage	
Contact: Tina Mason (928) 537-1133	
Completion Date: 6/14	
Own Forces: 100%	
Native Nation Builders – FAIR 111 (1) Hon Dah Streets	\$751,445.50
Paving – Davis Bacon Wages	
Contact: Freddie (480) 288-4433	
Completion Date: 11/14	
Own Forces: 100%	
Show Low Construction – ADOT Keams Canyon Trading Post	\$224,780.00
Paving – Davis Bacon Wage	
Contact: Amanda Deacon (928) 537-1133	
Completion Date: 7/15	
Own Forces: 100%	
Show Low Construction – ADOT Town of Taylor - Love Lake Road	\$104,082.50
Paving – Davis Bacon Wage	
Contact: Amanda Deacon (928) 537-1133	
Completion Date: 9/15	
Own Forces: 100%	
Show Low Construction – HIR 506	\$361,023.00
Paving – Davis Bacon Wage	
Contact: Amanda Deacon (928) 537-1133	
Completion Date: 10/15	
Own Forces: 100%	
Show Low Construction – SCIR 193, BIA 193 & 194 West	\$839,373.10
Paving – Davis Bacon Wage	
Contact: Amanda Deacon (928) 537-1133	
Completion Date: 11/15	
Own Forces: 100%	
Show Low Construction – ADOT Summit Trail SR260	\$64,632.00
Paving – Davis Bacon Wage	
Contact: Amanda Deacon (928) 537-1133	
Completion Date: 12/15	
Own Forces: 100%	

SURFACE CONTRACTING, INC.
MAJOR PROJECTS

Show Low Construction – Coke Plant Parking Lot, Chinle AZ \$73,300.00
Paving – Davis Bacon Wage
Contact: Amanda Deacon (928) 537-1133
Completion Date: 5/16
Own Forces: 100%

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of **Invitation for Bid No. 031416, TIMBER REGION ASPHALT PATCHING PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

Surface Contracting Inc
Name of Business


Signature of Authorized Representative

President
Title

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

BIDDERS CHECKLIST (CK-1)

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and executed and submitted with this bid. If bidder fails to complete and execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
Proposal	✓ _____
Price Sheet	✓ _____
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	<u>None</u>	_____	_____	_____	_____

Signed and dated this 18th day of May, 2016.

Surface Contracting Inc
CONTRACTOR:

[Signature]
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: TIMBER REGION ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 031416.** All proposals shall be filed at Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501, on or before **Wednesday, May 18, 2016.**

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**GILA COUNTY
CONTRACT NO. 031416 (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. 031416, TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 031416 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Special Provisions", "Proposal", "Price Sheet", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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 |

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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 and contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **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 commencement date on the Notice To Proceed**, and shall be completed within the following limits:

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **30 Calendar Days of the commencement date as specified on the Notice To Proceed.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

<u>WORK ITEM</u>	<u>DAILY CHARGE PER CALENDAR DAY</u>
All work not complete within the above specified time after start of work.	\$350.00

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. §38-511** and **GENERAL PROVISION 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before **thirty (30) days** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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.”

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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 copies of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$_____ **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for:

**TIMBER REGION ASPHALT PATCHING PROJECT
CONTRACT NO. 031416**

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Contractor Signature

Print Name

ATTEST:

Witness (If Contractor is Individual)

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

**Jefferson R. Dalton, Deputy Gila County Attorney, Civil 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: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2016.

Principal

Seal

Surety

Seal

By:

Agency of Record

By:

Arizona Countersignature

Agency Address

Address

Phone Number

**STATUTORY LABOR AND MATERIALS BOND (LMB-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: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 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:

TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, 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

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.
Surface Contracting 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
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation S Corporation Partnership Trust/estate

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.

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 3708

6 City, state, and ZIP code
Glendale AZ 85311

7 List account number(s) here (optional)

Requester's name and address (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	6	4	0	0	7	3

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ 5-18-16
------------------	----------------------------	-----------------------

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.

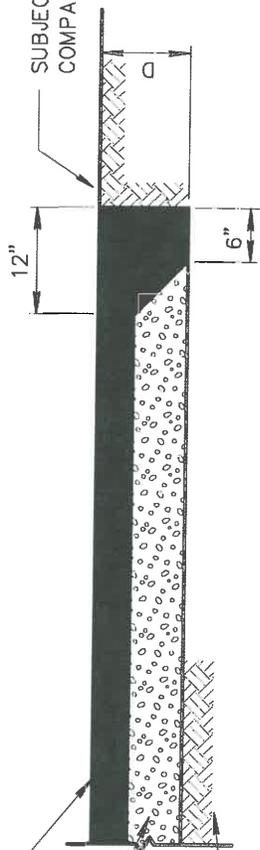
By signing the filled-out form, you:

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

APPENDIX A

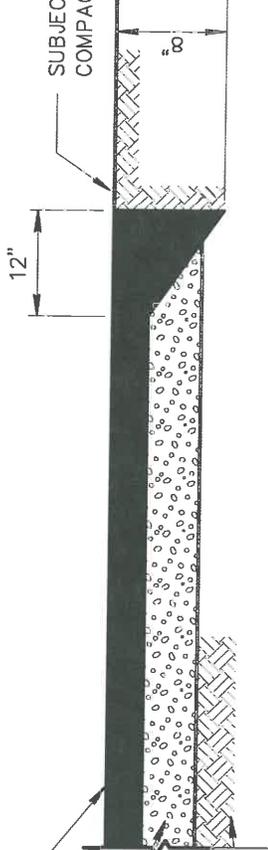
(REFERENCED STANDARD DETAILS)

A.C. PAVEMENT
 AGGREGATE BASE PER STANDARD SECT. 310
 GRADING PER STANDARD SECT. 301



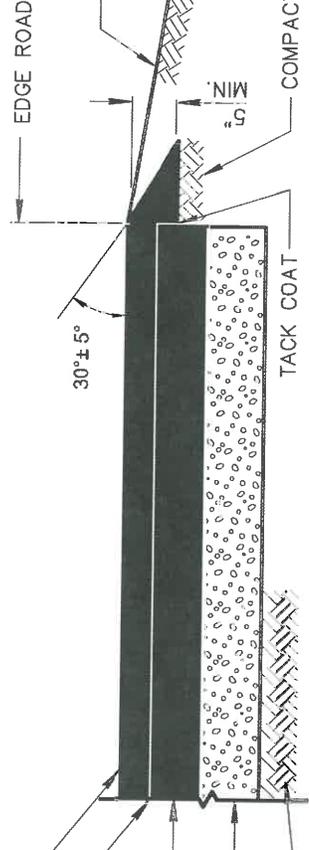
TYPE 'A'

A.C. PAVEMENT
 AGGREGATE BASE PER STANDARD SECT. 310
 GRADING PER STANDARD SECT. 301



TYPE 'B'

OVERLAY OR FINISHING COURSE
 TACK COAT
 EXISTING PAVEMENT OR NEW PAVEMENT
 AGGREGATE BASE PER STANDARD SECT. 310
 GRADING PER STANDARD SECT. 301



SAFETY EDGE

DETAIL NO. 201	STANDARD DETAIL ENGLISH	DATE 01-01-2014	DETAIL NO. 201
ASPHALT PAVEMENT EDGE DETAILS			



APPENDIX B

(PATCHING LOCATIONS)

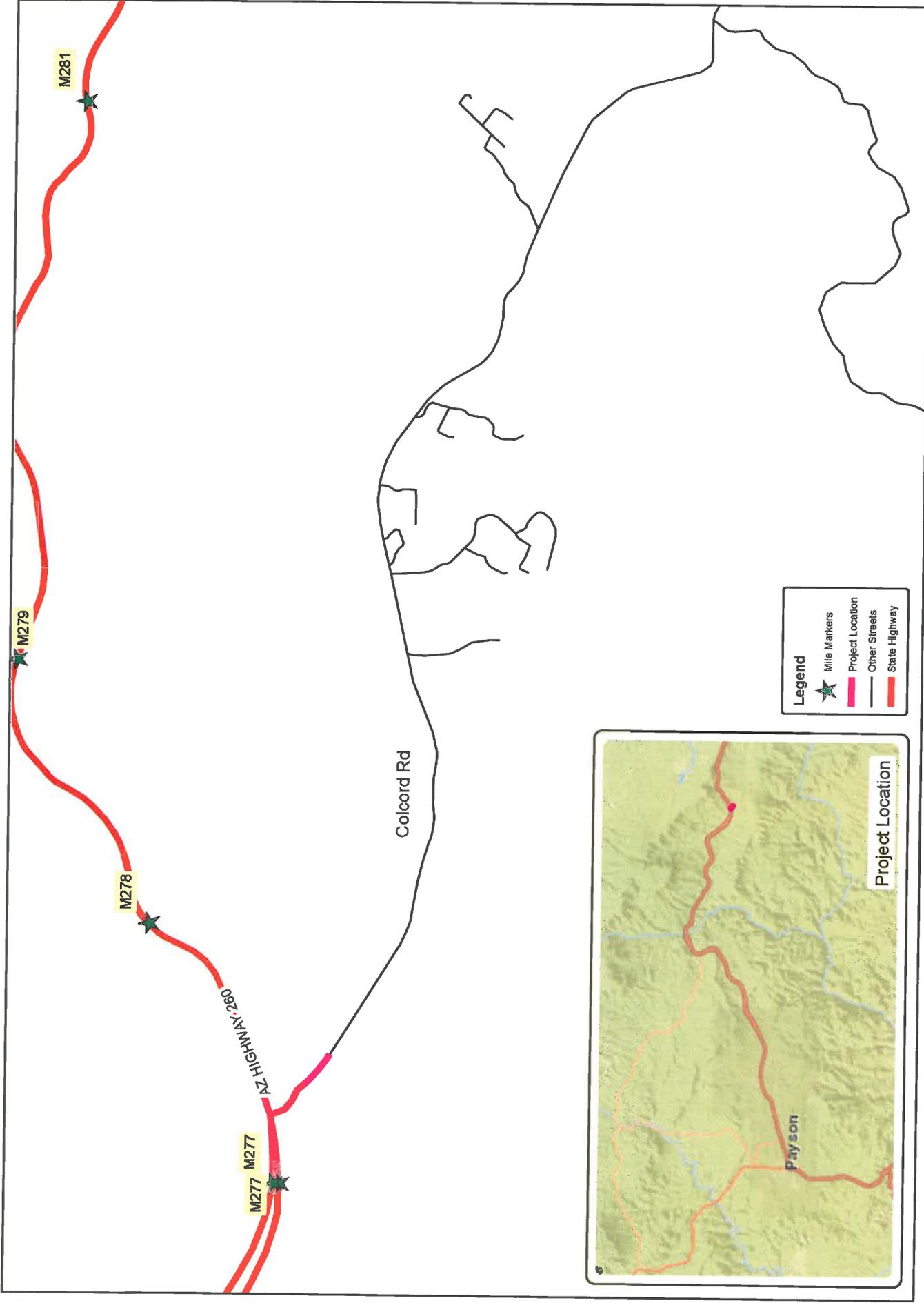
APPENDIX B

TIMBER REGION ASPHALT PATCHING LOCATIONS

<u>LOCATION</u>	<u>LENGTH</u> <u>(FT)</u>	<u>WIDTH</u> <u>(FT)</u>	<u>AREA</u> <u>(SQ YD)</u>
COLCORD RD - A	36	10	40.00
COLCORD RD - B	171	30	570.00
COLCORD RD - C	30	6	20.00
FS512 RD - A	25	15	41.67
FS512 RD - B	12	15	20.00
FS512 RD - C	18	9	18.00
FS512 RD - D	31	10	34.44
FS512 RD - E	25	9	25.00
FS512 RD - F	18	9	18.00
FS512 RD - G	18	8	16.00
FS512 RD - H	20	12	26.67
FS512 RD - I	45	9	45.00
FS512 RD - J	33	12	44.00
FS512 RD - K	85	11	103.89
HUNTER CRK - A	640	24	1,706.67
HUNTER CRK - B	30	15	<u>50.00</u>
	SUBTOTAL		2,779.33
	10% OF TOTAL		277.93
	TOTAL		3,057.27

APPENDIX C

(PATCHING LOCATION MAPS)



Colcord Rd

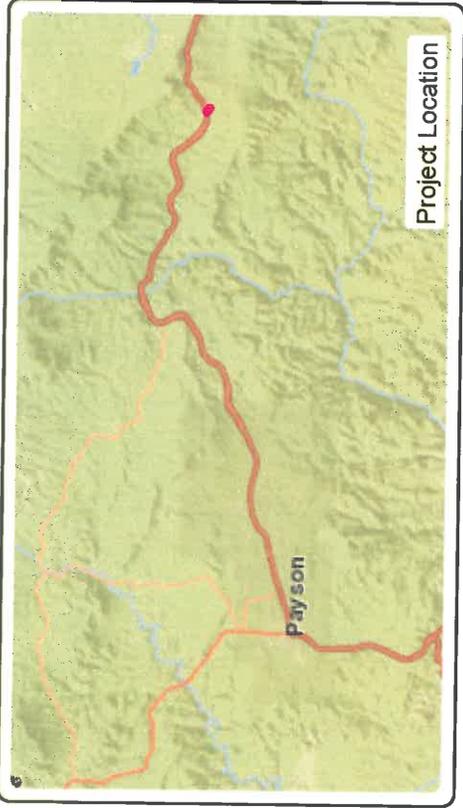


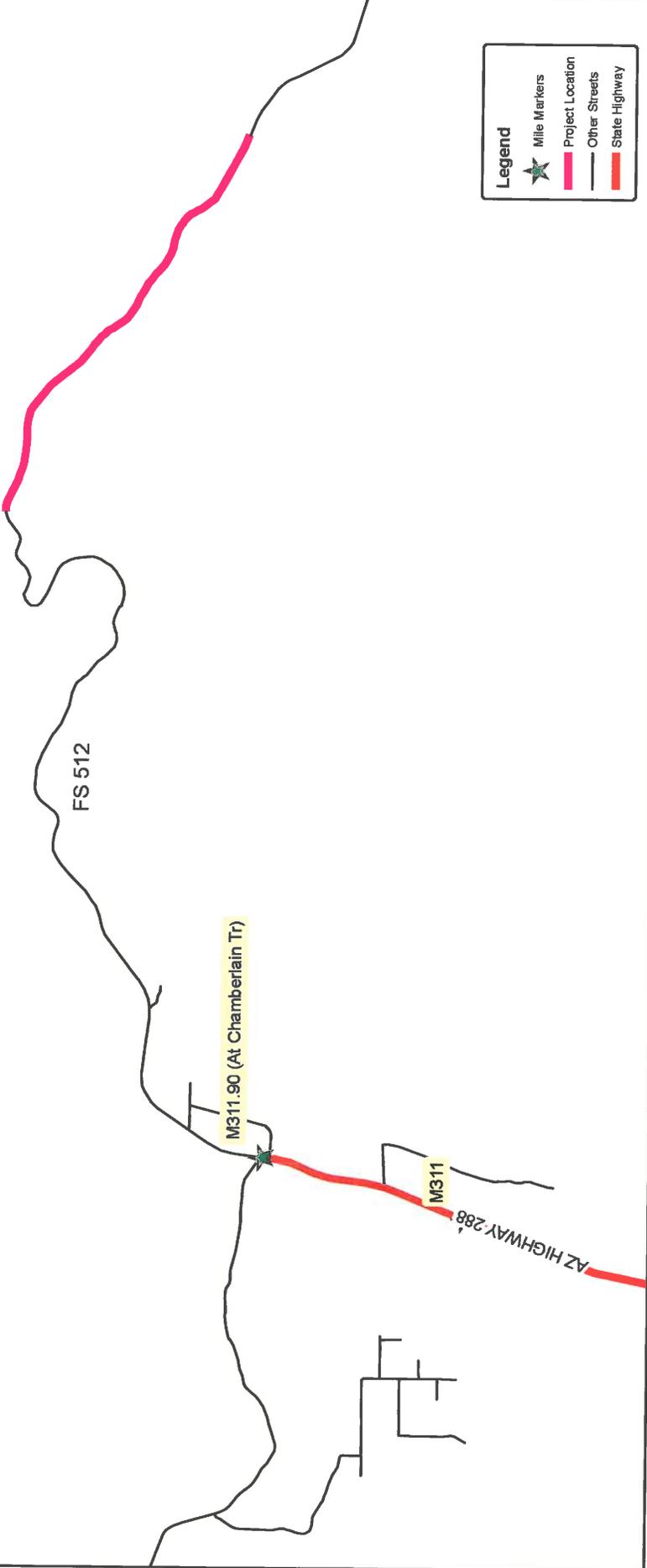
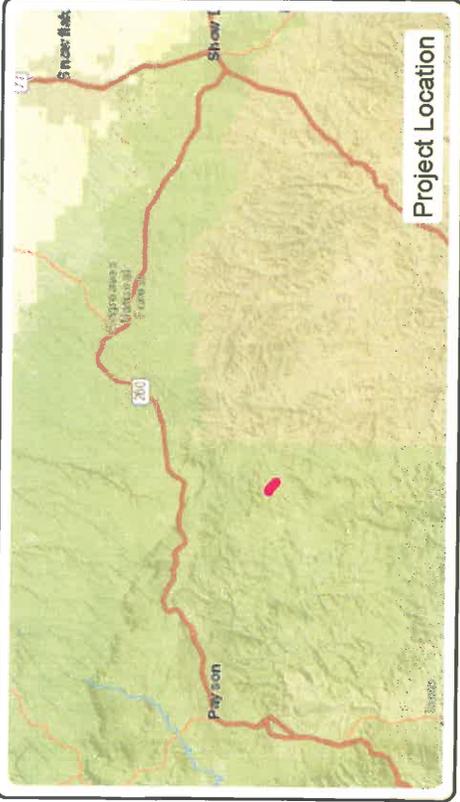
1 in = 0.4 miles



Legend

-  Mile Markers
-  Project Location
-  Other Streets
-  State Highway



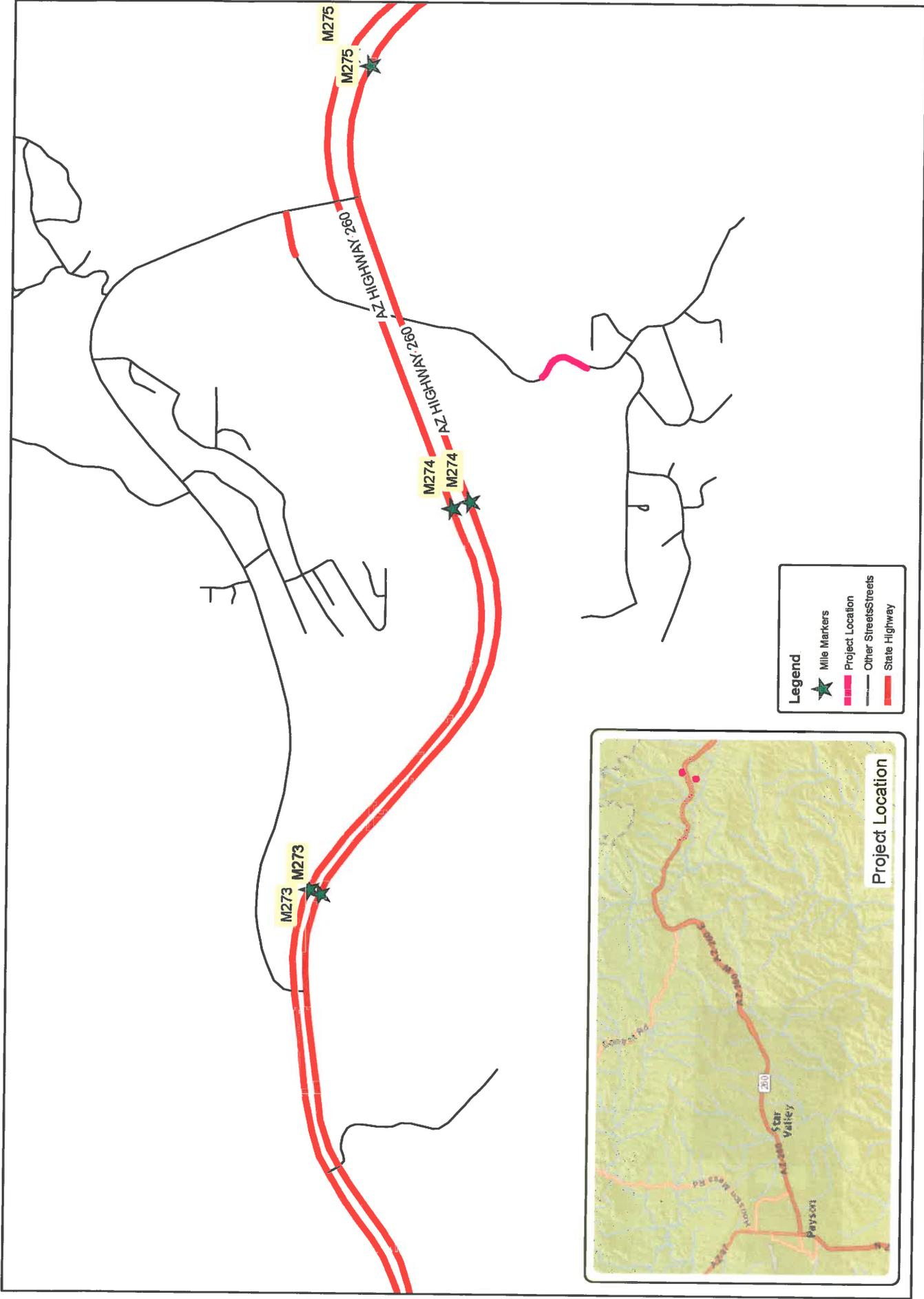


FS 512 - Bottom



1 in = 0.5 miles





Hunter Creek Dr

1 in = 0.25 miles



LICENSE NO. 152238

HUBZONE CERTIFICATION NO. 32183

/ /
/ / /
/ /
/ / SURFACE CONTRACTING, INC.
/ / P.O. BOX 3708
/ / / GLENDALE, ARIZONA 85311
/ / PHONE: (623) 435-9187
FAX: (623) 435-2005

Surface Contracting, Inc.

Surface Contracting Company was started in August 1986 by Michael R. Larson as sole proprietor. The company specialized in asphalt paving and bid small projects which included parking lot repair to small public works reconstruct projects. Our bonding limit at the time had a single job limit of \$30,000.00. Surface Contracting Company did a lot of work as an asphalt paving sub-contractor. We developed a reputation in the industry as doing quality work. Much of our work was in the Northern and Eastern Arizona. We worked for several different contractors and just to list a few they include FNF Construction, Sundt Corporation, Peralta Contracting, Brimhall Construction, Inc., and Show Low Construction Inc.,. In 1989 Surface Contracting incorporated. We had made a move and primarily worked in the White Mountain Area. We gradually increased our bonding limits and started to do more General Contracting work. Much of our work was with the State, Counties, Cities, Towns and the Forest Service within the White Mountain area. We continued to develop our reputation in the industry as doing quality work. In 1990 we invested in an Asphalt Hot Plant that is portable. We did this so we would have better control over providing quality asphalt to our customers. We continue to do this today and the asphalt plant is located at Brimhall Sand & Rock's Yard in Indian Wells, Arizona. We are supplying asphalt thru out the Navajo Indian Reservation. We have chosen Brimhall Sand and Rock as the material supplier because they have excellent quality control during the manufacturing of their materials. We only use ADOT quality materials in the asphalt we produce.

Surface Contracting, Inc. holds a General Engineering Contracting License (ROC # KA 132238). This license is a dual Engineering license for residential and commercial construction. We are in good standing with the registrar of Contractors. Our license covers all classes of construction for major roads and highways.

Surface Contracting, Inc. has the personal and equipment to do major earth work (including rock), grading and placing of specification materials, storm drainage work, underground utilities both wet and dry, and asphalt paving. We have continued to upgrade our equipment thru the years in order to minimize down time and to keep up the technology. We maintain our fleet of equipment in our shop in Snowflake, Arizona.

Our bonding limit has increased dramatically over the years and we are presently capable to bidding projects in excess of 6 million dollars. We carry 2 million dollar liability insurance with a 4 million dollar umbrella policy.

Surface Contracting, Inc. bids work all over the state of Arizona. That is why we have our corporate office in Glendale, Arizona. Although our office is in Glendale we do not contract in this area. We have for the last 26 years concentrated on working in the White Mountain area during the construction season. We have a yard and a local office in Snowflake, Arizona. We do work on the southern areas of Arizona in the winter months. During the construction season in the White Mountains, we have employed as many as 31 employees that all live in the White Mountain area.

Surface Contracting, Inc. has no outstanding claims on any project completed to date. We have never had any claims that went to court on any of our projects.

Surface Contracting, Inc. is an equal opportunity employer and has an EEO policy and a safety policy.

Surface Contracting is HUBZone Certified, Small Business and is a Veteran Owned Construction Company.

We are providing the following references:

- | | | |
|--------------------------------------|----------------|--------------|
| 1. City of Safford | Randy Petty | 928-432-4261 |
| 2. Brimhall Sand and Rock | Kirk Brimhall | 928-536-6700 |
| 3. Navajo County Public Works | Bill Bess | 928-524-4100 |
| 4. Apache Sitgreaves National Forest | Debbie McGivor | 928-333-6270 |

Michael R. Larson
President



**GILA COUNTY
TIMBER REGION ASPHALT PATCHING PROJECT
INVITATION FOR BID NO. 031416**

ADDENDUM #1:

DATE: 05/12/2016

CLARIFICATIONS:

1. **QUESTION:** Page 3 (under Item #1) lists that contractor must submit the Contract, Performance and Material, Bon, Performance Warranty, and IRS W-9 form with our bid. Typically these are submitted by the contractor who is entering into the contract, does the county want these documents from all bidders?
ANSWER: Performance bond and Labor and Materials bond are not due with the bids.
2. **QUESTION:** What is the anticipated NTP date for this project?
ANSWER: Anticipated NTP date will likely be either July 11 or 18, 2016. The County would have to discuss any changes to these anticipated dates with the winning bidder. Prospective bidders should assume these dates as most probable for the NTP.
3. **QUESTION:** If contractor mills the larger patches, is there any location near the project that the county would like the millings taken to?
ANSWER: Gila County does not want the millings. The Contractor shall be responsible for the disposal of the asphalt that is to be removed.
4. **QUESTION:** Will the county accept MAG spec ABC and AC for materials?
ANSWER: Contractor's shall assume adherence to ADOT specifications for ABC and AC as required.

This concludes Addendum No. 1 to Invitation for Bid No. 031416

**GILA COUNTY
REQUEST FOR INVITATION FOR BIDS
TIMBER REGION ASPHALT PATCHING PROJECT
BID CALL 031416**

**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. 031416**

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, May 18, 2016 for the Timber Region Asphalt Patching Project, GILA COUNTY, ARIZONA, BID NO. 031416 in strict accordance with the rules and regulations of Board approved Policies BOS-FIN-002, BOS-FIN-003 and the Gila County Procurement Group Statement of Operating Procedures. **No bids will be accepted after 4:00 P.M. The Bids will be publicly opened and read aloud at 4:00 P.M., Arizona time, at the location and date listed above.**

All Bids shall be made on the Invitation for Bids forms included in the Contract Documents and shall include all applicable taxes.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA, BID CALL NO. 031416". 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 the Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the atomic clock in the Contracts Administrator's office.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County Board of Supervisors reserves the right to reject 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: April 27, 2016 and May 04, 2016

Signed: Michael A. Pastor Date: 4 / 19 / 16
Michael A. Pastor, Chairman of the Board of Supervisors

Signed: Jefferson R. Dalton Date: 4 / 19 / 16
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents and specifications. All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents. The proposal must include the entire bid packet, in triplicate, and the following forms, **all with original signatures**, must accompany the bidders proposal:

- Bid Proposal (pages 73 to 75)
- Price Sheet (pages 76 to 77)
- Surety (Bid) Bond (page 78)
- Qualification & Certification Form (pages 79 to 80)
- Reference List (pages 81)
- Affidavit of Non-Collusion (page 82)
- Subcontracting Certification (page 83)
- Check List & Addenda Acknowledgment (page 84)
- Contract (pages 85-91)
- Contract Performance Bond (page 92)
- Labor and Materials Bond (page 93)
- Contract Performance Warranty (page 94)
- 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. 031416 – TIMBER REGION ASPHALT PATCHING PROJECT**", on the outer most envelope or label. If courier is used, bidder shall instruct the courier to deliver the package by **Wednesday, May 18, 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, May 18, 2016. Bids will be opened at 4:00 P.M., Wednesday, May 18, 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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Notification to Bidders continued...

5. **Arizona Contractor's License** - **Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.

6. **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.

7. **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 Wednesday, May 11, 2016. A response will be issued to all plan holders no later than 3:00 P.M., AZ time, on Friday, May 13, 2016.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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TIMBER REGION ASPHALT PATCHING PROJECT

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Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

SPECIAL PROVISIONS

FOR

TIMBER REGION ASPHALT PATCHING PROJECT

The proposed work is located in the northern part of Gila County. The work consists of removing existing asphalt and aggregate base material and replacing the removed section with a new 2.5 inch asphalt concrete section on top of a 4 inch aggregate base course at various locations on each of the following roads: Forest Service Road No. 512 (Cherry Creek Hill Area), Hunter Creek Drive and Colcord Road (see **APPENDIX B & C**). The total estimated quantity of area to be repaired is 3,057 square yards.

SPECIFICATIONS:

Reference is made to 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 and current revisions.

Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, 2015 Edition.

Wherever reference in the above cited Standard Specifications is made to ADOT it shall refer to Owner as defined in Section 101-02 herein these Special Provisions.

In the event of any conflict between these Special Provisions and the Standard Specifications, these Special Provisions shall prevail.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

GENERAL REQUIREMENTS:

FIRE PREVENTION

If during the project, fire restrictions are implemented the contractor shall be responsible for compliance with Tonto National Forest and Gila County fire prevention measures.

CONTRACT TIME

Contractor shall complete all project work within thirty (30) calendar days from the commencement date as specified on the Notice to Proceed from the County.

Asphalt Edge Treatment

Where new pavement matches existing pavement at the patching location specified as Hunter Creek - A (see **APPENDIX B**) only, the Contractor shall install an asphalt edge per MAG Standard Detail No. 201, Type A (see **APPENDIX A**). Said asphalt edge shall be installed at the beginning and end of the patch and only in the direction of travel, rather than in the shoulder as shown on the detail. There will be no separate measurement or direct payment for this work. The cost being considered as included in the total cost of the contract.

Construction Water

The Contractor shall obtain an adequate water supply and furnish all construction water for the work specified herein. There will be no separate measurement or direct payment for obtaining, furnishing and applying construction water. The cost being considered as included in the total cost of the contract.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

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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.

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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.

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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.

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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.

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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.

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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

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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

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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.

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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.

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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.

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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.

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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*.

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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"**.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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, price sheet, 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

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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 LIMITATION OF OPERATIONS:

The Contractor shall conduct the work at all times in such a manner and in such sequence as will insure the least interference with traffic and the safety of the public and the protection of the workmen. It shall have due regard to the location of detours and to the provisions for handling traffic. It shall not open up work to the prejudice or detriment of work already started. The Engineer may require the contractor to finish a section of work which is in progress before work is started on any additional sections if the opening of such section is essential to public convenience.

Except as required to protect work already accomplished, to provide dust control and for work of a similar nature, no work on Sundays or holidays will be permitted unless written permission is obtained from the Engineer. The contractor shall advise the Engineer at least 24 hours in advance if the contractor elects to work on any Saturday, Sunday or holiday.

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Section 108-Prosecution and Progress continued...

In general, all work shall be performed during daylight hours. If the contractor elects to perform work at night or if the contractor is required to do so in the Special Provisions, the contractor shall furnish, erect and maintain an amount of artificial lighting sufficient for the construction, flagging, inspection, etc. and for the safety of the workers and the traveling public. No night work shall be performed until the Engineer is satisfied that an adequate amount of artificial light has been furnished and placed properly.

108-06 CHARACTER OF WORKERS: Per Section 108.06 of the ADOT Standard Specifications unless modified herein.

108-07 METHODS AND EQUIPMENT: Per Section 108.07 of the ADOT Standard Specifications unless modified herein.

108-GC1 TEMPORARY SUSPENSION OF THE WORK:

The Owner's Engineer shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner's Engineer, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's Engineer's order to suspend work to the effective date of the Owner's Engineer's order to resume the work. Claims for such compensation shall be filed with the Owner's Engineer within the time period stated in the Owner's Engineer's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. The Owner's Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

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Section 108-Prosecution and Progress continued...

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for the continuous flow of traffic.

108-08 DETERMINATION AND EXTENSION OF CONTRACT TIME:

The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

- (a) CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Owner's Engineer. The Owner's Engineer will furnish the Contractor a copy of his weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK (104-02(C)).

The Owner's Engineer shall base his weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal items of work under construction or temporary suspension of the entire work which have been ordered by the Owner's Engineer for reasons not the fault of the Contractor, shall not be charged against the contract time.
- (2) The Owner's Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Owner's Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Owner's Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 105-20(B).
- (5) The Contractor will be allowed one week in which to file a written protest setting forth his objections to the Owner's Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

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Section 108-Prosecution and Progress continued...

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 102-06.

Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

- (b) CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's Engineer's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the final cost bears to the estimated cost in the proposal. Such increase in the contract time shall not consider either the cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

- (c) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner's Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner's Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

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Section 108-Prosecution and Progress continued...

108-09 FAILURE TO COMPLETE ON TIME:

For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 108-08 the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

108-10 DEFAULT AND TERMINATION OF CONTRACT:

The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- (a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (108-02)"; or
- (b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
- (d) Discontinues the prosecution of the work; or
- (e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- (g) Allows any final judgment to stand against him unsatisfied for a period of 10 days; or
- (h) Makes an assignment for the benefit of creditors; or
- (i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner's Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

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Section 108-Prosecution and Progress continued...

If the Contractor or surety, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner's Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner's Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

108-GC2 TERMINATION OF CONTRACT FOR NATIONAL EMERGENCIES:

The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner's Engineer.

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Section 108-Prosecution and Progress continued...

Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

SECTION 109 MEASUREMENT AND PAYMENT:

Measurement will be in place for the completed work, with no allowance for waste, and as may be more particularly described in the description of the various items set forth in the Standard Specifications and as shown on the plans.

No additional payments will be made for work related to any item unless specifically noted and called for in the Proposal. Payment will be made at the unit price or lump sum price bid in the Proposal.

In addition to the requirements set forth in the ADOT Standard Specifications, no measurement or direct payment will be made for the following work. The cost for such work shall be considered as included in the price of other contract items.

- A. Removal and salvage items as called for on the plans, in the Standard Specifications, or these Special Provisions.
- B. Removal, salvage and/or re-installation of existing fence lines.
- C. Sampling, testing, certification, and other quality control actions.
- D. Disposal of surplus, waste or non-salvageable materials.
- E. Grading of drainage ditches and drainage excavation not called out on the plans.
- F. Preparation and submittal of operation, traffic control, and storm water pollution prevention plans, whether specified herein or required by the other agencies.
- G. Obtaining and maintaining any required environmental and/or other permits and licenses.

The quantities set forth in the Proposal are used for the purpose of determining the basis of the award of the Contract, and may be increased or decreased 10% or less by the Owner to conform to the requirements of the work as set forth on the plans, and the Contractor shall agree to perform the work on the basis of the prices bid for the items contained in the Proposal regardless of whether or not the items or units are decreased or increased.

The Owner's Engineer shall have the right to order omitted from the Contract any minor item found unnecessary to the work without violating the Contract or Performance Bond, and without any compensation to the Contractor.

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Section 109-Measurement and Payment continued...

To ensure the Contractor's satisfactory performance of the Contract, progress payments shall be subject to retainage pursuant to A.R.S. §34-221 in the amount of 10% of the approved estimate of the Work performed in the preceding calendar month. When the Work is 50% complete, the retainage shall be reduced to 5% so long as the Contractor is making satisfactory progress. If the Owner determines in writing that the Contractor is not making satisfactory progress at any time, the 10% retainage may be reinstated. In lieu of retainage, the Contractor may post substitute security meeting the requirements of A.R.S. §34-221.

109-01 MEASUREMENT OF QUANTITIES: Per Section 109.01 of the ADOT Standard Specifications unless modified herein.

109-02 SCOPE OF PAYMENT:

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 107-17.

When the "basis of payment" subsection of a specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans or specifications.

Periodic progress payments shall be in accordance with A.R.S. §34-221.

109-03 COMPENSATION FOR ALTERED QUANTITIES:

When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 104-02(A) will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other cause.

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Section 109-Measurement and Payment continued...

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.

- (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.

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Section 109-Measurement and Payment continued...

- (g) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Owner's Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
 - (3) Quantities of material, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contribution and social security tax.

Statements shall be accompanied and supported by receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed, was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense not specifically provided for in the force account work. The total payment made as provided above shall constitute full compensation for such work.

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.

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Section 109-Measurement and Payment continued...

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Owner's Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature and amount of such costs.

109-06 THRU 109-08 BLANK

109-09 ACCEPTANCE AND FINAL PAYMENT:

When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 105-20(B), the Owner's Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Owner's Engineer's final estimate or advise the Owner's Engineer of his objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and Owner's Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's Engineer's estimate under protest of the quantities in dispute and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 105-21.

After the Contractor has approved, or approved under protest, the Owner's Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owners Engineer prior to the release of the final payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 105-21 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental, final estimate.

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

Removal of Structures and Obstructions shall be in accordance with Section 202 of the ADOT Standard Specifications unless modified herein.

202-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for the removal of structures and obstructions.

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Section 202-Removal of Structures and Obstructions continued...

202-5 Basis of Payment: : of the Standard Specifications is revised to read:
Payment for the removal of structures and obstructions shall be considered as included in the total contract cost.

Full compensation for any saw cutting necessary to perform the construction operations specified herein shall be considered as included in the total contract cost.

SECTION 205 GRADING ROADWAY FOR PAVEMENT:

Grading roadway for pavement shall be in accordance with Section 205 of the ADOT Standard Specifications unless modified herein.

205-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for grading roadway for pavement.

205-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for grading roadway for pavement shall be considered as included in the total contract cost.

SECTION 303 AGGREGATE SUBBASES AND AGGREGATE BASES:

Aggregate Base Course shall be Class II in accordance with Section 303 of the ADOT Standard Specifications unless modified herein.

See **APPENDIX B** for aggregate base course placement locations

303-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for aggregate base course.

303-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for aggregate base course shall be considered as included in the total contract cost.

SECTION 404 BITUMINOUS TREATMENTS:

Bituminous Treatments shall be in accordance with Section 404 of the ADOT Standard Specifications unless modified herein.

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Section 404-Bituminous Treatments continued...

404-3.12 Tack Coat: of the Standard Specifications is revised to read:

Tack coat shall be applied prior to placing a bituminous mixture on a primed surface, an existing bituminous surface, or an existing Portland cement concrete pavement surface. Tack coat shall also be applied between layers of bituminous mixtures. A light coat of bituminous material shall also be applied to edges or vertical surfaces against which a bituminous mixture is to be placed.

The contractor shall choose the bituminous material to be used for tack coat. The Engineer must approve the contractor's choice of bituminous material prior to its use.

The bituminous material used for tack coat shall conform to the requirements of Section 1005.

The rate of application for the specific usage will be specified by the Engineer. The following table shows approximate tack coat application rates:

Type of 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.

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Section 404-Bituminous Treatments continued...

The Engineer may either adjust the application rate or, except as specified below, eliminate the use of tack coat in any part of the work if, in the Engineer's judgment, the bituminous mixture to be placed will be effectively bonded to the underlying surface. For asphaltic concrete friction course, asphaltic concrete friction course (asphalt-rubber), or asphaltic concrete (asphalt-rubber), application of the tack coat immediately prior to placing such pavements shall not be eliminated, although the Engineer may adjust the application rate.

Tack coat shall be applied only as far in advance of the placement of the bituminous mixture as is necessary to obtain the proper condition of tackiness. In no event shall more tack coat be applied in one day than will be covered by the bituminous mixture during that same day.

404-4 Method of Measurement: of the Standard Specifications is revised to read:
No separate measurement will be made for bituminous treatments.

404-5 Basis of Payment: of the Standard Specifications is revised to read:
Payment for bituminous treatments shall be considered as included in the total contract cost.

SECTION 409 ASPHALT CONCRETE (MISCELLANEOUS STRUCTURAL):

Asphaltic Concrete Pavement shall be in accordance with Section 409 of the ADOT Standard Specifications except as modified herein.

409-1 Description: of the Standard Specifications is revised to read:

The work under this section shall consist of constructing Asphaltic Concrete (Miscellaneous Structural), hereinafter asphaltic concrete, by furnishing all materials, mixing at a plant, hauling and placing a mixture of aggregate materials, mineral admixture, and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the 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.

See **APPENDIX B** for asphalt concrete placement locations.

409-2.02 Bituminous Material: the first paragraph of the Standard Specifications is revised to read:

Asphalt cement shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be **PG 64-22**.

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Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

409-2.03 Mineral Admixture: the last paragraph of the Standard Specifications is revised to read:

The certification and acceptance of Portland cement, blended hydraulic cement, and hydrated lime shall be in accordance with Materials Policy and Procedure Directive No. 13, "Certification and Acceptance of Hydraulic Cement, Fly Ash, Natural Pozzolan, Silica Fume, and Lime".

409-2.04 Mix Design: the third and fourth paragraphs of the Standard Specifications are revised to read:

The mix design shall be prepared by or under the direct supervision of a professional engineer experienced in the development of mix designs and mix design testing. The mix design shall be provided in a format that clearly indicates all the mix design requirements and shall be sealed, signed, and dated by the mix design engineer.

The mix design shall be prepared by a mix design laboratory that has met the requirements of the Materials Policy and Procedure Directive No. 19, "ADOT System for the Evaluation of Testing Laboratories".

The contractor may propose the use of a mix design that has been developed for a previous project. The proposed mix design shall meet the requirements of these specifications. The contractor shall provide evidence that the type and source of bituminous material, the type of mineral admixture, and the source and methods of producing mineral aggregate have not changed since the formulation of the previous mix design. The contractor shall also provide current test results for all specified characteristics of the mineral aggregate proposed for use. The Engineer will determine if the previously used mix design is suitable for the intended use and if the previous use of the mix design was satisfactory to the Department. The Engineer will either approve or disapprove the proposed mix design. Should the Engineer disapprove the use of the previously used mix design, the contractor shall prepare and submit a new mix design proposal in accordance with the requirements of these specifications.

A previously used mix design older than two years from the date it was formulated, sealed, signed, and dated shall not be allowed for use. Once approved for use on a project, a previously used mix design may be used for the duration of that project.

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Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

409-2.04 Mix Design: the last two paragraphs of the Standard Specifications are revised to read:

The mix design shall meet the following criteria when tested in accordance with the requirements of the following test methods:

Criteria	Requirement	Arizona Test Method
1. Voids in Mineral Aggregate: %, Range	14.5 – 18.5	815
2. Effective Voids: %, Range	5.3 – 5.7	815
3. Absorbed Asphalt: %, Range	0 – 1.0	815

The Engineer reserves the right to adjust the asphalt content during production from the mix design value without additional compensation to the contractor in order to obtain desirable effective voids.

409-2.05 Sampling and Testing: of the Standard Specifications is revised to read:

Sampling and testing the materials and mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture when necessary to determine that they reasonably conform to the requirements specified herein.

409-3.01 General: the ninth, tenth, eleventh, and twelfth paragraphs of the Standard Specifications are revised to read:

All wheels and tires of compactors and other equipment surfaces shall be treated when necessary with a release agent approved by the Engineer in order to prevent the sticking of asphaltic concrete. Release agents which degrade, dissolve, or in any way damage the bituminous material shall not be used. Diesel fuel shall not be used as a release agent.

Asphaltic concrete immediately behind the laydown machine shall be in a thoroughly mixed, free-flowing, and workable condition, be free of lumps and crusts, and have a minimum temperature of 275 degrees F.

All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Engineer deems the use of self-propelled paving machines impractical.

The speed of the paving machine shall be coordinated with the production of the plant and an adequate number of trucks for hauling asphaltic concrete shall be available in order to achieve, as far as practical, a continuous operation.

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Section 409-Asphalt Concrete (Miscellaneous Structural) continued...

Self-propelled paving machines shall spread the mixture within the specified tolerances, without segregation or tearing, true to the line, grade, and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers which will distribute the mixture uniformly in front of adjustable screeds.

409-3.01 General: the seventeenth paragraph of the Standard Specifications is revised to read:

Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

409-4 Method of Measurement: of the Standard Specifications is revised to read:

No separate measurement will be made for asphaltic concrete (miscellaneous structural).

409-5 Basis of Payment: of the Standard Specifications is revised to read:

Payment for the accepted quantities of asphaltic concrete, complete in place, shall be considered as included in the total contract cost.

No direct payment will be made for the bituminous material and mineral admixture in the asphaltic concrete, or the bituminous material for the tack coat and application of the tack coat, the price being considered as included in the total contract cost.

SECTION 701 MAINTENANCE AND PROTECTION OF TRAFFIC:

Maintenance and Protection of Traffic shall be in accordance with Section 701 of the ADOT Standard Specifications, except as modified herein.

701-4 Method of Measurement: 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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT



***Contract Forms are a binding part of
Informal Bid Documents and Awarded Contract.***

CONTRACT FORMS

Proposal	P-1 to P-3
Price Sheet	PS-1 to PS-2
Bid Bond	BB-1
Qualification & Certification	QC-1 to QC-2
Reference List	RL-1
Affidavit of Non-Collusion	ANC-1
Subcontractor Certification	SC-1
Checklist & Addenda Acknowledgment	CK-1
Contract	C-1 to C-7
Contract Performance Bond	CPB-1
Labor and Materials Bond	LMB-1
Contract Performance Warranty	CPW-1
IRS W-9 Form	W-9

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

PROPOSAL (P-1 to P-3)

TO THE GILA COUNTY PUBLIC WORKS DIVISION:

Gentlemen:

The following Proposal is made for **BID NO. 031416 Timber Region Asphalt Patching Project, Gila County, ARIZONA**, in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

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

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Price Sheet, by the quantity thereof actually incorporated in the complete project, as determined by the Public Works Director. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Price Sheet.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economical performance.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Proposal continued...

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work **within thirty (30) Calendar Days from the commencement date as specified on the Notice to Proceed**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Public Works Director, in an amount equal to one hundred (100) percent of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten (10) percent of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name: _____

Corporate Address: _____

Incorporated under the laws of the State of : _____

By (Signature): _____ **Date:** _____

President: _____

Secretary: _____

Treasurer: _____

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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:** _____

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

PRICE SHEET (PS-1 to PS-2)

**TIMBER REGION ASPHALT PATCHING PROJECT
GILA COUNTY, ARIZONA**

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

Firm Name: _____

TOTAL CONTRACT PRICE, for the sum of \$ _____

WRITTEN TOTAL CONTRACT PRICE

_____ **Dollars**

and _____ **Cents.**

This Contract Price is based upon the Bidder's quantities and unit prices tabulated on Page PS-1 of the Proposal. The Bidder agrees that the Contract Price will be payment in full for all work shown on the plans and described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the following Bid Unit Prices.

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

PRICE SHEET (PS-1)

TIMBER REGION ASPHALT PATCHING PROJECT Bid 031416
--

Quantity	Unit	Description	Unit Price	Extension
3,057	SQ. YD.	Asphaltic Concrete Patch	\$ _____	\$ _____
TOTAL BID IN WORDS \$ _____				
<p>*Price to include all applicable taxes and required fees. No tax shall be levied against labor. Payment will be made based on actual quantities.</p>				

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. 031416, TIMBER REGION ASPHALT PATCHING PROJECT

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS '34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

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

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**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 031416-TIMBER REGION ASPHALT PATCHING PROJECT

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 Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

- 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

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**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

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of **Invitation for Bid No. 031416, TIMBER REGION ASPHALT PATCHING PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

Name of Business

Signature of Authorized Representative

Title

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
Proposal	_____
Price Sheet	_____
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: TIMBER REGION ASPHALT PATCHING PROJECT, Gila County, Arizona, Bid No. 031416.** All proposals shall be filed at **Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501**, on or before **Wednesday, May 18, 2016.**

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

**GILA COUNTY
CONTRACT NO. 031416 (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. 031416, TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA** in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the **Owner**, in a good and workmanlike and substantial manner and to the satisfaction of the **Owner** through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the **Owner**, and with such modifications of the same and other documents that may be made by the **Owner** through the Engineer, or his properly authorized agents, as provided herein. Once the Bid has been awarded the bid number 031416 will become the Contract Number.

ARTICLE II - CONTRACT DOCUMENTS: The attached "Call for Bids", "Special Provisions", "Proposal", "Price Sheet", "Bid Bond", "Qualification & Certification Forms", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Employment Laws Acknowledgment", "Checklist & Addenda Acknowledgment", "Performance Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full. In the event of any conflict or any inconsistency in the documents, controlling weight shall be assigned in the following order: the Contract; the Special Provisions; all other documents. The Contract is considered invalid unless signed by the Gila County Board of Supervisors.

ARTICLE III – SAFETY AND LOSS CONTROL: The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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 commencement date on the Notice To Proceed**, and shall be completed within the following limits:

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

Contract continued...

SCHEDULE:

For construction in the contract documents, the project shall be completed within **30 Calendar Days of the commencement date as specified on the Notice To Proceed.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Engineer, to complete the work to the satisfaction of the Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

<u>WORK ITEM</u>	<u>DAILY CHARGE PER CALENDAR DAY</u>
All work not complete within the above specified time after start of work.	\$350.00

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

ARTICLE VII - CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. §38-511** and **GENERAL PROVISION 108-10 DEFAULT AND TERMINATION OF CONTRACT.**

ARTICLE VIII - PAYMENTS: The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before **thirty (30) days** after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per **A.R.S. §34-221(A)(2).**

Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT

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.”

**Invitation for Bids No. 031416
TIMBER REGION ASPHALT PATCHING PROJECT**

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 copies of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of this Contract by the **Contractor**, the **Owner** agrees to pay the amount of \$ _____ **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

The **Contractor** agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Price Sheet for:

**TIMBER REGION ASPHALT PATCHING PROJECT
CONTRACT NO. 031416**

OWNER:

CONTRACTOR:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

Contractor Signature

Print Name

ATTEST:

Witness (If Contractor is Individual)

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Jefferson R. Dalton, Deputy Gila County Attorney, Civil 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: **TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 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: **TIMBER REGION
ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA**, which contract is hereby referred to and made a part
hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully
perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the
original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of
any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms,
conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be
made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void,
otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article
2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the
provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable
attorneys' fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 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:

TIMBER REGION ASPHALT PATCHING PROJECT, GILA COUNTY, ARIZONA,

for a period of **two (2) years** from completion of said work.

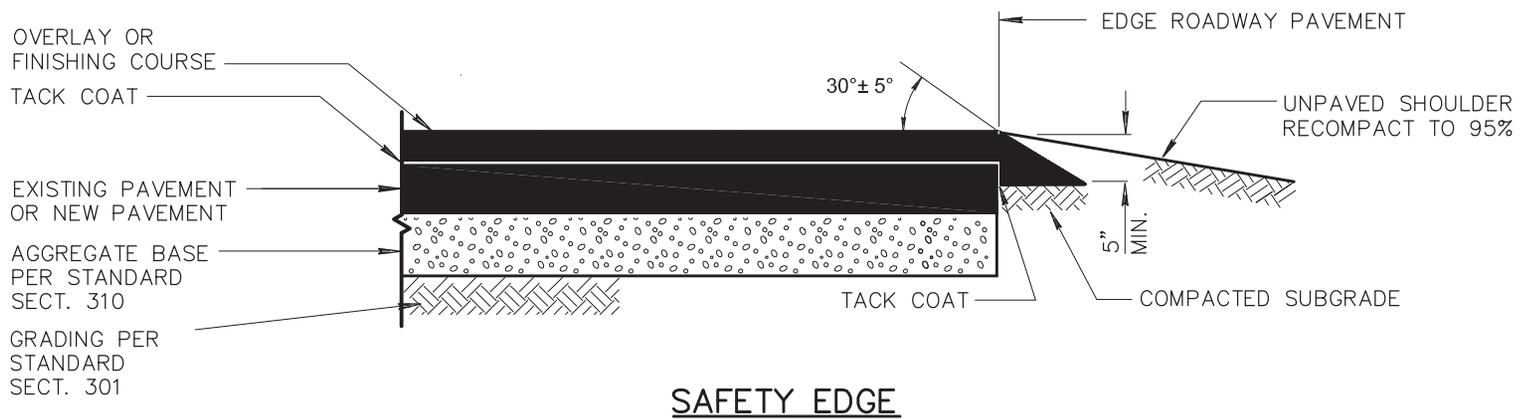
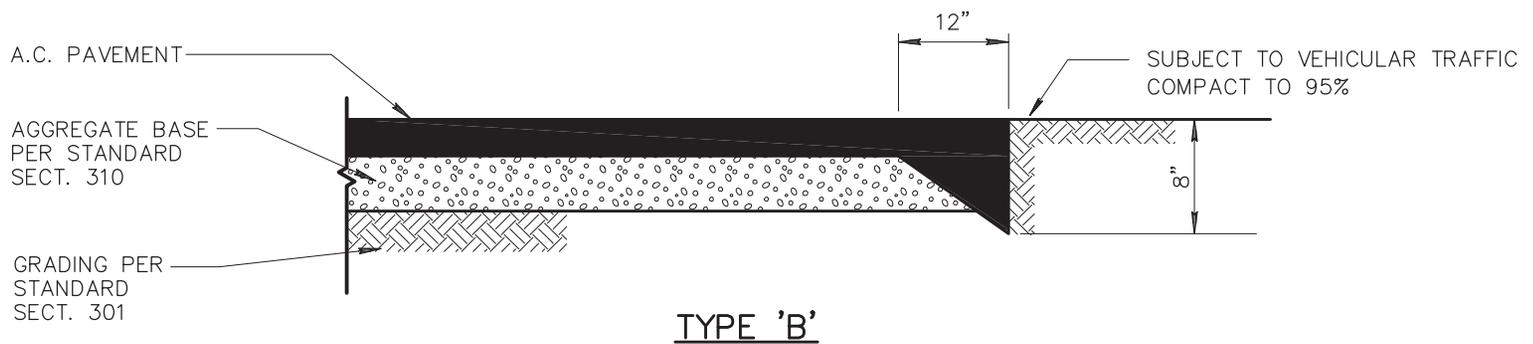
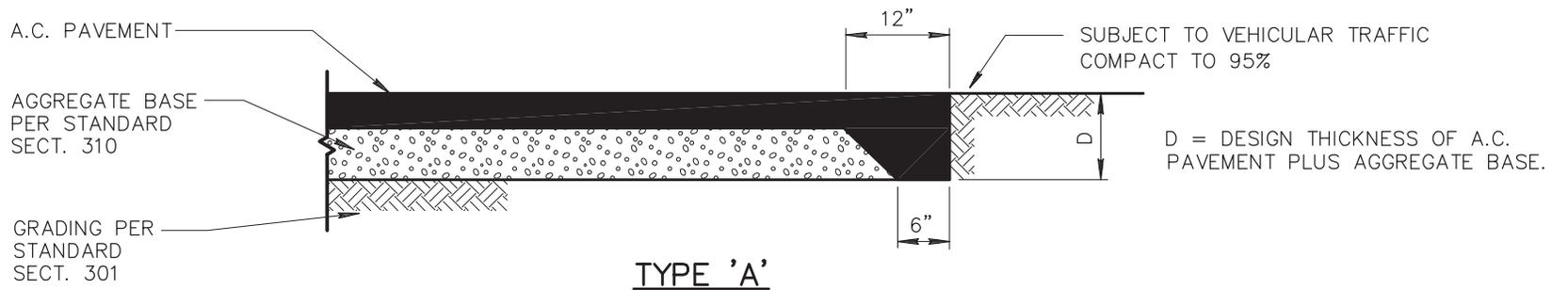
Said work shall be free from defects which would cause the work not to perform in its intended manner.

(Officer, Partner, Owner)

Date

APPENDIX A

(REFERENCED STANDARD DETAILS)



DETAIL NO.

201



STANDARD DETAIL
ENGLISH

ASPHALT PAVEMENT EDGE DETAILS

DATE

01-01-2014

DETAIL NO.

201

APPENDIX B

(PATCHING LOCATIONS)

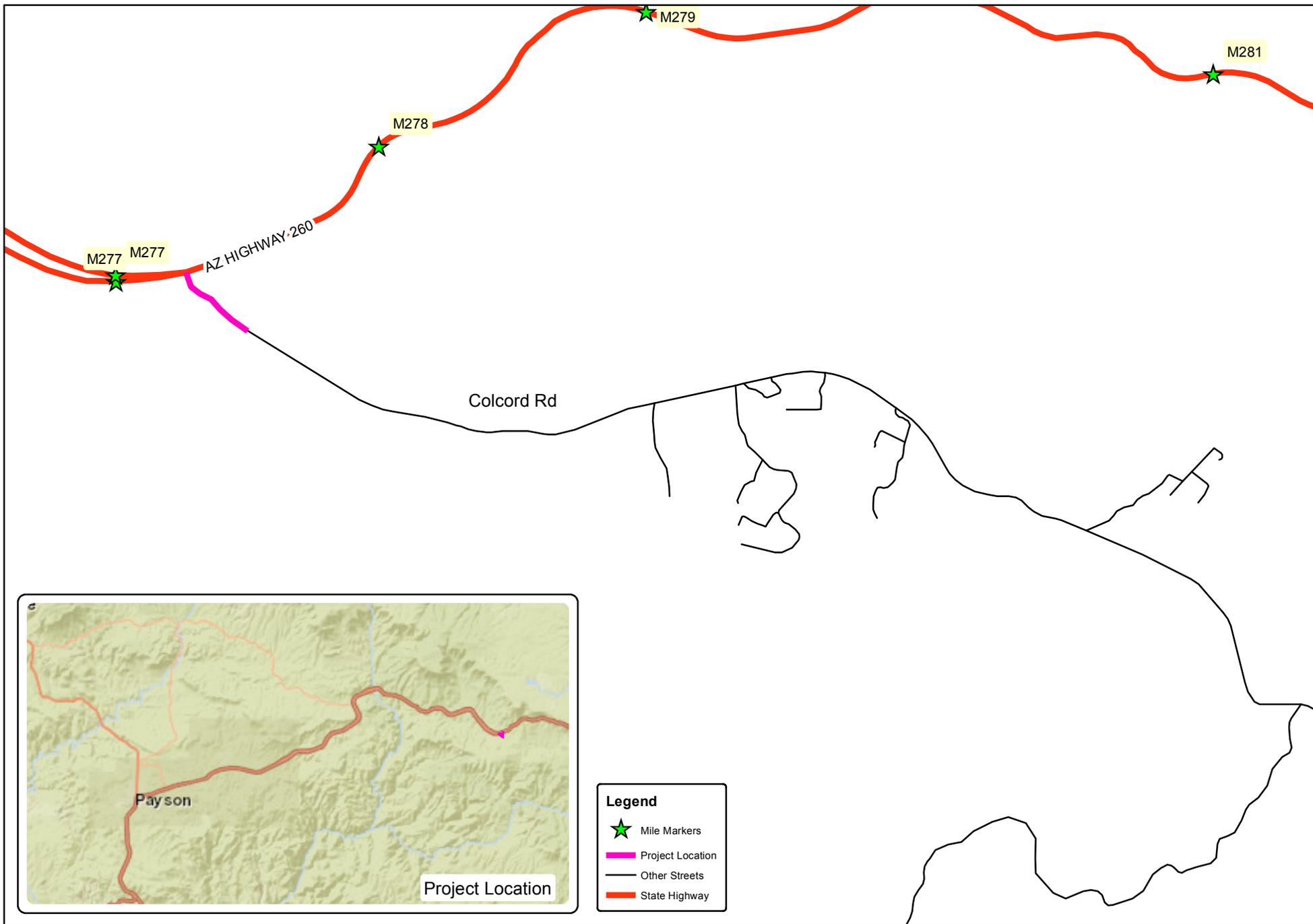
APPENDIX B

TIMBER REGION ASPHALT PATCHING LOCATIONS

<u>LOCATION</u>	<u>LENGTH</u> <u>(FT)</u>	<u>WIDTH</u> <u>(FT)</u>	<u>AREA</u> <u>(SQ YD)</u>
COLCORD RD - A	36	10	40.00
COLCORD RD - B	171	30	570.00
COLCORD RD - C	30	6	20.00
FS512 RD - A	25	15	41.67
FS512 RD - B	12	15	20.00
FS512 RD - C	18	9	18.00
FS512 RD - D	31	10	34.44
FS512 RD - E	25	9	25.00
FS512 RD - F	18	9	18.00
FS512 RD - G	18	8	16.00
FS512 RD - H	20	12	26.67
FS512 RD - I	45	9	45.00
FS512 RD - J	33	12	44.00
FS512 RD - K	85	11	103.89
HUNTER CRK - A	640	24	1,706.67
HUNTER CRK - B	30	15	<u>50.00</u>
	SUBTOTAL		2,779.33
	10% OF TOTAL		277.93
	TOTAL		3,057.27

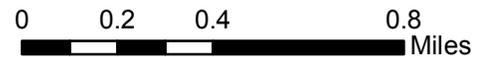
APPENDIX C

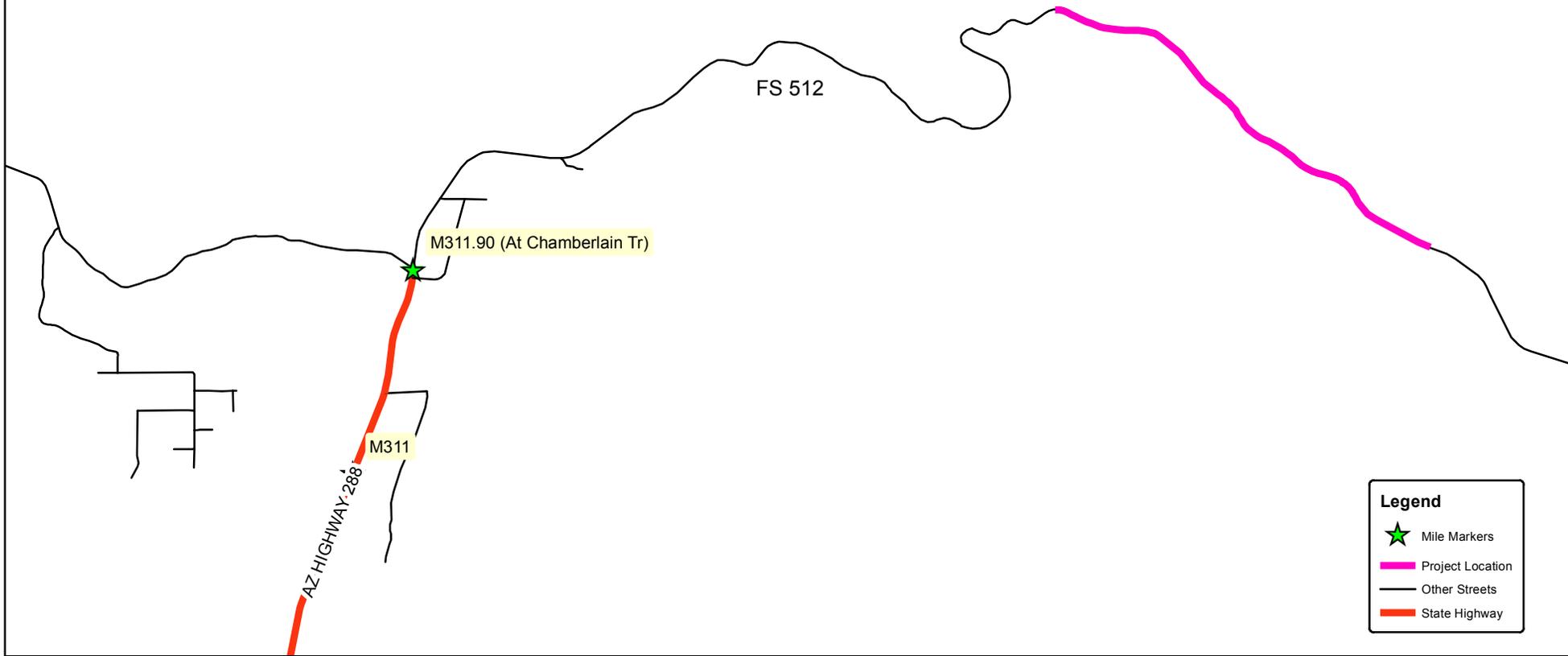
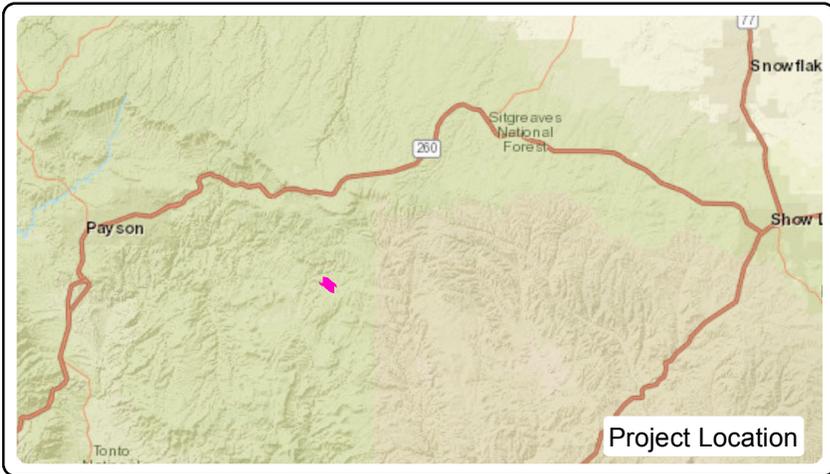
(PATCHING LOCATION MAPS)



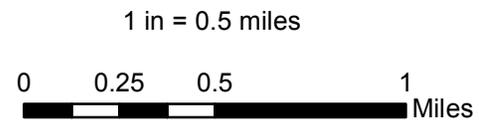
Colcord Rd

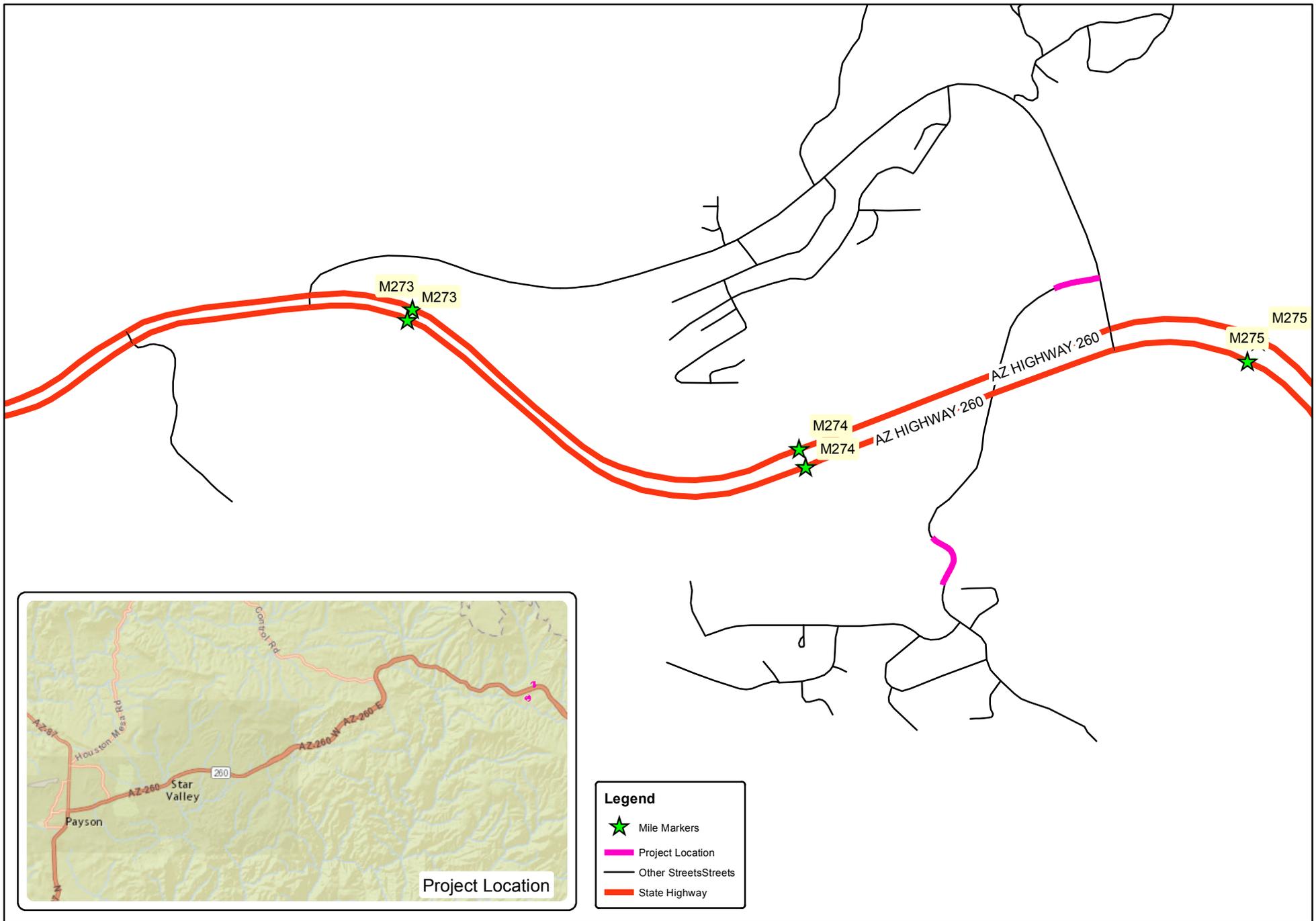
1 in = 0.4 miles





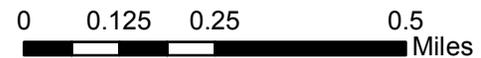
FS 512 - Bottom





Hunter Creek Dr

1 in = 0.25 miles



PLAN HOLDER LIST

GILA COUNTY



Due Date: 05/18/2016

Title Timber Region Asphalt Project

PLAN HOLDER LIST

Bid No: 031416

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME
Intermountain West	bids@imwcc.net	480-745-5456	Robert
Sunland Asphalt	ccherry@sunlandasphalt.com	602-639-1247	Chance Cherry
Roy Haught Excavating	haughtroy@yahoo.com	928-474-2454	Debbie
Payson Concrete & Materials	pcmpsn@gmail.com	928-474-2231	Tony McDaniel
Sullivan Paving	sulpave@cableone.net	928-425-4430	Randy Sullivan
Arizona Pavement Profiling	jacks@nesbitts.com	480-966-6094	Jack Sawyer
RD Sanders Construction	rsanders@msn.com	602-920-9304	Randy Sanders
Western States Profiling	bgallimore@wspinc.net	602-809-3152	Bryan Gallimore
Midstate Asphalt Services, LLC	midstateasphalt@yahoo.com	928-978-5728	Paul Randall

GILA COUNTY



Due Date: 05/18/2016

Title Timber Region Asphalt Project

PLAN HOLDER LIST

Bid No: 031416

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME
-----------	-----------------	-----------	--------------

PLAN HOLDER LIST

State Constructors	brpave1@hotmail.com	928-978-0440	Buddy Randall
Blue Book	aphillips@thebluebook.com	855-805-2560 ext 309	Anglea Phillips
Dodge Data & Analytics	Breanna.treto@construction.com	626-737-7447	Breanna Treto
Waltz Construction	jeff@waltzconstruction.com	480-759-9622	Jeff Baer
Cactus Asphalt	jabram@cactusasphalt.com	602-377-5651	Jeff Abram
Alliance Street Works	ed.alliance@yahoo.com	928-567-8696	Ed Riddell
Hatch Construction & Paving	robin@hatchmaterials.com	928-457-6564	Robin Hargrav
Regional Pavement Maintenance	justin@regionalaz.com	602-677-4870	Justin Kloszew
NGU Contracting	ngucontracting@gmail.com	602-694-3301	Jimmy Johnson

GILA COUNTY



Timber Region Asphalt
Project

Due Date: 05/18/2016

Title

PLAN HOLDER LIST

Bid No: 031416

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME
Mangum Civil Constructors	l.plante@mangumgroup.com	928-970-1286	Luke Plante
Gold Horizon Contracting	goldhorizoncontracting@gmail.com	602-413-2013	Steve Green
Dalmolin Excavating	dalmolinexc@cableone.com	928-425-2256	
EW Parker Enterprises	wparkerenterprises@hotmail.com	928-978-0902	EW Parker
Stodghill Excavating	office2@stodghilltrucking.com	928-476-3554	
5D Mining and Construction	dusty5d@live.com	928-200-8697	Ben Dalmolin

PLAN HOLDER LIST

Oddonetto Construction	moddonetto@oddonetto.net	928-425-3605	Michael Oddo
Southern Arizona Paving	jelias@southernazpaving.com	520-745-8181	Joe Elias
Black Mountain Excavating	blackmountainexcavating@hotmail.com	928-474-5322	Lori

GILA COUNTY



Timber Region Asphalt

Due Date: 05/18/2016

Title Project

PLAN HOLDER LIST

Bid No: 031416

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME
Visus Engineering Construction	jkerr@visusinc.com	480-833-8268	Robert Smith
J4 Excavating	j4excavating@yahoo.com	928-978-8837	Estimating
DD Haught Construction	dd.haught@yahoo.com	928-472-8846	Hooter
Rodriguez Constructions	art@rodriguez-az.com	928-425-7244	Art
D J Company	djsco50@hotmail.com	928-425-0602	Spiro
Perkins Cinders	pci@citlink.net	928-537-2008	Brandon
Combs Construction Company	patrick@combsaz.com	480-381-1747	Patrick Waters
Rummel Construction	agribler@rummelconstruction.com	480-222-9922 ext 222	Amber Gribler
NGU Contracting	john@ngucontracting.com	480-738-9758	John Johnson

GILA COUNTY



PLAN HOLDER LIST



Timber Region Asphalt

Due Date: 05/18/2016

Title Project

PLAN HOLDER LIST

Bid No: 031416

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME
Ricor, Inc.	bryan@ricorinc.com	602-437-0202	Bryan Normar
ACE Asphalt	harraht@aceasphalt.com	602-304-4068	Tim Harrah
ABC Asphalt	erica@abcasphalt.com	602-377-1282	Dave McKelvie
Tiffany Construction	jtiffany@tiffanyconst.com	928-322-4447	Boomer Schle
Pima Paving	howie@pimapaving.com	520-404-1323	Howard Stoug
Meadow Valley Construction	jorci@accbuilt.com	623-330-9352	Jesus Orci
Cholla Pavement	heather@rikosheacontracting.com	480-893-1044	Heather

PLAN HOLDER LIST

: Patching

VE	DATE	PLANS	ADDENDUM
	4/19/2016	IFB	
/	4/19/2016	IFB	
	4/19/2016	IFB	
el	4/19/2016	IFB	
l	4/19/2016	IFB	
	4/19/2016	IFB	
s	4/19/2016	IFB	
re	4/19/2016	IFB	
	4/19/2016	IFB	

: Patching

VE	DATE	PLANS	ADDENDUM
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PLAN HOLDER LIST

netto	4/19/2016	IFB	
	4/19/2016	IFB	
	4/19/2016	IFB	

: Patching

VE	DATE	PLANS	ADDENDUM
	4/19/2016	IFB	
s	4/19/2016	IFB	
-	4/19/2016	IFB	
	4/19/2016	IFB	

PLAN HOLDER LIST

: Patching

VE	DATE	PLANS	ADDENDUM
rd	4/19/2016	IFB	
	4/19/2016	IFB	
e	4/19/2016	IFB	
sever	4/19/2016	IFB	
h	4/19/2016	IFB	
	4/19/2016	IFB	
	4/19/2016	IFB	

ARF-3778

Regular Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 06/07/2016

Submitted By: Don McDaniel
Jr., County
Manager

Department: County Manager

Fiscal Year: FY16 Budgeted?: Yes

Contract Dates 07/01/16 to Grant?: No

Begin & End: 06/30/17

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Annual Compensation Plan and Employee Pay Consumer Price Index Adjustment

Background Information

In November of 2012, the Board of Supervisors approved a lump sum payment to employees based upon the increase in the Consumer Price Index (CPI). The 1.7% payment was the first pay increase employees had received since January 2008. In July of 2013, the Board approved a performance based lump sum payment to employees ranging from 1.5% to 3.5% based upon the individual's performance. In December of 2013, the Board approved a lump sum payment to employees based upon the 1.8% increase in the CPI. In June of 2014, the Board approved a performance based lump sum payment to employees ranging from 1.5% to 3.5% based upon the individual's performance. Lump sum increases were provided to employees rather than increases to their rate of pay because the County was undergoing a complete Classification and Compensation Study to provide internal equity and external parity in employees' pay.

In July of 2014, the Class and Comp Study was implemented and all but a few recent hires were given salary increases. The cost to the County was approximately \$1.3M.

In July of 2015, the Board of Supervisors approved a 1.8% adjustment to the Compensation Plan and provided a 1.8% pay increase to all employees based upon the change in the Consumer Price Index.

In January of 2016, the Board of Supervisors approved Performance Pay increases for all eligible employees ranging from 1% to 3% based upon their Performance Appraisal scores.

Evaluation

It is important to keep the Compensation Plan which was adopted in July of 2014, up to date. The primary way to keep the plan current is to adjust the plan annually based upon the change in the CPI. The Compensation Plan was adjusted by the Board of Supervisors in June of 2015.

The Index for the Unadjusted 12 Months Ended March 31, 2016 shows an increase of 2.0% for all items less energy. The entire Compensation Plan without regard for the employees within the Plan should be adjusted upwards by 2.0% so that the minimum and maximum would increase in each grade. This will prevent the Class & Comp Plan from being out of date and irrelevant in 3 to 5 years. Also to keep the Plan current, as jobs change and the market changes, the Human Resources Department will consider job reclassifications as appropriate.

In addition to the annual Plan adjustment, employees should also be considered for commensurate increases in their pay. A 2.0% increase is proposed for all employees hired and on the payroll on June 27, 2016, which is the beginning of the first pay period in FY17. Employees would see the increase in their checks of July 15, 2016.

This increase is estimated to cost the County approximately \$575,000, and sufficient funds have been budgeted in the Tentative FY17 Budget. The Tentative Budget will be considered for adoption by the Board at the Regular Meeting of June 21, 2016.

Conclusion

Adjusting the Classification and Compensation Plan annually by an amount equal to the change in the Consumer Price Index is critically important to keeping the Plan current and relevant. Many plans become outdated and irrelevant within a few years of adoption because they are not maintained. The cost to the County to have the Study done and to implement the Plan would soon be lost if we don't maintain it properly.

According to the Bureau of Labor Statistics, the cost of living has increased year over year, March 2015 to March 2016. Employees' pay should keep pace with this increase. The 2.0% increase for employees is the right thing to do and it appears that sufficient funds are available for the Board of Supervisors to provide the raise.

Recommendation

The Administrative Team recommends that the Board of Supervisors implement the annual adjustment to the Compensation Plan based upon the annual increase in the Consumer Price Index (March 2015 to March 2016) equal to 2.0%; and further, adjust all employee salaries by 2.0% effective June 27, 2016.

Suggested Motion

Information/Discussion/Action to approve Attachment A to this agenda item, which is the annual adjustment to the Compensation Plan based upon the annual increase in the Consumer Price Index equal to 2.0% and adjust all employees' salaries by 2.0% effective June 27, 2016. **(Don McDaniel)**

Attachments

Attachment A-2016 Salary Structure

Attachment B-2015 Salary Structure



Gila County Salary Structure

Effective June 27, 2016

Grade	Salary Range		
	Minimum	Midpoint	Maximum
110	\$15,103	\$20,011	\$24,920
120	\$15,897	\$21,064	\$26,231
130	\$16,693	\$22,117	\$27,542
140	\$17,526	\$23,223	\$28,919
150	\$18,403	\$24,385	\$30,366
160	\$19,324	\$25,604	\$31,884
170	\$20,290	\$26,884	\$33,478
180	\$21,304	\$28,228	\$35,152
190	\$22,369	\$29,639	\$36,910
200	\$22,634	\$31,122	\$39,609
210	\$23,765	\$32,677	\$41,589
220	\$24,954	\$34,312	\$43,669
230	\$26,201	\$36,027	\$45,852
240	\$27,511	\$37,828	\$48,145
250	\$28,887	\$39,719	\$50,553
260	\$30,332	\$41,706	\$53,080
270	\$31,756	\$43,665	\$55,573
280	\$33,344	\$45,848	\$58,352
290	\$35,011	\$48,140	\$61,269
300	\$36,762	\$50,547	\$64,334
310	\$38,600	\$53,075	\$67,549
320	\$39,807	\$55,729	\$71,651
330	\$41,796	\$58,515	\$75,233
340	\$43,886	\$61,441	\$78,995
350	\$46,080	\$64,513	\$82,945
360	\$48,384	\$67,738	\$87,092
370	\$50,804	\$71,126	\$91,447
380	\$53,344	\$74,682	\$96,019
390	\$56,011	\$78,416	\$100,821
400	\$58,812	\$82,337	\$105,861
410	\$61,752	\$86,454	\$111,154
420	\$64,840	\$90,777	\$116,712
430	\$66,888	\$95,315	\$120,398
440	\$70,232	\$100,080	\$126,417
450	\$73,743	\$105,085	\$132,739
460	\$77,431	\$110,339	\$139,375
470	\$81,303	\$115,856	\$146,344
480	\$85,368	\$121,649	\$153,662
490	\$91,237	\$127,731	\$164,226
500	\$95,798	\$134,118	\$172,437



Gila County Salary Structure

Effective June 29, 2015

Grade	Salary Range		
	Minimum	Midpoint	Maximum
110	\$ 14,807	\$ 19,619	\$ 24,431
120	\$ 15,586	\$ 20,651	\$ 25,717
130	\$ 16,365	\$ 21,683	\$ 27,002
140	\$ 17,183	\$ 22,768	\$ 28,352
150	\$ 18,042	\$ 23,907	\$ 29,770
160	\$ 18,945	\$ 25,102	\$ 31,259
170	\$ 19,892	\$ 26,357	\$ 32,821
180	\$ 20,886	\$ 27,674	\$ 34,462
190	\$ 21,931	\$ 29,058	\$ 36,186
200	\$ 22,190	\$ 30,511	\$ 38,833
210	\$ 23,299	\$ 32,036	\$ 40,774
220	\$ 24,465	\$ 33,639	\$ 42,813
230	\$ 25,687	\$ 35,321	\$ 44,953
240	\$ 26,972	\$ 37,087	\$ 47,201
250	\$ 28,321	\$ 38,941	\$ 49,561
260	\$ 29,737	\$ 40,888	\$ 52,039
270	\$ 31,133	\$ 42,809	\$ 54,483
280	\$ 32,690	\$ 44,949	\$ 57,208
290	\$ 34,325	\$ 47,197	\$ 60,068
300	\$ 36,041	\$ 49,556	\$ 63,072
310	\$ 37,843	\$ 52,034	\$ 66,225
320	\$ 39,026	\$ 54,636	\$ 70,246
330	\$ 40,977	\$ 57,367	\$ 73,758
340	\$ 43,026	\$ 60,236	\$ 77,446
350	\$ 45,177	\$ 63,248	\$ 81,319
360	\$ 47,436	\$ 66,410	\$ 85,385
370	\$ 49,808	\$ 69,731	\$ 89,654
380	\$ 52,298	\$ 73,218	\$ 94,136
390	\$ 54,913	\$ 76,878	\$ 98,844
400	\$ 57,659	\$ 80,722	\$ 103,785
410	\$ 60,541	\$ 84,759	\$ 108,975
420	\$ 63,569	\$ 88,997	\$ 114,423
430	\$ 65,577	\$ 93,446	\$ 118,037
440	\$ 68,854	\$ 98,118	\$ 123,938
450	\$ 72,297	\$ 103,025	\$ 130,136
460	\$ 75,912	\$ 108,176	\$ 136,642
470	\$ 79,708	\$ 113,584	\$ 143,475
480	\$ 83,694	\$ 119,264	\$ 150,649
490	\$ 89,448	\$ 125,226	\$ 161,006
500	\$ 93,920	\$ 131,488	\$ 169,056

ARF-3774

Consent Agenda Item 5. A.

Regular BOS Meeting

Meeting Date: 06/07/2016

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Application for Fireworks Display sponsored by Freeport-McMoRan, Inc., Miami Operations.

Background Information

For many years a local copper mining company, presently known as Freeport-McMoRan, Inc., Miami Operations, has provided the local community with a 4th of July fireworks display at the location of the mine.

Evaluation

All applications are submitted to the Clerk of the Board of Supervisors, which are ultimately presented to the Board of Supervisors for approval. Fireworks Productions of Arizona has submitted an application on behalf of Freeport-McMoRan for its Monday, July 4, 2016, fireworks display.

Conclusion

The required certificate of liability insurance is attached to the application; Sheriff J. Adam Shepherd has signed the application; and AJ Howell, Tri-City Fire District Battalion Chief, has submitted a letter approving of this fireworks display; therefore, all of the required information is attached for the Board of Supervisors' review/decision.

Recommendation

The Board of Supervisors' approval of this application is recommended by the Clerk of the Board.

Suggested Motion

Approval of an Application for Fireworks Display submitted by Fireworks Productions of Arizona and sponsored by Freeport-McMoRan, Inc., to provide a fireworks display on Monday, July 4, 2016, at the Miami Operations mine site of Freeport-McMoRan, Inc.

Attachments

Application for Fireworks Display

APPLICATION FOR FIREWORKS DISPLAY

To: **Gila County Board of Supervisors**

Application is hereby made for the granting of a permit to conduct a supervised fireworks display on (Date) 07/04/16 at (Address) #1 Tailings, to be sponsored by (Name of Organization) Freeport McMoran.

Applicant states that Ernie Baca will be in charge of this display and responsible for the acts performed thereby; and person to direct this display in such a manner that it will not be hazardous to property or endanger any person.

Sarah Harris Director of Display Ernie Baca w/ Fireworks Productions of Arizona Person in charge of premises where display is located.

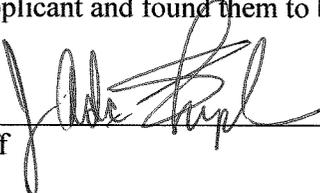
Attached hereto is a surety bond or certificate of liability insurance in a principal amount of \$ 10,000,000.00 but not less than \$1,000,000, conditioned upon payment of all damages which may be caused to persons or property by reason of the display, as provided by law.

APPROVAL OF FIREWORKS DISPLAY BY FIRE DISTRICT

LETTER OF APPROVAL FROM LOCAL FIRE DISTRICT ENCLOSED

APPROVAL OF FIREWORKS DISPLAY BY SHERIFF

I have investigated the premises described by the applicant and found them to be satisfactory and found him to be a competent operator.



Sheriff

PERMIT FOR FIREWORKS DISPLAY

The application of the _____, having been filed with the undersigned Board of Supervisors, pursuant to A.R.S. §36-1603, together with proper bond as provided by law and same having been approved by the Sheriff.

Permission is heretofore and hereby granted to _____ to conduct a fireworks display at (Address) _____, AND IN THE EVENT OF POSTPONEMENT OF SAID SHOW, said display be given not later than one week from date specified above. The permit granted hereunder shall not be assignable.

DATED this _____ day of _____ 20____.

GILA COUNTY BOARD OF SUPERVISORS

By: _____

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

FIREWORKS DISPLAY BOND

Bond No. AZ 423907

KNOW ALL PERSONS BY THESE PRESENTS, that we

FIREWORKS PRODUCTIONS OF ARIZONA LTD

as Principal, and MERCHANTS BONDING COMPANY (MUTUAL), a corporation organized under the laws of the State of Iowa, and duly authorized and licensed to do business in the State of Arizona, as Surety, are firmly bound unto GILA COUNTY

State of Arizona
in the sum of One Thousand Dollars DOLLARS (\$\$1,000.00) lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal FIREWORKS PRODUCTIONS OF ARIZONA LTD desires to have a permit for Fireworks Display and in order to have such display it is necessary for said FIREWORKS PRODUCTIONS OF ARIZONA LTD

to execute a surety bond in the amount of One Thousand Dollars Dollars (\$ \$1,000.00) conditioned for the payment of all damages which may be caused to persons or property by reason of the permitted display as provided in Chapter 46, Arizona Legislative Session Laws of 1941.

NOW, THEREFORE, if the said FIREWORKS PRODUCTIONS OF ARIZONA LTD well and truly observe, carry out, perform and comply with all requirements, terms and provisions of the Ordinances of the Board of Supervisors of GILA County, State of Arizona, conditioned for the payment of all damages which may be caused to persons or property by reason of the permitted display as provided in Chapter 46, Arizona Legislative Session Laws of 1941, for a period from 12:01 A.M. May 17, 2016 to 12:01 A.M. May 17, 2017 then this obligation to be void, and of no effect.

SIGNED, sealed and dated this 1st day of March, 2016.

FIREWORKS PRODUCTIONS OF ARIZONA LTD
Principal

MERCHANTS BONDING COMPANY (MUTUAL)
By Eli Krambeer
Attorney-in-fact Eli Krambeer



TRI-CITY FIRE DISTRICT

P.O. Box 83
CLAYPOOL, AZ 85532



PHONE: 928-425-0815 FAX: 928-425-5392

April 13, 2016

Gila County Board of Supervisors
1400 E. Ash St.
Globe, AZ 85501

Chairperson of the Board,

The Tri-City Fire District in partnership with Freeport-McMoRan Miami and Fireworks Products of Arizona, will again work together to provide the community 4th of July show. We will have personnel and equipment on hand, as we have for over twenty years, to minimize the possibility of fire impacting our community during this wonderful event.

We are in contact with and support of the FMI and the Pyrotechnician's from the planning stage through the show itself.

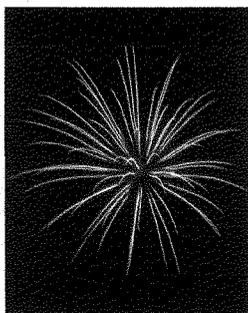
I thank you in advance for any support of this community project and if I can be of any assistance, please don't hesitate to contact me by email (chf13@hotmail.com) or by phone (928-812-2991).

Sincerely,

A handwritten signature in black ink, appearing to read "AJ Howell".

AJ Howell, Battalion Chief
Tri-City Fire District

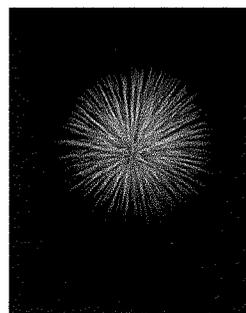
Exhibit A



FREEMPORT – MCMORAN Copper & Gold MIAMI

Monday, July 4, 2016

TOTAL AERIAL EFFECTS 663



Opening: *Your show begins with: **25** – 3” Titanium Salutes*

Aerial Display:

A large assortment of brilliantly-colored shells, including Chrysanthemums, Rings, Various Shapes, Waves, Crowns, Peonies, Strobes, Double Rings, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.

Your Aerial Display will contain a total of **564** aerial shells.

- 2.5” - **2** 36 Shot Color or Titanium Salute Finale Box
- 3” - **72** Chinese Fancy’s & Specials
- 4” - **180** Chinese Fancy’s & Specials
72 Designer Specials
- 5” - **72** Chinese Fancy’s & Specials
18 Designer Pattern Specials
- 6” - **45** Chinese Fancy’s & Specials
18 Designer Pattern Specials
- 8” - **15** Chinese Fancy’s & Specials

GRANDE FINALE:

Your celebration will close in spectacular excitement with multiple styles of brilliantly-colored shells.

Your Grande Finale consists of **74** aerial shells:

Your Grande Finale: **49** - 3” shells, **20** – 4” shells, **3** - 6” shells and **2** – 8” shells.

Designed by: Fireworks Productions of Arizona



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2016

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 Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C No, Ext): 216-658-7100		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED FPA, Ltd. 17034 S 54th St Chandler AZ 85226	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :Everest National Insurance Company		10120
	INSURER B :Maxum Indemnity Company		26743
	INSURER C :Everest Indemnity Insurance Co.		10851
	INSURER D :Travelers Property Casualty Co. of		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER: 853581440** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		SI8ML00014-151	10/9/2015	10/9/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y		SI8CA00008-151	10/9/2015	10/9/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		EXC6017189-04	10/9/2015	10/9/2016	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6JUB-2E48371-0-14 (AZ)	10/9/2015	10/9/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Date of Display: July 4, 2016
Location of Display: Miami Arizona
Additional Insured(s): Freeport McMoran Copper & Gold Inc., and Phelps Dodge Operation and their subsidiaries, as their interests may appear, are named as additional insured. Waiver of subrogation in favor of Freeport McMoran Copper and Gold Inc., and Phelps Dodge Corporation and their subsidiaries. Contractual liability coverage applies.

CERTIFICATE HOLDER

CANCELLATION

Freeport McMoran Copper & Gold Inc. Freeport-McMoran Miami Inc District 707 PO Box 4444 Claypool AZ 85532	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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Site Map

Maximum Shell Size: **8" Shells**

Fireworks Productions of Arizona

480-948-0090

Info@fireworksaz.com

ARF-3773

Consent Agenda Item 5. B.

Regular BOS Meeting

Meeting Date: 06/07/2016
Submitted For: Kendall Dee Rhyne, Chief Probation Officer
Submitted By: Sylvia Hernandez, Chief Administrative Officer
Department: Superior Court Division: Probation Department
Fiscal Year: FY 2016-2017 Budgeted?: Yes
Contract Dates 07/01/2016-06/30/2017 Grant?: No
Begin & End:
Matching Yes Fund?: Renewal
Requirement?:

Information

Request/Subject

Resolution No. 16-06-01 for Probation Department's participation in the FY 2016-2017 Family Counseling Program.

Background Information

For the past fifteen years, Gila County has been providing a matching fund requirement for the Gila County Probation Department to participate in the Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

Evaluation

As provided for in A.R.S. 8-264, a county may elect to participate in the Family Counseling Program by resolution of the county's board of supervisors. The supreme court shall then certify a list of counties which have elected to participate and shall inform those counties of the amounts of funding available to them.

The court shall certify that the amount expended by the county for purposes of determining matching funds has been utilized to supplement, not supplant, county or state funds that would otherwise be available for family counseling services.

The court shall certify that the amount of aid provided by the state and county to a family counseling program does not exceed seventy percent of the program's annual operating budget.

Conclusion

The monies for this program provide services for strengthening family relationships and prevention of juvenile delinquency. In the past, when the Board of Supervisors has adopted this resolution, the County Finance Department has allocated the cash match requirement to the Probation General Fund under line item 4340-45 - Miscellaneous matching funds expense.

Recommendation

The Gila County Probation Department recommends the adoption of Board Resolution No. 16-06-01 certifying that the Board of Supervisors will provide \$1,713 in matching funds for the participation in the Family Counseling Program.

Suggested Motion

Approval to adopt Resolution No. 16-06-01 authorizing Gila County Probation Department's participation in the FY 2016-2017 Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, and certifying that a matching fund requirement of \$1,713 for the program will be provided by the County.

Attachments

Resolution No. 16-06-01



RESOLUTION NO. 16-06-01

A RESOLUTION AUTHORIZING GILA COUNTY PROBATION DEPARTMENT'S PARTICIPATION IN THE FY 2016-2017 FAMILY COUNSELING PROGRAM THROUGH THE ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS, JUVENILE JUSTICE SERVICES DIVISION, AND CERTIFYING THAT A MATCH FUND REQUIREMENT OF \$1,713 FOR THE PROGRAM WILL BE PROVIDED BY THE COUNTY.

WHEREAS, the Gila County Probation Department has been participating in the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division's Family Counseling Program for many years as provided for in Arizona Revised Statutes, Sections 8-261 through 8-265; and,

WHEREAS, the Family Counseling Program has proved to be beneficial by providing counseling to Gila County youth who have come to the attention of the court along with their families and siblings in an effort to address family problems that may be contributing to unlawful behavior; and

WHEREAS, the Gila County Probation Department requests that the Board of Supervisors authorize its continuation in the Family Counseling Program for fiscal year 2016-2017 and certify that \$1,713 will be provided as a match fund requirement;

NOW, THEREFORE, we, the members of the Gila County Board of Supervisors do hereby authorize the Gila County Probation Department's participation in the FY 2016-2017 Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, and certify that a match fund requirement of \$1,713 for the program will be provided by the County.

PASSED AND ADOPTED this 7th day of June 2016, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Clerk of the Board

Michael A. Pastor, Chairman

Approved as to form:

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

ARF-3775

Consent Agenda Item 5. C.

Regular BOS Meeting

Meeting Date: 06/07/2016

Reporting Period: April 2016

Submitted For: Anita Escobedo, Clerk of the Superior Court

Submitted By: Vicki Aguilar, Chief Deputy Clerk of the Superior Court

Information

Subject

Clerk of the Superior Court's Office monthly activity report for April 2016.

Suggested Motion

Acknowledgment of the April 2016 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

April 2016 Monthly Report

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

CLERK'S REPORT

FOR

APRIL 2016

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 APRIL 2016.



ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 10TH day of MAY 2016.



Vicki S. Aguilar
Chief Deputy

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 5/11/2016 9:07:42 AM

Criteria : From Date : 4/1/2016 To Date : 4/30/2016

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	\$14000.86		(\$8146.01)		\$5854.85	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$12730.83			(\$2000.00)	\$10730.83	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2898.31		\$7.65		\$2905.96	\$145.30
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$12.42				\$12.42	\$0.62
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$99.43				\$99.43	\$4.97
		ZVAPB	30% INTERSTATE COMPACT			\$1.22		\$1.22	\$0.06
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$325.00		\$88.60		\$413.60	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$66.04		\$0.18		\$66.22	\$3.31
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$1462.50				\$1462.50	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$337.21				\$337.21	\$16.86
		ZFEE	BASE FEES (GENERAL FUND)	\$6006.98		\$16.05		\$6023.03	\$301.15
		ZFINE	BASE FINES	\$4839.70		\$798.38		\$5638.08	\$281.90

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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	ZFORF	BOND FORFEITURES				\$2000.00	\$2000.00	\$100.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$912.99				\$912.99	\$45.65
		ZCEF	CLEAN ELECTIONS FUND	\$553.76		\$131.00		\$684.76	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$40.09				\$40.09	\$2.00
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$2.10				\$2.10	\$0.11
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$48.62		\$0.11		\$48.73	\$2.44
		ZJDET	COUNTY JUV DETENTION	\$1296.09		\$80.80		\$1376.89	\$68.84
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2896.86		\$7.65		\$2904.51	\$145.23
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$2635.21		\$618.63		\$3253.84	\$162.69
		ZDNAS	DNA STATE SURCHARGE	\$290.22		\$9.83		\$300.05	\$15.00
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$918.69				\$918.69	\$45.93
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$365.04		\$0.96		\$366.00	\$18.30
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$152.54				\$152.54	\$7.63
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1703.99		\$4.44		\$1708.43	\$85.42

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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	ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$1295.24		\$520.20		\$1815.44	\$90.77
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$247.56		\$0.66		\$248.22	\$12.41
		ZDCRT	DRUG COURT FEE FUND	\$160.00				\$160.00	\$8.00
		ZDUIA	DUI ABATEMENT FUND	\$510.00				\$510.00	\$25.50
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$526.28				\$526.28	\$26.31
		ZWITN	EXPERT WITNESS FUND	\$698.34				\$698.34	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$573.55		\$145.11		\$718.66	\$35.93
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$21.92				\$21.92	\$1.10
		ZEXT	EXTRADITION REIMBURSEMENT	\$200.00				\$200.00	\$0.00
		ZFAR2	FARE DELINQUENCY FEE	\$384.00				\$384.00	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$307.12				\$307.12	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$385.94		\$91.67		\$477.61	\$23.88
		ZCC	GEN JURIS CONCILIATION COURT	\$1444.95				\$1444.95	\$72.25
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$5312.42		\$308.35		\$5620.77	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$885.40		\$51.38		\$936.78	\$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	ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2656.21		\$154.18		\$2810.39	\$0.00
		ZJF	JAIL (INCARCERATION) FEES			\$35.14		\$35.14	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1422.83		\$3.76		\$1426.59	\$71.33
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$3232.19		\$8.54		\$3240.73	\$162.04
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$151.75		\$29.59		\$181.34	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$281.81		\$54.94		\$336.75	\$0.00
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$50.00		\$919.00		\$969.00	\$48.45
		ZJS	JUVENILE PROBATION SERV FEES	\$369.47		\$532.20		\$901.67	\$45.08
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$727.60		\$170.96		\$898.56	\$44.93
		ZMISC	MISCELLANEOUS FEES	\$72.44				\$72.44	\$3.62
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$31.08				\$31.08	\$1.55
		ZOS5	OFFCR SAFETY EQUIP -DPS	\$5.10				\$5.10	\$0.26
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$13.54				\$13.54	\$0.68

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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	ZPP	PASSPORT APPLICATION FEES	\$1750.00				\$1750.00	\$87.50
		ZPCOF	PRISON CONSTRUCTION AND	\$1845.00		\$218.10		\$2063.10	\$103.16
		ZPRS6	PROB SURCH 2006	\$0.73				\$0.73	\$0.04
		ZPBA	PROBATION FEE ADULT	\$13105.06		\$1565.11		\$14670.17	\$733.51
		ZPRSU	PROBATION SURCHARGE (\$5.00)	\$0.19		\$5.00		\$5.19	\$0.26
		ZPUBZ	PUBLIC DEFENDER FEES	\$205.67				\$205.67	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$1600.00				\$1600.00	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$106.14				\$106.14	\$5.31
		ZSTAT	STATE TREASURER - GENERAL FUND	\$409.01				\$409.01	\$20.45
		ZTECH	TECHNICAL REGISTRATION FUND	\$74.61				\$74.61	\$3.73
		ZVAF	VICTIMS ASSISTANCE FUND			\$2.84		\$2.84	\$0.14
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$100.00		\$200.00		\$300.00	\$15.00
		ZGFDU	XTRA DUI ASSMT	\$25.00				\$25.00	\$1.25
		ZPRS9	ZPRS9	\$283.60				\$283.60	\$14.18
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$219.60				\$219.60	\$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$13627.79		\$1304.78		\$14932.57	\$0.00

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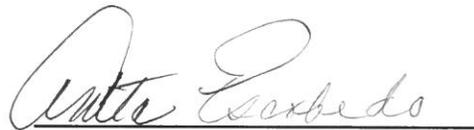
Summary Allocation by Agency Report

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
Agency Name : RESTITUTION - TRUST ACCOUNT									
ZRES	RESTITUTION - TRUST ACCOUNT	ZRES	RESTITUTION - TRUST ACCOUNT			\$59.00		\$59.00	\$0.00
Total:				\$109914.62		\$0.00	\$0.00	\$109914.62	\$3112.03
								Less Shaded Areas:	
								- 28,847.96	
								81,066.66	
								Less Hold Receipting:	
								- 5,854.85	
								75,211.81	
								Less F.A.R.E.:	
								- 691.12	
								\$ 74,520.69	

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.

A handwritten signature in cursive script, appearing to read "Anita Escobedo", written in black ink. The signature is positioned above a horizontal line.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

ARF-3782

Consent Agenda Item 5. D.

Regular BOS Meeting

Meeting Date: 06/07/2016

Reporting Period: April 2016

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Dorothy Little, Justice of the Peace-Payson Region

Information

Subject

Payson Regional Justice of the Peace's Office monthly report for April 2016.

Suggested Motion

Acknowledgment of April 2016 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

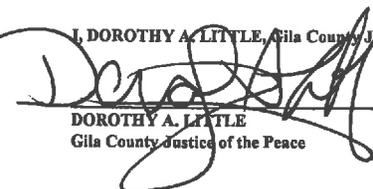
April 2016 Monthly Report

PAYSON JUSTICE COURT TREASURER'S RECAP

APRIL, 2016	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 52.41	\$ 2.82	\$ 49.79
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 26.80	\$ -	\$ 26.80
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,254.00	\$ -	\$ 1,254.00
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 5,895.14	\$ 294.66	\$ 5,598.48
Defensive Driving Diversion Fee	ZDOS	1005000-314-000-3400-90	X105-4809	\$ 5,980.00	\$ 298.00	\$ 5,681.00
DNA State Surcharge 3% 12-118.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 756.00	\$ 37.80	\$ 718.20
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 391.56	\$ 19.58	\$ 371.98
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4815	\$ 1,100.34	\$ 55.02	\$ 1,045.32
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 10,788.58	\$ 539.93	\$ 10,258.65
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 877.56	\$ 43.88	\$ 833.68
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 3.36	\$ 0.17	\$ 3.19
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 217.15	\$ 10.86	\$ 206.29
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004815	\$ 373.37	\$ -	\$ 373.37
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004815	\$ 173.98	\$ 8.70	\$ 165.28
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 893.38	\$ -	\$ 893.38
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 398.85	\$ 19.94	\$ 378.91
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 189.00	\$ -	\$ 189.00
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 541.88	\$ 27.09	\$ 514.77
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,630.02	\$ 81.50	\$ 1,548.52
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,100.83	\$ 55.03	\$ 1,045.80
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 137.61	\$ 6.88	\$ 130.73
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 10.68	\$ 0.53	\$ 10.15
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 113.09	\$ 5.65	\$ 107.44
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 421.30	\$ 21.07	\$ 400.23
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 4.00	\$ 0.20	\$ 3.80
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 1.25	\$ 0.06	\$ 1.19
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 39.02	\$ 1.95	\$ 37.07
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001336-4835	\$ 100.00	\$ 5.00	\$ 95.00
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 13.33	\$ 0.67	\$ 12.66
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 2,787.79	\$ 139.36	\$ 2,648.40
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 5.43	\$ 0.27	\$ 5.16
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 682.01	\$ 34.10	\$ 647.91
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 726.24	\$ -	\$ 726.24
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004884	\$ 484.16	\$ -	\$ 484.16
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ -	\$ -	\$ -
Victim Rights Enforcement Fund	ZVREA	0967000-2061-00		\$ 250.70	\$ 12.54	\$ 238.16
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 115.88	\$ 5.80	\$ 110.08
Drug and Gang Enforcement Fines	ZDEGJ		STATE	\$ 76.34	\$ 3.82	\$ 72.52
DUI Abatement	ZDUJA		STATE	\$ 168.16	\$ 8.41	\$ 159.75
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,014.77	\$ -	\$ 1,014.77
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 794.74	\$ -	\$ 794.74
Game and Fish - Wildlife	ZGF		STATE	\$ -	\$ -	\$ -
HURF - to 28-6438, 4583F	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF - to 28-6438, 419	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 1,188.88	\$ 58.44	\$ 1,130.44
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 1,207.91	\$ 60.40	\$ 1,147.51
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 84.03	\$ -	\$ 84.03
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 387.95	\$ 19.40	\$ 368.55
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 43,227.22	\$ 1,880.36	\$ 41,346.86
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 41,346.86

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
5/3/16	5632	\$ 38,364.67	GILA COUNTY TREASURER
	5633	\$ 4,409.97	ARIZONA STATE TREASURER
	5634	\$ 84.03	GILA COUNTY BAD CHECK PROGRAM
	5635	\$ 368.55	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ 43,227.22	TOTAL DISTRIBUTIONS THIS MONTH

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for APRIL, 2013.


 DOROTHY A. LITTLE
 Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: April 2016

CRIMINAL TRAFFIC				
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	127	4	184	315
Filed	16	1	20	37
Transferred In	0	0	0	0
SUBTOTAL	143	5	204	352
Transferred Out	0	0	0	0
Other Terminations	28	1	33	62
TOTAL TERMINATIONS	28	1	33	62
Statistical Correction	0	0	0	0
Pending End of Month	115	4	171	290

*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
246	16	0	262	0	5	5	0	257

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: 0 Criminal Traffic/FTA Jury Trials Held: 1

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
543	152	0	695	0	19	221	240	0	455

Civil Traffic Hearings Held: 2

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)				
Filed	Trans In	TOTAL	TOTAL	TOTAL
26	0	26	26	26

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: April 2016

MISDEMEANOR									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)	
Misdemeanor (Non-Traffic)	574	51	0	625	0	37	37	0	588
Failure to Appear (Non-Traffic)	44	2	0	46	0	0	0	0	46
TOTAL	618	53	0	671	0	37	37	0	634

TRIALS HELD

Misdemeanor Court/FTA Trials Held: 0 Misdemeanor/FTA Jury Trials Held: 0

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
34	8	0	42	0	9	9	0	33

Felony Preliminary Hearings Held: 0 Felony, Misdemeanor, Criminal Traffic Initial: Appearances: 131

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

Report Month/Year:

County: PAYSON REGIONAL JUSTICE COURT

April 2016

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	127
Serious Violations	3
All Other Violations	451
TRAFFIC TOTAL	581

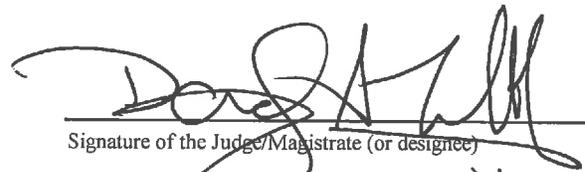
CRIMINAL WARRANTS OUTSTANDING

Felony	31
Misdemeanor	501
CRIMINAL TOTAL	532

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376


Signature of the Judge/Magistrate (or designee)

Dorothy A. Little
Name of Preparer

5-19-16
Date of Preparation

ARF-3785

Consent Agenda Item 5. E.

Regular BOS Meeting

Meeting Date: 06/07/2016

Reporting Period: May 17, 2016, May 24, 2016 and May 31, 2016

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk

Information

Subject

May 17, 2016, May 24, 2016, and May 31, 2016, Board of Supervisors' meeting minutes.

Suggested Motion

Approval of the May 17, 2016, May 24, 2016, and May 31, 2016, Board of Supervisors' meeting minutes.

Attachments

05-31-16 BOS Meeting Minutes

05-24-16 BOS Meeting Minutes

05-17-16 BOS Meeting Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: May 31, 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

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman; John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Jefferson R. Dalton, Deputy Gila 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

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Michael O'Driscoll led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion regarding the 2015 Community Health Assessment, and the 2016-2020 Community Health Improvement Plan.

Michael O'Driscoll, Health & Emergency Services Division Director, introduced Adrienne Udarbe, Pinnacle Prevention Executive Director and Registered Dietitian Nutritionist, who was hired as a consultant to complete the Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) for Gila County.

Ms. Udarbe provided a slide presentation. Some of the highlights are as follows:

The CHA process: Conduct and disseminate assessments focused on population, health statutes and public health issues facing the community; engage with the community to identify and address health problems; and, contribute to and apply the evidence base of public health.

The CHA methodology: Mobilizing for action through planning and partnerships with emphasis on a community-driven approach; and, collection of primary and secondary data using 36 priority health indicators and community engagement to ascertain what is meaningful to the County.

Ms. Udarbe provided comparisons to other counties and municipalities of similar size and population, and which were based on social factors, education, knowledge and health indicators that she believed to be a level representation of Gila County. Local community survey results indicated that the perception is that drug addiction, obesity and diabetes are the top health challenges in the County. A summary of local focus groups' comments revealed the perceived strengths and opportunities with statements such as, "As a small town, there is a real sense of community when you're in need." "We need more community pools and bigger parks. That would make me want to go out and do healthy things." "I have to travel to Mesa to see a specialist. I don't have the time or transportation to do this." A CHIP advisory committee comprised of individuals from schools, mines, and business in Gila County identified the following health priorities: obesity, substance abuse, access to quality health care, including mental health services, and sexual health to target in the County. The CHIP advisory committee is committed to prioritizing community health needs, and developing detailed goals, objectives and strategies in order to guide them in taking action to create positive changes for Gila County residents over the next five years.

Jon Cornell, KQSS radio station reporter, inquired as to the comment cited from residents stating a need for more parks when we live near the Tonto National Forest. Ms. Udarbe clarified that the study included municipal parks only and not national parks. Mr. Cornell also commented that if San Carlos residents didn't participate in the health survey, he questioned the reason they were included in the data. Ms. Udarbe stated that some of the information provided was gathered from community focus groups and that the perceptions may differ from the actual data.

Chairman Pastor recommended that a stronger effort be put forth to inform the community of the services that are available. Ms. Udarbe agreed that was a good recommendation.

Vice-Chairman Martin stated that the data was "weak" with respect to San Carlos, and "light" with respect to Payson and Star Valley. She offered to assist in attempting to get more attention and information from northern Gila County residents and business owners. Ms. Udarbe thanked Vice-Chairman Martin for the offer of assistance to reach more residents with her strong connections in the community.

Supervisor Marcanti inquired if a formula could be created to take the communities that didn't participate in the survey into consideration, which

would make the data more accurate with regard to participation. Ms. Udarbe stated that this is an ongoing project and will continue to evolve in order to tailor the information to be meaningful and accurate.

Chairman Pastor expressed concern regarding hunger in children and hopes that information will be provided to parents so that children can get the food they need, not just during the times when school is in session, but during holidays and summer vacation.

Vice-Chairman Martin asked if there is a timeline to expect to see a report of the success and outcome of these programs. Mr. O'Driscoll replied that an annual report would be provided to the Board which will measure success and outcomes of the programs offered to the community as compared to the previous year.

Neal Jensen, Chief Executive Officer for the Cobre Valley Regional Medical Center, thanked everyone for the opportunity to work together and stated that it has been a great experience.

Evelyn Vargas, Public Relations Director for the Cobre Valley Regional Medical Center, explained "One Call," which is a telephone communications program implemented by the Center to connect people with available services in the community through a referral coordinator.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no requests to speak from the public.

Item 4 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Board member presented information on current events. County Manager Don McDaniel did not present any comments.

There being no further business to come before the Board of Supervisors,
Chairman Pastor adjourned the meeting at 11:07 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: May 24, 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

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via telephone); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Jefferson R. Dalton, Deputy County Attorney, Civil Bureau Chief; and Laurie J. Kline, Deputy Clerk.

ABSENT: Marian E. Sheppard, Clerk of the Board

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

The Gila County Board of Supervisors met in a special session at 9:00 a.m. this date in the Board of Supervisors' hearing room. Jeff Dalton led the Pledge of Allegiance. There was no invocation given.

Item 2 REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Statewide Special Election held on May 17, 2016, in Gila County, Arizona and declare the results official.

Eric Mariscal, Elections Director, presented statistical information for the May 17, 2016 Statewide Special Election which was held in regard to Proposition 123 and Proposition 124. Highlights from the canvass of said election are as follows: Gila County had a 37.1% total voter turnout which was third highest in the state of Arizona. The summary report showed 29,498 registered voters with 902 votes cast at polling places; 9,926 votes cast by early mail in ballot; and there were 44 rejected ballots due to various reasons. The Board members were given the canvass of election results at the meeting and they were subsequently attached to the agenda item. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board canvassed the election results contained in the Official Canvass of the Statewide Special

Election held on May 17, 2016, in Gila County, Arizona and declared the results official.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments from the public.

Item 4 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

There were no comments from the Board members or the County Manager.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 9:08 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: May 17, 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

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 Gila 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. Margie Chapman led the Pledge of Allegiance and Pastor Dave Barber of the Star Valley Baptist Church (via ITV) in Payson delivered the invocation.

Item 2 – PRESENTATIONS:

A. Public recognition of three employees for May's "Spotlight on Employees" Program, as follows: Margie Chapman, Diane Buechner and Misty Allinson.

Erica Raymond, Human Resources Assistant Senior, read aloud the "Spotlight on Employees" nomination form for each of the employees listed above. A summary is as follows: Scott Buzan, Community Development Division Chief Building Official, nominated Margie Chapman, Community Development Division Code Enforcement Supervisor, (present in Globe) who has been employed with Gila County for 14 years. The nomination form stated that "Margie is a true professional who understands customer service." Deborah Hughes, Assessor, nominated Diane Buechner, Assessor's Aide, (present in Payson) who has been employed with Gila County for 11 months. The nomination form stated that "She [Diane] takes the extra steps to help the taxpayer to not have to go somewhere else for help. She will call the other offices or do whatever needs done to make it a pleasant transaction." Sarah White, Sheriff's Office Chief Administrative Officer, nominated Misty Allinson,

Sheriff's Office Records Supervisor, (not present) who has been employed with Gila County for 7 years. A letter from a member of the public stated that "Ms. Allinson is very nice, polite and helpful, she fulfilled my request completely. You have a real winner on your hand." Each of the Board members thanked and congratulated the employees and commented favorably.

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve the distribution of \$1,358,182.41 of Gila County's share of Federal Year 2015 Secure Rural Schools Act funds, as authorized through section 24 of P.L. 114-10, for FY2015-16 as follows: \$46,000 to Roads and \$1,312,182.41 to Gila County School Districts.

Linda O'Dell, Gila County School Superintendent, stated that Gila County is again fortunate to be in a position to distribute the Secure Rural Schools Act (SRS Act) funds. Secure Rural Schools and Communities funding is intended to provide assistance to rural counties negatively affected by unrealized revenues from publicly held lands. Funds generated by Title I of the SRS Act have been used for schools and roads which will help create employment opportunities, maintain current infrastructure and improve the health of watersheds and ecosystems. Twenty percent of Gila County's total allocation goes to a resource advisory committee for distribution. The remaining eighty percent of the Title I funds are allocated to the Board of Supervisors for distribution and use on roads and school districts in Gila County. She added that County Administration supports using the same general distribution formula for Gila County school districts that has been used for the past five years. The proposed distribution schedule was provided to the school superintendents and feedback was favorable. The allocations to the school districts are based on three factors: 1) a base amount that is stable and the same for each, 2) the percentage of forest that is in the boundary of the school district, and 3) the average daily membership to the school district. Dr. O'Dell added that the school districts are very grateful for any funding that they receive. Chairman Pastor stated that the National Association of Counties, and the County Supervisors Association are advocates for continuing this funding and are hoping to make this a five-year funding plan. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the distribution of \$1,358,182.41 of Gila County's share of Federal Year 2015 Secure Rural Schools Act funds, as authorized through section 24 of P.L. 114-10, for FY2015-16 as follows: \$46,000 to Roads and \$1,312,182.41 to Gila County school districts.

B. Information/Discussion/Action to adopt Proclamation No. 2016-04 proclaiming April 2016 as Fair Housing Month in Gila County.

Malissa Buzan, Community Services Division Director, stated that the U.S. Department of Housing and Urban Development (HUD) designates April of each year as Fair Housing Month in the United States to commemorate the passage of the 1968 Fair Housing Act, which prohibits housing discrimination based on race, color, national origin, religion, sex, disability, and family status. The theme for this year's Fair Housing Month is "Shared Opportunity in Every Community." Ms. Buzan stated that training is provided for landlords providing housing for clients in the Housing Choice Voucher Program - Section 8. She stated that Gila County employees also attend trainings relating to HUD, and that the Fair Housing Month proclamation is adopted annually in Gila County. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Proclamation No. 2016-04. **(A copy of the proclamation is attached to the minutes and permanently on file in the Board of Supervisors' Office.)**

C. Information/Discussion/Action to accept a donation from Capstone Mining Corp. - Pinto Valley Operations to the Gila County Recycling & Landfill Department in the amount of \$2,500 to purchase parts for the County's Refurbished Bike Program.

Sharon Winters, Recycling & Landfill Department Manager, stated that Capstone Mining Corporation-Pinto Valley Operations very generously provided a donation in the amount of \$2,500 to assist Gila County with the "Refurbished Bike Program." She added that she hopes to be able to distribute over a hundred bikes to deserving children in Gila County at Christmas time. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted a donation from Capstone Mining Corp.-Pinto Valley Operations to the Gila County Recycling & Landfill Department in the amount of \$2,500 to purchase parts for the County's Refurbished Bike Program.

D. Information/Discussion/Action to approve a Grant of Easement whereby the County will grant a natural gas pipeline easement to Southwest Gas Corporation.

Steve Sanders, Public Works Division Director, provided information that Rose Mofford Way and Besich Boulevard do not have established right-of-ways as the County owns the surrounding land. Southwest Gas Corporation plans to install a natural gas pipeline beginning at the intersection of Russell Road and Rose Mofford Way. The pipeline will follow Rose Mofford Way and Besich Boulevard and terminate at the Cobre Valley Regional Medical Center. He added that the Board recently granted a right-of-way easement to Arizona Water Company; Southwest Gas Corporation is also requesting a right-of-way easement. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved a Grant of Easement whereby the County will grant a natural gas pipeline easement to Southwest Gas Corporation.

E. Information/Discussion/Action to approve Environmental Systems Research Institute (ESRI) Small Enterprise License Agreement, County and Municipality No. 308049 in the amount of \$160,800 effective May 17, 2016, through May 16, 2019.

Jeff Hassenius, Finance Division Director, stated that this agenda item is a request to renew an annual maintenance contract with Environmental System Research Institute which provides GIS (geographical information system) graphical mapping services software access to the County. The software is utilized by several areas of the County. Leadership within the Assessor, Recorder, Treasurer and Sheriff's Offices, as well as Public Works, Community Development, Health and Emergency Services, and Elections Divisions/Departments recognize the benefits and needs and are willing to enter into cost sharing to cover the initial annual cost of the contract. The Board members commented favorably. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Environmental Systems Research Institute (ESRI) Small Enterprise License Agreement, County and Municipality No. 308049.

F. Information/Discussion/Action to adopt Resolution No. 16-05-02 supporting completion of the improvements to Highway 260 in the area of Lion Springs in Gila County.

Don McDaniel, County Manager, stated that staff and Supervisor Marcanti were recently notified by the Arizona Department of Transportation (ADOT) that the Lion Springs portion (which is east of Payson and Star Valley) of the Highway 260 Improvement Project was to be removed from ADOT's Five-Year Transportation Facilities Construction Program. He added that Supervisor Marcanti requested that staff develop a resolution, which is attached to this agenda item, for Board approval. Supervisor Marcanti stated that he received a letter from ADOT stating that there had been no public comment received regarding the Highway 260 Improvement Project. In 2013, the Board adopted a similar resolution (Resolution No. 13-05-01) in support of this project and, at that time, it was included in ADOT's 5-Year Transportation Facilities Construction Program. Supervisor Marcanti expressed concern regarding the auto accidents and fatalities which occur on this area of Highway 260 each year. He stated that the Highway 260 Improvement Project needs to be completed. He is pleased that Vice-Chairman Martin will be attending a meeting with ADOT in Flagstaff on Friday, May 20, 2016, at which time she will present the resolution. Vice-Chairman Martin stated that she also is looking forward to presenting Gila County's resolution at the upcoming meeting with ADOT. Chairman Pastor also commented on the importance of getting this project back into ADOT's Five-Year Transportation Facilities Construction Program. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 16-05-02. **(A copy of**

the resolution is attached to the minutes and permanently on file in the Board of Supervisors' Office.)

Item 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. Acknowledgment of the Gila County Drug, Gang, and Violent Crimes Task Force Fiscal Year 2016 Quarterly Report for October through December 2015.

B. Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 207-10-017C to Silver Nickel Mining Company.

C. Acknowledgment of the March 2016 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

D. Acknowledgment of the April 2016 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

E. Acknowledgment of the March 2016 monthly activity report submitted by the Payson Regional Constable's Office.

F. Acknowledgment of the April 2016 monthly activity report submitted by the Globe Regional Constable's Office.

G. Approval of the May 3, 2016, Board of Supervisors' meeting minutes.

H. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of April 18-22, 2016, and April 25-29, 2016.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action items 4A - 4H.

Item 5 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address 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 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.

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 10:55 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-3690

Consent Agenda Item 5. F.

Regular BOS Meeting

Meeting Date: 06/07/2016

Reporting 05/03/16, 05/10/16, 05/17/16, 05/24/16, and

Period: 05/31/16

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 May 3, 2016, May 10, 2016, May 17, 2016, May 24, 2016, May 31, 2016.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of May 3, 2016, May 10, 2016, May 17, 2016, May 24, 2016, May 31, 2016.

Attachments

HR Summary Report

05/03/16 Human Resources Report

05/10/16 Human Resources Report

05/17/16 Human Resources Report

05/24/16 Human Resources Report

05/31/16 Human Resources Report

HUMAN RESOURCES ACTION ITEMS
MAY 3, 2016

DEPARTURES:

1. Germain Bohrn – Finance – Payroll Specialist – 05/11/16 – General Fund – DOH 08/12/13
2. Wayne Sukosky – Sheriff's Office – Detention Officer – 04/26/16 – General Fund – DOH 07/27/15

NEW HIRES:

3. Amy Loyd – Assessor's Office – Property Appraiser 1 – 05/09/16 – General Fund – Replacing Richard Dwyer

END PROBATIONARY PERIOD:

4. Jessica Palmer – Health and Emergency Services – Community Health Specialist – 05/02/16 – Teen Pregnancy Prevention Services Fund
5. John Digman – Public Works – Road Maintenance and Equipment Operator Senior – 05/01/16 – Public Works Fund

REQUEST TO POST:

6. Purchasing – Contracts Administrator – Vacated by Dana Sgroi

HUMAN RESOURCES ACTION ITEMS
MAY 10, 2016

DEPARTURES:

1. Janice Cook – Board of Supervisors – Administrative Services Manager – 06/03/16 – General Fund – DOH 12/05/88
2. Jann Durst – Payson Justice Court –Temporary Justice Court Clerk Associate – 05/02/16 – General Fund – DOH 02/08/16
3. David Tavares – Sheriff’s Office – Detention Officer – 04/29/16 – General Fund – DOH 11/09/15
4. Anita Yanora – Community Services – Community Services Worker – 04/30/16 – GEST Fund – DOH 06/07/12
5. Matthew Archuleta – Probation – Juvenile Detention Officer – 05/07/16 – General Fund – DOH 09/21/15

NEW HIRES:

6. Christy Buchanan – Sheriff’s Office – Detention Officer – 05/16/16 – General Fund – Replacing Wayne Sukosky

END PROBATIONARY PERIOD:

7. Manuel Abeyta – Health and Emergency Services – Public Health Nurse – 05/20/16 – Immunization(.95)/TB (.05) Funds

REQUEST TO POST:

8. Board of Supervisors – Administrative Services Manager – Vacated by Janice Cook

HUMAN RESOURCES ACTION ITEMS

MAY 17, 2016

REVISED

DEPARTURES:

1. Dezirae Williams – Health and Emergency Services – PHEP Coordinator – 05/20/16 – PHEP Fund – DOH 12/29/14

NEW HIRES:

2. Jay Heisler – Public Works – Building Maintenance Technician – 05/23/16 – Facilities Management Fund – Replacing M. Reyes Barajas
3. Haleigh Osborn – Sheriff’s Office – 911 Dispatcher – 05/16/16 – General Fund – New position
4. Mark Joerns – Sheriff’s Office – Detention Officer – 05/16/16 – General Fund – Replacing Brandon Burgener
5. James Rottnek – Sheriff’s Office – 911 Dispatcher – 05/16/16 – General Fund – New position

TEMPORARY HIRES TO COUNTY SERVICES:

6. Savannah Barajas – Clerk of Court – Temporary Court Clerk – 05/23/16 – Document Conversion Superior Court Fund – Replacing Charlene Pizano

END PROBATIONARY PERIOD:

7. Stella Gore – Health and Emergency Services – Administrative Clerk Senior – 05/16/16 – Immunization Fund

OTHER ACTIONS:

8. Mark Essary – Sheriff’s Office – Deputy Sheriff – 06/24/16 – General Fund – Extending probationary period an additional 6 months
9. Matthew Binney – Sheriff’s Office – Deputy Sheriff – 06/24/16 – General Fund – Extending probationary period an additional 6 months
10. Guadalupe Aldape – Constituent Services 2 – Temporary Laborer – 05/30/16 – General Fund – Extending temporary employment an additional month

REQUEST TO POST:

11. Health and Emergency Services – PHEP Coordinator – Vacated by Dezirae Williams
12. Probation – Chief Probation Officer – Vacated by Kendall Rhyne

HUMAN RESOURCES ACTION ITEMS
MAY 24, 2016

DEPARTURES:

1. Marquis Clark – Sheriff’s Office – Deputy Sheriff – 05/21/16 – General Fund – DOH 03/21/01
2. Gilbert Olivarez – Sheriff’s Office – Deputy Sheriff – 05/31/16 – General Fund – DOH 01/30/1989
3. Vanessa Amairia – Sheriff’s Office – Administrative Clerk – 05/16/16 – General Fund – DOH 06/24/13
4. Shawn Campbell – Sheriff’s Office – Detention Officer – 06/17/16 – General Fund – DOH 05/16/05
5. Mark Essary – Sheriff’s Office – Deputy Sheriff – 05/17/16 – General Fund – DOH 06/24/15
6. Hannah Moore – Health and Emergency Services – Animal Control Officer – 05/13/16 – Rabies Control Fund – DOH 02/16/16
7. Patty Comstock – Public Fiduciary – Public Fiduciary Services Specialist – 06/24/16 – General Fund – DOH 08/02/12
8. Gabriel Lagunas – Sheriff’s Office – Detention Officer – 05/13/16 – General Fund – DOH 09/01/14

NEW HIRES:

9. Sarah Roberts – Probation – Administrative Clerk Senior – 05/31/16 – Diversion Consequences(.20)/General(.80) Funds – Replacing Lorraine Fowler
10. Christine Elmer – Public Works – Administrative Clerk Specialist – 05/31/16 – Public Works Fund – Replacing Mary Brunson
11. David Kell – Sheriff’s Office – Detention Officer – 05/30/16 – General Fund – Replacing Gabriel Lagunas
12. Walter Wyrick – Public Works – Building Maintenance Technician – 06/06/16 – Facilities Management Fund– Replacing Jace Johnson
13. Patricia Valenzuela – Public Works – Administrative Clerk Specialist – 05/31/16 – Public Works Fund – Replacing Patti Dremler
14. Gilbert Lopez – Public Works – Custodian (.85) – 05/31/16 – Facilities Management Fund – Replacing John Bacon

TEMPORARY HIRES TO COUNTY SERVICES:

15. Gordon Gartner – Sheriff’s Office – From Professional Standards Investigator – To Temporary Professional Standards Investigator – 05/23/16 – General Fund
16. Lieneke Mellema – Sheriff’s Office – From Accounting Clerk Specialist – To Temporary Accounting Clerk Specialist – 06/02/16 – General Fund

END PROBATIONARY PERIOD:

17. Gerald Irish – Public Works – Construction Projects Manager – 06/14/16 – Public Works Fund
18. Audrey Schmitt – Recorder’s Office – Recorder’s Clerk – 05/30/16 – General Fund
19. Kassandra Seaver – Recorder’s Office- Recorder’s Clerk Senior – 06/16/16 – General Fund
20. Jordon Montgomery – Recorder’s Office – Recorder’s Clerk – 06/03/16 – General Fund
21. Zachary Navarro – Public Works – Recycling and Landfill Operations Worker Senior – 06/07/16 – Recycling and Landfill Management Fund

REQUEST TO POST:

22. Public Fiduciary – Public Fiduciary Services Specialist – Vacated by Patty Comstock
23. Health and Emergency Services – Animal Control Officer – Vacated by Hannah Moore
24. Board of Supervisors – Temporary Laborers – Vacated by Destinee Barajas and Savannah Barajas

HUMAN RESOURCES ACTION ITEMS
MAY 31, 2016

DEPARTURES:

1. Christie Jung – School Superintendent’s Office – Administrative Assistant – 05/19/16 – General Fund – DOH 05/16/16
2. Emma Yeoman – Superior Court Division 2 – Judicial Assistant – 07/08/16 – General Fund – DOH 01/22/90
3. Thersea Mikeworth – Superior Court – Calendar Administrator – 06/10/16 – General(.904)/Superior Court Cost of Prosecution(.096) Funds – DOH 08/06/01

NEW HIRES:

4. Benjamin Rowe – Public Works – Recycling and Landfill Operations Worker Senior – 06/13/16 – Recycling and Landfill Management Fund – Replacing James Gibson

REQUEST TO POST:

5. Sheriff’s Office – Professional Standards Investigator – Vacated by Gordon Gartner
6. Sheriff’s Office – Administrative Clerk – Vacated by Vanessa Amairia
7. Health and Emergency Services – PHEP Assistant – New position
8. Superior Court Division 2 – Judicial Assistant – Vacated by Emma Yeoman
9. Superior Court – Calendar Administrator – Vacated by Thersea Mikeworth
10. Health and Emergency Services – Executive Administrative Assistant – New position

ARF-3784

Consent Agenda Item 5. G.

Regular BOS Meeting

Meeting Date: 06/07/2016

Reporting Period: May 06, 2016; and May 13, 2016

Period:

Submitted For: Jeff
Hessenius,
Finance
Director

Submitted By: Betty Hurst, Buyer

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 05-06-16; and 05-13-16.

Suggested Motion

Acknowledgment of Contracts under \$50,000 which have been approved by the County Manager for the Weeks of May 03, 2016, through May 06, 2016; and May 09, 2016 through May 13, 2016.

Attachments

WE 05-06-16 and 05-13-16

Amendment No. 1 to Service Agreement No. 071615-1

Norment Security Group, Inc.-Security Cameras for Jail

Stanley Security-13412

Contract No. ADSPO13-036614

Service Agreement No. 042116

R&M REPEATER-AMENDMENT NO. 2

Amendment No. 2 to Service Agreement No. 031915

Amendment No. 1 to Service Agreement 060614

DJ'S Companies-050416-1

Northern Mechanical-Amendment No. 1

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

May 02, 2016 thru May 06, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
071615-1 Kwik Kool Refrigeration, Inc.	Amendment No. 1 to Service Contract No. 071615-1. Emergency Services to Clients.	Increase original contract amount of \$10,000 by \$3,000.00 for an amended contract amount of \$13,000.00	06-29-15 to 06-28-16	05-04-16	Option to renew for two additional one-year periods	Amendment No. 1 will serve to increase the original contract amount of \$10,000.00 by \$3,000.00 to provide emergency services, if required or requested , for the remainder of the June 29, 2015 to June 28, 2016 renewal period. The purpose of this contract will follow the Pinal-Gila Council for Senior Citizens mission to enhance the quality of life of elders and disabled through climate control services. The temperature is rising and this funding will allow the elderly and disabled to be able to live comfortably.
13024-S Norment Security Group, Inc.	Security Cameras for Gila County Jail	\$9,874.75	05-04-16 to 06-30-16	05-04-16	Expires	Security Cameras for the Jail are needed to view the blind spots that are located behind the Women's Dormitory to be able to view the creek area and also for the Counselor's Office and the Chapel area. This is for Security for the Jail Inmates and Jail Staff.
13412 Stanley Security Solutions	Security for Task For Task Force Office	\$9,093.46	05-04-16 to 06-30-16	05-04-16	Expires	Security is needed at the new Task Force located at 900 E. Fairgrounds Road, Globe, AZ 85501. Stanley will install Lenel access control on the two exterior doors. Will also install electric strikes, door position switches, and request to exit sensors for both doors. This will provide security access in and out of the building for the Task Force Deputies.

May 02, 2016 thru May 06, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
ADSP013-036614 Durham Communications	Dispatch Console Licensing Keys for Integration with Gila County Console System	\$9,093.46	05-04-16 to 04-30-17	05-04-16	Expires	Equipment cost to connect Sheriff's Office radio system between Globe and Payson. Dispatch console licensing keys for integration with Gila County console system. COUs not included.
042116 Western Industrial Equipment Services, LLC	Repair of IMTC42 and CTI 3500 Cranes	\$2,089.14	05-04-16 to 06-30-16	05-04-16	Expires	Contractor to repair IMTC42 and STI cranes so that they can pass inspection.
032912 R&M Repeater	Amendment No. 2 to Service Agreement No. 032912 Site Lease Agreement Diamond Point Site	\$2,034.87	07-01-16 to 06-30-17	05-04-16	Option to renew for two additional one-year periods	Amendment No. 2 will extend the contract term with R&M Repeater LLC for an additional year from July 01, 2016 to June 30, 2017. Site lease for repeater radio equipment space on Diamond Point Mountain. The frequency is used by the Roads Dept. and will be \$150 per month.

May 09, 2016 thru May 13, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
031915 Earthquest Plumbing, Inc.	Amendment No. 2 to Service Agreement No. 031915 Extend contract term from 05-06-16 to 05-05-17	\$4,000.00	05-06-16 to 05-05-17	05-11-16	Option to Renew for two additional one-year periods.	Amendment No. 2 has been issued to extend the term of the agreement from May 06, 2016 to May 05, 2017. County maintenance does not always have the expertise to handle plumbing repairs or emergencies. Contractor will handle plumbing issues in the Copper Region. This would include indoor, outdoor plumbing and septic service.

May 09, 2016 thru May 13, 2016

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
060614 Humane Society of Central Arizona, Inc.	Amendment No. 2 to Professional Services Agreement 060614 Extend Lease term from 07-01-16 to 06-30-17	\$31,200.00	07-01-16 to 06-30-17	05-11-16	Option to Renew for two additional one-year periods.	Amendment No. 2 has been issued to extend the term of the agreement from July 01, 2016 to June 30, 2017. This agreement has been in existence for many years. The purpose is to allow animals that have been captured by Rabies Control in Payson and surrounding areas to be impounded by the Contractor. This keeps the animals close to their owners and prevents the daily transport from Payson to Globe. The cost will be \$2,600.00 per month.
050416-1 DJ's Companies, Inc.	Property Abatement at 7476 Weaver Circle, Globe, Arizona 85501	\$9,092.84	06-07-16 to 06-13-16	05-11-16	Expires.	Property located at 7476 Weaver Circle near Globe, Arizona is a danger to the public with a burned and collapsing single-family residence, junk, trash, a collapsing metal shed, and an unsecured wood garage.
102015 North Mechanical, LLC	Amendment No. 1 to Service Agreement No. 102015 On-Call HVAC service Timber Region	Increase original contract amount of \$4,000 by \$4,000.00 for an amended contract amount of \$8,000.00	01-20-16 to 01-19-17	05-11-16	Option to Renew for two additional one-year periods.	Amendment No. 1 will serve to increase the original contract amount by \$4,000.00, to cover the added cost of repairs to the HVAC system at the Payson Admin Building, and any additional costs that may incur during the January 20, 2016 to January 19, 2017 term of the contract. On-Call response to Heating & Cooling problems in the Timber Region, aka Northern Gila County.



AMENDMENT NO. 1 to SERVICE AGREEMENT NO 071615-1

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

**SERVICE AGREEMENT NO. 071615-1
URRD WORK CONTRACT**

KWIK KOOL REFRIGERATION

Effective July 29, 2015 Gila County and Kwik Kool Refrigeration entered into a contract whereby Kwik Kool Refrigeration agreed to provide URRD Work for Community Services.

Community Services would like to increase the original contract amount of Ten Thousand dollars and no/100's (\$10,000.00) by an additional Three Thousand Dollars and no/100's (\$3,000.00), to provide for emergency services, **if required or requested**, for the remainder of the June 29, 2015 to June 28, 2016 contract term.

Amendment No. 1 to Service Agreement No. 071615-1 will serve to increase the original contract amount of \$10,000.00 by Three Thousand dollars and no/100's (\$3,000.00) for a new total contract amount of Thirteen Thousand dollars and no/100's (\$13,000.00).

Consequently, the contract is amended to increase the contract amount by \$3,000.00 for a new total contract amount of Thirteen Thousand dollars and no/100's (\$13,000.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the June 29, 2015 to June 28, 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 4th day of may, 2016.

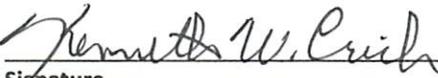
GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 5/4/16

KWIK KOOL REFRIGERATION:



Signature

Kenneth W. Crick

Print Name

EXECUTIVE SUMMARY FORM

Contract Name: Security Cameras for Gila County Jail Contract No.: 13024-S Maricopa County/S.A.V.E. Co-op

Statement of Purpose and Need (3-5 Sentences) Security Cameras for the Jail are needed to view the blind spots that are located behind the Women's Dormitory to be able to view the creek area and also for the Counselor's Office and the Chapel area. This is for Security for the Jail Inmates and Jail Staff.

Contract End Date: 05-04-16 to 06-30-16 Renewal Option: [] Yes [X] No

Maximum Dollar Limit: \$9,874.75

Contract Information

Firm Name: Norment Security Group, Inc. Contact Person: Matt Bauer Address: 446 North Austin Drive Suite 1 Phone No: 480-940-6970 City: Chandler State: AZ Fax: 480-753-3533 Email: matt.bauer@normentsecurity.com

Fund: Sheriff's Justice Enhancement/Sheriff/Patrol/Non-specified/Communications Equipment Expense Type of Funds: [] Restricted [] Grant [] General Fund [] Other Fund Code: 3011.300.340.000.4230.20

Date Sent for Legal Review: n/a Date Returned:

Special Notes: Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes Maricopa County, for cooperative purchasing. By using the Maricopa County contract with Norment Security Group, Inc., it will save the county in both time and money for a rate that already been established in the Maricopa County bidding process.

Authorization to use a Cooperative Purchasing Agreement with Maricopa County, Contract No. 13024-S, for Security Electronic Systems: Parts, Maintenance & Repair approved this 4th day of May, 2016.

GILA COUNTY MANAGER

Handwritten signature of Don E. McDaniel, Jr. Don E. McDaniel, Jr.

Norment Security Group, Inc.
 446 North Austin Drive, Suite 1
 Chandler, Arizona 85226-2634
 Phone: (480) 940-6970 Facsimile: (480) 753-3533

Proposal

Project: Gila County Sheriff - Globe- Additional PZT cameras
Location: Gila County - Globe
Customer: Gila County Sheriff - Globe
Contact: Caroline Turner
Phone No.: (928) 200-9001
Fax No.:

Prepared By: M. Bauer

Date: 4/19/2016
Time: 15:39
Proposal No.: 50206216110MB1
Page: 1

Scope of Work: Provide, mount, and commission one (1) Outdoor PZT camera on the Women's Annex building to view the creek behind the building.
 Provide, mount and commission one (1) Indoor fixed dome to monitor the Dr.'s office (Office located in Main Jail building)
 Provide, mount and commission one (1) Indoor fixed dome in location to be indicated by the owner (located in Main Jail building)
 The new cameras will be viewed and controlled with existing CCTV video controllers, recorders, and monitors.
 Integrate the new video equipment into the existing analog video system.
 Provide (not install) wire for the three (3) new cameras

Exclusions: Electrical boxes, and conduit installation are not included.
 Wire pull not included.

Note: All terms and conditions of Maricopa County Contract No. 13024-S apply
 Reference # Contract No. 13024-S Maricopa County/S.A.V.E. Co-op

Material/Labor Detail:

Item	Qty.	Manufacturer	Part Number	Description	Unit Price	Extended Price
1	1	Bosch	VG5-623-ECS	600 SERIES PTZ 28X DAY/NIGHT, NTSC, STD OUTDOOR PENDANT, ANALOG, CLEAR ACRYLIC BUBBLE	\$2,847.00	\$2,847.00
2	1	Bosch	VG4-A-9541	POLE MOUNT ADAPTER FOR AN AUTODOME	\$119.50	\$119.50
3	1	Bosch	VG4-A-PSU0	AUTODOME PENDANT ARM, 24 VAC (NO TRANSFORMER), WHITE	\$209.50	\$209.50
4	2	Pelco	FD2-DV10-6	Dome Fix Standard Indoor 12/24V D/N NTSC 2.8-10.5 Lens	\$358.75	\$717.50
5	1	West Penn	25815	RG59 (Plenum)	\$660.25	\$660.25
6	1	West Penn	25224B	2 conductor 18 (Plenum)	\$249.25	\$249.25
7	1	West Penn	AQC-815	RG-59 - water resistant	\$429.75	\$429.75
8	1	Generic	18 AWG Blue	18 TFFN Blue - stranded	\$72.75	\$72.75
9	1	Generic	18 AWG Red	18 TFFN Red - stranded	\$72.75	\$72.75
10	1	West Penn	AQC-430	22/2 stranded shielded - water resistant	\$487.25	\$487.25
11	1	Emerson	HVCP-48-BNC	Surge protector - data/power/coax	\$364.75	\$364.75
12	8	Generic	SB114	BNC connectors	\$3.00	\$24.00
13	1	Misc	Parts	Mounting hardware for indoor ceiling mount and outdoor PZT	\$194.25	\$194.25
14	8	Connectors Plus	BNB-6	Mini RG-179/U 75 OHM Cables - 6ft	\$8.25	\$66.00
15	28	Norment	Regular time	Installation and programming	\$100.00	\$2,800.00

Price Summary:

Materials:	\$6,514.50
Tax:	\$560.25
Labor:	\$2,800.00
Subcontractor:	\$0.00
Total This Proposal:	\$9,874.75

Special Terms: Pricing is valid for a period of 90 days from the date of this proposal.
 Payment terms are net 30 days from date of invoice.
 Pricing includes a one-year warranty on parts and labor.
 Standard freight (ground) is included and is F.O.B. destination

EXECUTIVE SUMMARY FORM

Contract Name: Security for Task Force Office Contract No.: 13412 City of Avondale/S.A.V.E. Co-op

Statement of Purpose and Need (3-5 Sentences)
Security is needed at the new Task Force located at 900 E. Fairgrounds Road, Globe, AZ 85501. Stanley will install Lenel access control on the two exterior doors. Will also install electric strikes, door position switches, and request to exit sensors for both doors. This will provide security access in and out of the building for the Task Force Deputies.

Contract End Date: 05-04-16 to 06-30-16 Renewal Option: Yes No

Maximum Dollar Limit: \$9,093.46

Contract Information

Firm Name: Stanley Security Solutions Contact Person: Matt Alvey

Address: 4666 S. Ash Avenue Phone No: 480-216-9273

City: Tempe State: AZ Fax: _____ Email: malvey@stanleyworks.com

Fund: County Anti-Racketeering Fund/County Attorney/Miscellaneous Other Type of Funds: Restricted

Fund Code: 3543.301.4340.99 Grant General Fund Other

Date Sent for Legal Review: n/a Date Returned: _____

Special Notes:
Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the City of Avondale, for cooperative purchasing. By using the City of Avondale contract with Stanley Security Solutions., it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with the City of Avondale, Contract No. 13412, for Security Electronic Systems: Software & Support Agreement approved this 4th day of May, 2016.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.

Publish Date
December 29, 2015

STANLEY.
Security

Customized Solution Recommendation

Prepared For

GILA COUNTY - TASC

Prepared By

Matt Alvey
Systems Integration Consultant

Quote: Q-00657993.2

GILA COUNTY - TASC
 500 E Fairgrounds Rd
 Globe, AZ 85501

Remit to
 Stanley Security Solutions
 Dept Ch 14210
 Palatine, IL 60055 4210

Proposal Generated: 12/29/2015

Qty	Description	Part Number	Unit Price	Total Price
2	T-REX Exit Detector w/Tamper and Timer, White Recessed Steel Door Contact w/Wire Leads, 1/2" Diameter, Gray, 1/2"IN Gap Size, Closed Loop	SWH-TREX-L1	\$110.00	\$220.00
2	Reader, RP10, MULTICLASS, SE-REV E., STD PROX, STD, WIEGAND, 1-TERM, BLE, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, 32 BIT	SR-1078GY	\$10.00	\$20.00
2	Intelligent Dual Reader Controller - 12 VDC or 24 VDC @ 700mA, size (6 inches (152mm) W x 8 inches (203mm) L x 1 inches (25mm)H), 15 year lithium battery (or 3 months full run); 6 MB standard carholder flash memory; 50,000 of Event memory, maximum of 32 devices, On-board Ethernet; on- board two door control, eight inputs, four outputs, cabinet tamper and power fault input monitors, RoHS, CE, C Tick and UL 294	900PTNTEK0000	\$225.00	\$450.00
1	Level UL Listed Hardware Enclosure (22X 16 X 4.5) Only With Lock And Tamper Switch Support Up To Two Level Access hardware Modules (UL Approved)	LN1-2220	\$2,069.23	\$2,069.23
1	Battery - 12V, 7AH	BAS-CTX	\$95.00	\$95.00
2	12/24 DC UI PS W/ACMS	IM1270	\$21.00	\$42.00
1	Door Hardware - Electric door strike for cylindrical lock	AX-4050UACM	\$350.00	\$350.00
2	Miscellaneous Hardware - Wire mold	HE-705017702	\$245.00	\$490.00
1	Miscellaneous Hardware - Wire mold		\$175.00	\$175.00
Equipment Total				\$3,911.23
				Total Price
Labor, Wiring, and Firestop				\$2,610.00
Final Testing, Adjust, and Programming				\$780.00
Engineering				\$320.00
Project Management, Drawings, and Documentation				\$160.00
Account Administration				\$30.00
Panel Fabrication & Assembly				\$0.00
Labor & Additional Total				\$3,900.00
Extended Warranty per SLA				\$827.00
Actual Install Sale Price				\$8,638.23
Tax				\$455.23
Final Total				\$9,093.46

All terms and conditions of City of Avondale Contract No.13412 apply

Payment Structure (Check One), Monthly Quarterly Biannually Annually

Stanley:

Approved By: _____

Signature: _____

Date: _____

Gila County:

Approved By: _____

Signature: _____

Date: _____

Billing Address: _____

Special Billing instructions:

Scope of Work: GilaCounty-TASC-Access

Customer Theory of Operation:

Install Lenel access control on two exterior doors.

Both doors will have proper lever set hardware Store Room function locksets prior to installation. Stanley will install electric strikes, door position switches, and request to exit sensors for both doors.

Customer Equipment Notes:

EXECUTIVE SUMMARY FORM

Contract Name: Dispatch Console Licensing Keys for Integration with Gila County Console system Contract No.: ADSP013-036614 State of Arizona Procurement Office

Statement of Purpose and Need (3-5 Sentences) Equipment cost to connect Sheriff's Office radio system between Globe and Payson. Dispatch console licensing keys for integration with Gila County console system. COUs not included.

Contract End Date: 05-04016 to 06-30-16

Renewal Option: Yes No

Maximum Dollar Limit: \$5,819.90

Contract Information

Firm Name: Durham Communications Contact Person: Brian Durham

Address: 4611 E Virginia Street Phone No: 480-981-8875

City: Mesa State: AZ Fax: _____ Email: brian@dcicomm.com

Fund: General Fund/Sheriff/Dispatch/Non-Specified/Communications Equipment expense

Type of Funds: Restricted

Fund Code: 1005/300/440/000/4230.20

- Grant
- General Fund
- Other

Date Sent for Legal Review: n/a

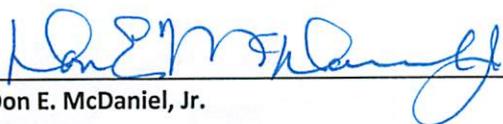
Date Returned: _____

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with Durham Communications, it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSP013-036614, for C Software Dispatch approved this 4th day of may, 2016.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.



4611 E. Virginia St.
Mesa, AZ 85215
(480)981-8875
Fax(480)-981-7146

COMMUNICATION INTEGRATION & SOLUTIONS SINCE 1945

PRICE QUOTE	1/14/2016	PRESENTED TO:	AZ ROC# 086528 L-67
Summary - Dispatch console licensing keys for integration with GCSO console system AZ State contract pricing	Contact: Todd Bramlet	Organization: Payson	Email: tbramlet@ci.payson.az.us
	Department: Police Department	Address: 303 North Beeline Highway	Phone: (928) 595-4008
	City, State Zip: Payson, AZ 85541		Fax: (928) 474-4558
			Cell: (602) 254-0481
Contract Number (State, WSCA, GSA, Other)	ADSP013-036614	Salesperson	Qty #
			01-14-2016/1

ITEM	DESCRIPTION	MAN	MODEL	PRICE	QTY	EXTENDED
1	Payson PD					
2	C-Soft 50-line SOFTWARE v7	Telex	C-SOFT7 50L	\$ 5,957.71	3	\$ 17,873.13
3	C-Soft 12-line SOFTWARE - 2012 version	Telex	C-SOFT7 12L	\$ 3,888.58	-3	\$ (11,665.74)
4	Upgrade C-Soft v6.5 to C-Soft v7	Telex	C-SOFT7 UGRADE	\$ 535.48	3	\$ 1,606.44
5						
6	Subtotal			\$ 7,813.83		
7						
8	GCSO Globe					
9	C-Soft 50-line SOFTWARE v7	Telex	C-SOFT7 50L	\$ 5,957.71	3	\$ 17,873.13
10	C-Soft 24-line SOFTWARE - 2015 version	Telex	C-SOFT7 24L	\$ 5,415.93	-3	\$ (16,247.79)
11	Upgrade C-Soft v6.5 to C-Soft v7	Telex	C-SOFT7 UGRADE	\$ 535.48	3	\$ 1,606.44
12						
13	Subtotal			\$ 3,231.78		
14						
15	GCSO Payson					
16	C-Soft 50-line SOFTWARE v7	Telex	C-SOFT7 50L	\$ 5,957.71	2	\$ 11,915.42
17	C-Soft 24-line SOFTWARE - 2015 version	Telex	C-SOFT7 24L	\$ 5,415.93	-2	\$ (10,831.86)
18	Upgrade C-Soft v6.5 to C-Soft v7	Telex	C-SOFT7 UGRADE	\$ 535.48	2	\$ 1,070.96
19						
20	Subtotal			\$ 2,154.52		

5,386.30

Notes:
CPU's need to be Windows 7 Pro. Upgrade costs for CPUs not included.

Hardware Total	plus	\$	13,200.13
TAX %	8.05	\$	1,062.61
Freight			No Charge

Project Total: \$ 14,262.74

Please FAX ALL pages back to Durham Communications to indicate your acceptance.

[Signature]
Customer Signature

5-4-16
Date PO Number

TERMS AND CONDITIONS
All prices are expressed in US Dollars and are payable in US Dollars. Payment terms are Net 30 days. All prices are F.O.B. Mesa, AZ. Customer will be billed for shipping and insurance costs. All quotations are valid for 30 days from quotation date unless otherwise contracted. In the event that DCI retains the services of an attorney to collect any amounts due hereunder, the "CUSTOMER" will pay all charges for any effort to collect including, but not limited to, attorney's FEES, court FEES and agency FEES. Project billing subject to incremental billings of 50% Notice to Proceed, 30% Equipment Delivery to DCI, 10% Installation/Labor Completed, 10% Acceptance unless otherwise contracted.

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. 042116
REPAIR OF IMTC42 AND STI 3500 CRANES
AUTO/EQUIPMENT MAINTENANCE SHOP

THIS AGREEMENT, made and entered into this 4th day of May, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Western Industrial Equipment Services, 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 **Auto Maintenance Shop** 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 042116** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 042116** 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 042116**, 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 through June 30, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$2,089.14 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. 042116 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

WESTERN INDUSTRIAL EQUIPMENT SERVICES, LLC



Don E. McDaniel Jr., County Manager



Signature

Date: 5/4/16

TERRY L BONNER SR.
Print Name

 **WESTERN INDUSTRIAL
EQUIPMENT SERVICES, LLC**
2401 S. 19th Street
Phoenix, AZ 85034

Estimate

Date	Estimate #
2/17/2016	1469
	Exp.Date
	2/17/2016

Name / Address
Stephanie Chaldez, Buyer Gila County Finance 1400 E. Ash Globe, AZ 85501

P.O. No.	Model Number	Serial Number
		2820081052

Item	Description	Qty	Rate	Total
	IMT C42 S/N 540729-009 Weld Boom stop on crane. The stop will get a added support on the inner side of the stop. With the crane not being disassembled the stop will be welded on three sides. Cabinet will need to be cleaned out under the crane. This estimate is for welding the rotation stop with out having to dismantle the crane. If additional disassembly is needed time may be added. If additional work is needed I will inform you before any work is done.			
SH	Shop Hardware Steel and materials	1	125.00	125.00T
Labor SC	Service Call Labor	2	100.00	200.00
Service Call Travel	Service Call Travel	2	80.00	160.00
Subtotal				\$485.00
Sales Tax (8.6%)				\$10.76
Total				\$495.76

Phone #
602-253-0214

 **WESTERN INDUSTRIAL
EQUIPMENT SERVICES, LLC**
2401 S. 19th Street
Phoenix, AZ 85034

Estimate

Date	Estimate #
2/17/2016	1468
	Exp. Date
	2/17/2016

Name / Address
Stephanie Chaldez, Buyer Gila County Finance 1400 E. Ash Globe, AZ 85301

P.O. No.	Model Number	Serial Number
	STI 3500	1483-35

Item	Description	Qty	Rate	Total
	STI 3500 S/N 1483-35			
	This an estimate for the Repair of the STI Crane leak. Remove crane boom to replace the boom roto seal assembly. New Roto coupling requires new bolts and new holes to be drilled and tapped in crane. Also replace hoses if needed. SHIPPING WILL BE ADDED TO INVOICE.			
Parts	Parts Roto Seal Assy, Bushing for boom	1	322.08	322.08T
Parts	Parts Hoses may not be needed.	2	150.00	300.00T
SH-050	Shop Hardware for items needed to drill and tap new holes for the new roto coupling.	1	50.00	50.00T
Labor SC	Service Call Labor Labor to tear crane down replace Roto Seal Assy and Assemble crane.	6	100.00	600.00
Service Call Travel	Service Call Travel	2	80.00	160.00
SERMILE	Service Truck Mileage *****PLUS SHIPPING*****	90	1.15	103.50
Subtotal				\$1,535.58
Sales Tax (8.6%)				\$57.80
Total				\$1,593.38

Phone #
602-253-0214





AMENDMENT NO. 2 to LEASE AGREEMENT 032912

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

**SITE LEASE AGREEMENT
DIAMOND POINT MOUNTAIN EQUIPMENT SPACE**

Effective June 13, 2012, Gila County and R&M Repeaters LLC entered into a Lease Agreement whereby Gila County is leasing the Diamond Point Mountain Site, Payson, AZ, for repeater radio equipment space.

Amendment No. 1 to Lease Agreement No. 032912 was executed on June 17, 2015 extending the term of the agreement from July 1, 2015 to June 30, 2016.

Lease Agreement 032912 expires on June 30, 2016. Per Item #5-Term, upon agreement of both parties, the lease may be extended for two (2) additional one (1) year terms.

Amendment No. 2 to Lease Agreement No. 032912 will exercise the option to renew the term of **Lease Agreement No. 032912** for an additional one (1) year term, from July 1, 2016 to June 30, 2017. Total annual compensation shall not exceed Two Thousand Thirty-Four dollars and 87/100's (\$2,034.87).

All other terms, conditions and provisions of the original Lease Agreement shall remain the same and apply during the July 1, 2016 to June 30, 2017 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 4th day of may, 2016.

GILA COUNTY



Don E. McDaniel Jr., County Manager

R&M REPEATER LLC.



Signature

Print Name Christopher F. Salsot



AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 031915
*The following amendments are hereby incorporated into the
agreement for the below project*

ON-CALL PLUMBING AND SEPTIC REPAIRS IN COPPER REGION
VARIOUS SOUTHERN GILA COUNTY BUILDINGS

Effective May 06, 2015, Gila County and Earthquest Plumbing, Inc. entered into a contract whereby Earthquest Plumbing, Inc. agreed to provide On-Call Plumbing and Septic Repairs in Copper Region for Various Southern Gila County Buildings.

Amendment No. 1 to Service Agreement No. 031915 was executed on April 06, 2016 to increase the contract amount by an amount of Two Thousand dollars and 00/100's (\$2,000.00).

Service Agreement No. 031915 will expire on May 05, 2016. Per Article 24-Term, Gila County shall have the sole option, to renew the contract for two (2) additional (1) year periods.

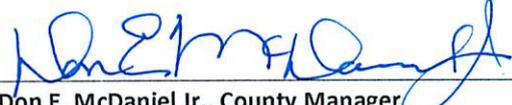
Amendment No. 2 to Service Agreement No. 031915, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1 year term, from May 06, 2016 to May 05, 2017, for a contract amount of not to exceed Four Thousand dollars and 00/100's (\$4,000.00) without prior written approval from the County.

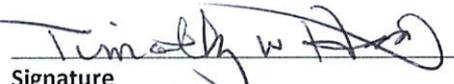
All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the May 06, 2016 to May 05, 2017 period.

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 11th day of May, 2016.

GILA COUNTY

EARTHQUEST PLUMBING, INC.


Don E. McDaniel Jr., County Manager


Signature

Date: 5/11/16

Timothy W. Haas
Print Name

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

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

John D. Marcanti, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager,
1400 E. Ash St., Globe, AZ 85501
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

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

**PROFESSIONAL SERVICES AGREEMENT NO. 060614
IMPOUND AGREEMENT**

HUMANE SOCIETY OF CENTRAL ARIZONA, INC.

AMENDMENT NO. 1

Effective June 18, 2014, Gila County and Payson Humane Society entered into a contract whereby Payson Humane Society would provide Animal Impound Services for Gila County Division of Health and Emergency Services for the term of July 1, 2014 to June 30, 2015.

The contract expires on June 30, 2015. Per page 6, SPECIAL PROVISIONS, 12. of the contract, Gila County Shall have the option to extend the Agreement for two (2) more one (1) year terms upon agreement of both parties.

Amendment No. 1 will allow the contract term to be extended one (1) year from July 1, 2015 to June 30, 2016. Total annual compensation shall not exceed \$31,200.00, 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 July 1, 2015 to June 30, 2016 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 19~~th~~ day of MAY, 2015.

**GILA COUNTY:
GILA COUNTY MANAGER**



Don E. McDaniel Jr.

**CONTRACTOR:
Payson Humane Society**



Payson Humane Society

Tommy 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



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

Jeff Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 050416-1
PROPERTY ABATEMENT AT 7476 WEAVER CIRCLE, GLOBE, ARIZONA
COMMUNITY DEVELOPMENT

THIS AGREEMENT, made and entered into this 11th day of May, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DJ's Companies, Inc., 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 Development** 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 050416-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 050416-1** 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 050416-1**, 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 bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **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 June 7, 2016 and remains in effect through June 13, 2016.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$9,092.84 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. 050416-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

DJ'S COMPANIES, INC.


Don E. McDaniel Jr., County Manager


Signature

Date: 5/11/16

Spiro J. Janvich, President
Print Name

DJ's Companies Inc.

P.O. Box 1810
 Claypool AZ, 85532
 Office 928-425-0602
 Fax 928-425-0332

Quote Number
#1647

Gila County
745 N Rose Mofford Way
Globe Az. 85501

Received By Betty Hurst
 Date 5/3/2016
 Phone # (928)402-4355

Qty	Description	Price per unit	Total
	Project Location 7476 Weaver Circle.		
# 1	Labor and equipment to demolish house trailer and additions attached to trailer. The debris from the house will be hauled to the Gila County Landfill. Price includes , transport fees, and equipment cost.		\$7,618.80
40 tons	Estimated tons of waste to be hauled off from job site.	\$47.03	(\$1,881.20)
# 2	Septic tank in the back yard will be pumped out, collapsed, and filled in.		\$500.00
# 3	Boarding up wooden shed with plywood.		\$600.00
Note:	Gila County responsible for an estimated 40 ton dump fees		
Excluded:	Permits, Compaction tests or removing, relocating any utilities to complete the job.		
	Sub Total		\$8,718.80
	Gila County Tax	6.60%	\$374.04
	TOTAL		\$9,092.84

Respectfully submitted by:


 Spiro (Speter) Jonovich
5/3/16
 Date

Accepted by:

 Signature

 Printed name

 Date

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on May 03, 2016 to,
Betty Hurst, bhurst@gilacountyaz.gov, fax 928-402-4355

"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:	<u>D.J.'s Companies Inc.</u>		
Contractor Address:	<u>P.O. Box 1810 Claypool AZ, 85532</u>		
Contractor Phone #:	<u>928-425-0602</u>	Email Address:	<u>djscospeter@outlook.com</u>
Contractor Signature:			
TOTAL COST FOR MATERIAL & INSTALLATION			
LABOR COST	\$	<u>8,467.¹⁰</u>	(TAXES INCLUDED)
MATERIAL COST	\$	<u>625.⁷⁴</u>	(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 bhurst@gilacountyaz.gov or call 928-402-4355.



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 102015

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

HVAC ON-CALL SERVICE TIMBER REGION

NORTHERN GILA COUNTY

Effective January 20, 2016, Gila County and North Mechanical, LLC, Inc. entered into a contract whereby North Mechanical, LLC, Inc. agreed to provide HVAC On-Call Service for Northern Gila County.

The Facilities Department would like to increase the original contract amount of Four Thousand dollars and 00/100's (\$4,000.00) by an additional Four Thousand dollars and 00/100's (\$4,000.00) to cover the added cost of repairs to the HVAC system at the Payson Admin Building, and any additional costs that may incur during the January 20, 2016 to January 19, 2017 term of the contract.

Amendment No. 1 to Service Agreement No. 102015 will serve to increase the contract amount by an amount of Four Thousand dollars and 00/100's (\$4,000.00).

Consequently, the contract is amended to increase the contract amount by \$4,000.00 for a new total contract amount of Eight Thousand dollars and 00/100's (\$8,000.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the January 20, 2016 to January 19, 2017 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 11th day of May, 2016.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 5/11/16

NORTH MECHANICAL, LLC, INC.



Signature

Darin North

Print Name

ARF-3706

Consent Agenda Item 5. H.

Regular BOS Meeting

Meeting Date: 06/07/2016

Reporting Period: April 25-May 1, 2016; May 2-8, 2016; May 9-15, 2016;

May 16-22, 2016; May 23-29, 2016

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk

Information

Subject

Finance reports/demands/transfers for the weeks of April 25-May 1, 2016; May 2-8, 2016; May 9-15, 2016; May 16-22, 2016; May 23-29, 2016.

Suggested Motion

Approval of finance reports/demands/transfers for the weeks of April 25-May 1, 2016; May 2-8, 2016; May 9-15, 2016; May 16-22, 2016; May 23-29, 2016.

Attachments

Finance Weekly Report May 23-29, 2016

Finance Weekly Report May 16-22, 2016

Finance Weekly Report May 9-15, 2016

Finance Weekly Report May 2-8, 2016

Finance Weekly Report April 25-May 1, 2016



Gila County, Arizona

Weekly Expenditure Report
(23 May – 29 May 2016)

Gila County Finance Department

Gila County Finance Department
Weekly Expenditure Report
(23 May - 29 May 2016)

Accounts Payable Expenditures

AP Expenditure Type	Payee/Description	Amount	Comment
Special Check Run	The University of Arizona	\$ 300.00	Batch Date 5/23/16
Special Check Run	The University of Arizona	\$ 300.00	Batch Date 5/23/16
Special Check Run		\$ -	
Regular Weekly AP Check Run	Various Payees - 95 Checks	\$ 742,660.41	Batch Date 5/31/16
		\$ -	
Gross AP Expenditures:		\$ 743,260.41	
Void - Check # 277105	The University of Arizona	\$ 600.00	Separate checks needed.
Void - Check #		\$ -	
Void - Check #		\$ -	
Void - Check #		\$ -	
Less Voided Payments:		\$ 600.00	
Net AP Expenditures:		\$ 742,660.41	

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:	\$ 742,660.41
Total Payroll Expenditures:	\$ -
Total Accounts Payable & Payroll Expenditures:	\$ 742,660.41

Credit Card Charges

Transaction	Merchant	Amount	Comment
265 Transactions 23 May - 29 May 2016	Various Merchants	\$ 38,762.12	Payment Due: June 2016

Accounts Payable

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	05/23/2016	277119 Accounts Payable	THE UNIVERSITY OF ARIZONA		300.00
	Invoice		Date	Description	Amount
	050616BSALEHR		05/06/2016	RAHIL ABOU SALEH UA/NAWT SOIL EVALUATION	300.00
Check	05/23/2016	277120 Accounts Payable	THE UNIVERSITY OF ARIZONA		300.00
	Invoice		Date	Description	Amount
	051216ALEMONM		05/12/2016	MICHAEL LEMON UA/NAWT SOIL EVALUATION	300.00
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 2		\$600.00
Checks:		2	\$600.00		

*Reviewed
5-23-16
JD*

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/31/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	05/31/2016	277121 Accounts Payable	ACDONA		200.00
	Invoice	Date	Description		Amount
	050516SCALESR	05/05/2016	RAMONA SCALES 2016 ACDONA DUES		200.00
Check	05/31/2016	277122 Accounts Payable	ADVANCED CONTROLS CORPORATION		773.83
	Invoice	Date	Description		Amount
	14-4431-4	04/14/2016	Fire Alarm Panels System Monitoring		773.83
Check	05/31/2016	277123 Accounts Payable	ALLIANT GAS LLC		401.47
	Invoice	Date	Description		Amount
	051616000414100	05/16/2016	ACCT#000414100		10.87
	051616000753400	05/16/2016	1100 N BEELINE HWY #G		38.10
	051716020026100	05/17/2016	ACCT#20026100 BIO		10.87
	051716000460000	05/17/2016	ACCT#460000 SO/JAIL		341.63
Check	05/31/2016	277124 Accounts Payable	ARIZONA DEPARTMENT OF REVENUE		1,391.95
	Invoice	Date	Description		Amount
	April2016	04/01/2016	Use Tax April 2016		1,391.95
Check	05/31/2016	277125 Accounts Payable	ARIZONA DEPARTMENT OF REVENUE		250.00
	Invoice	Date	Description		Amount
	04-061316	05/25/2016	JARED JERGASON AAO COURSE 101 JUNE 13-17, 2016		250.00
Check	05/31/2016	277126 Accounts Payable	ARIZONA PUBLIC SERVICE		986.16
	Invoice	Date	Description		Amount
	051816202566283	05/18/2016	202566283 S/O EVIDENCE STORAGE BLDG		92.01
	051816548862289	05/18/2016	548862289 COURTHOUSE PARKING LOT LIGHTS		651.14
	051916295101283	05/19/2016	295101283 MIAMI GARDENS SLID		243.01
Check	05/31/2016	277127 Accounts Payable	ARIZONA WATER COMPANY		1,708.81
	Invoice	Date	Description		Amount
	0517160912403730	05/17/2016	ACCT#091-24-03730-2 APACHE AVE COMPLEX		232.11
	0517160912403731	05/17/2016	ACCT#091-24-03731-1 APACHE AVE SPRINKLERS		29.91
	0520160912801042	05/20/2016	ACCT#091-28-01042-1 725 ROSE MOFFORD WAY		29.91

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/31/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	0520160912801054	05/20/2016	0912-28-01054-1 1001 W BESICH BLVD		608.92
	0520160912801052	05/20/2016	091-28-01052-1 BESICH ROAD/SHOP		217.51
	0519160812801090	05/19/2016	091-28-01090-1 LANDFILL SCALES RUSSELL GULCH		59.66
	0520160912802053	05/20/2016	091-28-01053-1 745 N ROSE MOFFORD		196.50
	0519160912801085	05/19/2016	091-28-01085-1 ROADS DEPTS & SOLID WASTE		274.47
	0520160912801043	05/20/2016	091-28-01043-1 745 N ROSE MOFFORD WAY		29.91
	0520160912801044	05/20/2016	091-28-01044-1 AUTO EQUIP & ROADS OFFICES		29.91
Check	05/31/2016	277128 Accounts Payable	AT&T		10.10
	Invoice	Date	Description		Amount
	0511169274747100	05/23/2016	030 476 0992 001 SHERIFF YOUNG		10.10
Check	05/31/2016	277129 Accounts Payable	BERNAYS , MICHAEL B		7,673.00
	Invoice	Date	Description		Amount
	2016-06	05/25/2016	Legal Services fro Indigent Citizens		7,673.00
Check	05/31/2016	277130 Accounts Payable	BOSE PUBLIC AFFAIRS GROUP		6,639.50
	Invoice	Date	Description		Amount
	650236	05/11/2016	Federal Relations Services and Support		6,639.50
Check	05/31/2016	277131 Accounts Payable	BULMAN FAMILY FUNERAL HOMES INC		1,000.00
	Invoice	Date	Description		Amount
	052016-Daniels	05/20/2016	Autopsy Srv for C. Daniels		1,000.00
Check	05/31/2016	277132 Accounts Payable	BYRUM , SUSAN		2,924.00
	Invoice	Date	Description		Amount
	051916	05/19/2016	CR2014-0104		2,324.00
	051616-Diem	05/20/2016	Per Diem Costs 051616		600.00
Check	05/31/2016	277133 Accounts Payable	BYRUM , SUSAN		1,586.70
	Invoice	Date	Description		Amount
	03222016	03/22/2016	Travel Reimbursement 032216		86.70
	050216-Diem	05/02/2016	Per Diem Week of 050216		1,500.00
Check	05/31/2016	277134 Accounts Payable	CABLE ONE		707.24
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/31/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		051616-105617260	05/16/2016	Acct. No. 105617260	
		051616-105921449	05/16/2016	Acct. No. 105921449	237.14
		051616-105632608	05/16/2016	Acct. No. 105632608	277.38
Check	05/31/2016	277135 Accounts Payable	CANYON STATE OIL		192.72
	Invoice		Date	Description	21,246.06
					Amount
		0596582-IN	05/17/2016	Fuel @ Globe Shop	13,867.01
		0603226-IN	05/23/2016	Fuel @ Star Valley	5,749.45
		0603230-IN	05/23/2016	Fuel @ Young	1,629.60
Check	05/31/2016	277136 Accounts Payable	CASILLAS , SHAUNAE		200.00
	Invoice		Date	Description	Amount
		06082016	05/26/2016	TravelCash Advance 060816-061116	200.00
Check	05/31/2016	277137 Accounts Payable	CEMEX CONSTRUCTION MATERIALS SOUTH LLC		355.38
	Invoice		Date	Description	Amount
		9433216742	05/05/2016	District 2 Purchase of sand - Old Dominion Park	355.38
Check	05/31/2016	277138 Accounts Payable	CENTURYLINK		2,526.23
	Invoice		Date	Description	Amount
		9284257470042816	04/28/2016	SERV FOR 928 425 7470 344B	39.38
		9284259638042816	04/28/2016	SERV FOR 928 425 9638 901B	75.69
		9284746128042816	04/28/2016	SERV FOR 928-474-6128	36.86
		9284258281042816	04/28/2016	SERV FOR 928 425 8281 423B	360.54
		9284253952042816	04/28/2016	SERV FOR 928 425 3952 305B	69.50
		9284253023050116	05/01/2016	SERV FOR J 928 425 3023 934M	100.84
		9284028089051016	05/10/2016	SERV FOR SHERIFFS 9284028089	294.95
		9284028090051016	05/10/2016	SERV FOR HEALTH 9284028090	106.91
		9284021870051616	05/10/2016	Serv For 928-402-1870 733B	349.32
		9284747100042816	04/28/2016	Serv For 928-474-7100	211.68
		9284723024051016	05/10/2016	SERV FOR SHERIFFS	33.62
		9284727920051016	05/10/2016	SERV FOR SHERIFFS	104.66
		9284721124051016	05/10/2016	Serv For 928-472-1124	134.48
		9284029481051016	05/10/2016	SERV FOR SOLID WASTE	41.10
		9284020423051016	05/10/2016	SERV FOR FUEL MANG	34.26

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/31/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		9284724621051016	05/10/2016	SERV FOR CLERK OF COURT	121.99
		9284028195051016	05/10/2016	SERV FOR FACILITIES	100.24
		9284253625042816	04/28/2016	SERV FOR 928 425 3625 571B	34.39
		9284254457042816	04/28/2016	SERV FOR 928 425 4457 706B	98.64
		9284740614042816	04/28/2016	SERV FOR 928 474 0614 480B	177.18
Check	05/31/2016	277139 Accounts Payable	CENTURYLINK BUSINESS SERVICES		4,554.12
	Invoice	Date	Description		Amount
		1375863219	05/15/2016	Act# 82505835	4,554.12
Check	05/31/2016	277140 Accounts Payable	CHAPMAN AUTO CENTER		1,920.22
	Invoice	Date	Description		Amount
		5136319	05/23/2016	TRANSMISSION FOR VEHICLE B-121 PAYSON SHERIFF'S OFFICE	1,920.22
Check	05/31/2016	277141 Accounts Payable	CHILDHHELP INC		600.00
	Invoice	Date	Description		Amount
		02292016GCATTNY	03/07/2016	Feb 2016 Forenisc Interviews	600.00
Check	05/31/2016	277142 Accounts Payable	COBRE VALLEY REGIONAL MEDICAL CENTER		330.12
	Invoice	Date	Description		Amount
		05122016	05/12/2016	Medical Srv for Juv. (AW)	19.40
		05062016	05/06/2016	Medical Srv for Juv. (VM)	310.72
Check	05/31/2016	277143 Accounts Payable	CRAIG , JULIANA		500.00
	Invoice	Date	Description		Amount
		05052016	05/05/2016	CPR/First Aid 50 Students	500.00
Check	05/31/2016	277144 Accounts Payable	CREDIT CARD REVOLVING FUND		6,920.95
	Invoice	Date	Description		Amount
		04012016COOK	04/01/2016	March Chrgs April Stmt Janice Cook	393.12
		04012016Garrett	04/01/2016	March Chrgs April Stmt Christine Garrett	135.00
		04012016Horn	04/01/2016	March CHrs April Stmt Paula Horn	403.00
		04012016Luhm	04/01/2016	March Chrgs April Stmt Dave Luhm	1,086.24
		03012016LUHM	03/01/2016	Feb Chrgs March Stmt David Luhm	1,423.21
		042616ODELLL	04/01/2016	LINDA ODELL APR STMT FOR MAR CHGS	81.59

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 05/31/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		042616ROMEROB	04/01/2016	BARBARA ROMERO APR STMT FOR MAR CHGS	490.92
		042616TORRESA	04/01/2016	ALLISON TORRES APR STMT FOR MAR CHGS	417.30
		042616SHERIFFTRA	04/01/2016	SHERIFF TRANSPORT NORTH APR STMT FOR MAR CHGS	19.50
		042616PRINED	04/01/2016	DORINE PRINE APR STMT FOR MAR CHGS	370.52
		042616PACHECOP	04/01/2016	PATRICIA PACHECO APR STMT FOR MAR CHGS	23.53
		042616SLUYTERC	04/01/2016	CHERYL SLUYTER APR STMT FOR MAR CHGS	150.41
		042616WILLIAMSJ	04/01/2016	JOSEPH WILLIAMS STMT FOR MAR CHGS	347.42
		042616URSINZACHA	04/01/2016	DEEADRA URSIN-ZACHARY APR STMT FOR MAR CHGS	422.92
		042616ROGERSB	04/01/2016	BRIAN ROGERS APR STME FOR MAR CHGS	441.54
		042616WARDENM	04/01/2016	MARK WARDEN APR STMT FOR MAR CHGS	418.71
		042616ALVAREZD	04/01/2016	DEVIN ALVAREZ APR STMT FOR MAR CHGS	296.02
Check	05/31/2016	277145 Accounts Payable	DE LOS REYES , MARK		125.00
	Invoice	Date	Description		Amount
		06122016	05/23/2016	Travel Cash Advance 061216-061716	125.00
Check	05/31/2016	277146 Accounts Payable	DELL MARKETING LP		5,013.74
	Invoice	Date	Description		Amount
		XJXC25K67	05/08/2016	Dell Optiplex 9020	3,008.24
		XJXC5MWWW4	05/09/2016	Dell Optiplex 9020	2,005.50
Check	05/31/2016	277147 Accounts Payable	DJ'S COMPANIES INC		707.80
	Invoice	Date	Description		Amount
		16-1218	04/01/2016	Copper Roads Department Portable Toilets	245.18
		16-1217	04/01/2016	Porta-Jon Service-Fairgrounds	147.10
		16-1249	04/01/2016	Portable Toilet/Sales Tax/Shipping	157.76
		16-1371	05/01/2016	Portable Toilet/Sales Tax/Shipping	157.76
Check	05/31/2016	277148 Accounts Payable	DOLLYWOOD FOUNDATION		5,186.80
	Invoice	Date	Description		Amount
		06161019	06/01/2016	Monthly books for children (Gila)	3,911.80
		06161238	06/01/2016	Monthly books for children (San Carlos)	1,275.00
Check	05/31/2016	277149 Accounts Payable	DONNA DELAVINA REPORTING LLC		600.00
	Invoice	Date	Description		Amount
		7552	05/05/2016	Court Reporting PSPRS SO Board	600.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/31/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/31/2016	277150 Accounts Payable	DUTCHAIRE LLC		2,739.00
	Invoice		Description		Amount
		885586	05/12/2016	Install FridgeKing - HH# 3610	2,739.00
Check	05/31/2016	277151 Accounts Payable	EARTH MOVER TIRE SALES INC		1,951.26
	Invoice		Description		Amount
		29827	05/25/2016	Copper Fleet passenger tires for 2015-2016	360.30
		29599	05/05/2016	Copper Fleet passenger tires for 2015-2016	881.55
		29835	05/26/2016	Copper Fleet passenger tires for 2015-2016	709.41
Check	05/31/2016	277152 Accounts Payable	EASTERN ARIZONA COUNTY ORGANIZATION		50,000.00
	Invoice		Description		Amount
		05022016	05/02/2016	IGA- Prgm Assistance FY16	50,000.00
Check	05/31/2016	277153 Accounts Payable	ELLEDGE , SAMANTHA		3,000.00
	Invoice		Description		Amount
		1036	05/24/2016	JD14-15-16 Court Appointment	3,000.00
Check	05/31/2016	277154 Accounts Payable	EYLICIO , GABRIEL E		32.50
	Invoice		Description		Amount
		04282016	04/28/2016	Travel REimbursement 042716-042816	32.50
Check	05/31/2016	277155 Accounts Payable	FABOK , GLINDA S		3,269.55
	Invoice		Description		Amount
		829	05/13/2016	Grand Jury 051016	578.60
		828	05/10/2016	CR201500257 Dodson Trial -	2,690.95
Check	05/31/2016	277156 Accounts Payable	FATHER MATTERS INC		700.00
	Invoice		Description		Amount
		12112015	12/11/2015	Vance Simms Home Visit Conference	700.00
Check	05/31/2016	277157 Accounts Payable	FEDEX		13.69
	Invoice		Description		Amount
		5-421-87957	05/19/2016	Shipping Through 051916	13.69
Check	05/31/2016	277158 Accounts Payable	FERGASON , JARED		125.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/31/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	061316		05/23/2016	Travel Cash Advance 061316-061716	125.00
Check	05/31/2016	277159 Accounts Payable		FOREST VIEW INC. DBA POSTNET	16.31
	Invoice		Date	Description	Amount
	458505		05/05/2016	CUST#208 PROBATION B&W PRINTING	16.31
Check	05/31/2016	277160 Accounts Payable		GANN , MARK S	100.00
	Invoice		Date	Description	Amount
	05212016		05/21/2016	Steel Toe Boot Reimbursement	100.00
Check	05/31/2016	277161 Accounts Payable		GILA COUNTY TREASURER	2,441.00
	Invoice		Date	Description	Amount
	05162016		05/16/2016	Juror Reimbursement	2,441.00
Check	05/31/2016	277162 Accounts Payable		GLOBE MOBILE HOME PARK	870.00
	Invoice		Date	Description	Amount
	22758		05/20/2016	Water Deposit #94 - HH# 10702	50.00
	22759		05/20/2016	Rent Prevention #94 HH#10702	820.00
Check	05/31/2016	277163 Accounts Payable		GLOBE OFFICE BUILDING PARTNERS, LLC	13,394.16
	Invoice		Date	Description	Amount
	June2016		05/27/2016	1100 Monroe Street/Probation/ Lease Agreement	13,394.16
Check	05/31/2016	277164 Accounts Payable		GRICE , ROSE MARY	40.00
	Invoice		Date	Description	Amount
	05232016		05/23/2016	Interpreter for Case J0403CR2015000403	40.00
Check	05/31/2016	277165 Accounts Payable		HEALTHCARE MEDICAL WASTE SERVICES	280.54
	Invoice		Date	Description	Amount
	109890		05/07/2016	Sheriff's Office Jail-Medical Waste Containment	84.91
	109888		05/07/2016	Juvenile Detention-Medical Waste Containment	74.91
	109893		05/07/2016	Immunization Program-Medical Waste Containment	120.72
Check	05/31/2016	277166 Accounts Payable		HILLYARD PHOENIX	2,332.27

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/31/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	602067985		05/06/2016	Juvenile Detention Cleaning Supplies	140.28
	602081446		05/18/2016	Juvenile Detention Cleaning Supplies	773.66
	602078574		05/16/2016	Juvenile Detention Cleaning Supplies	1,418.33
Check	05/31/2016	277167	Accounts Payable	HOLIDAY HILLS MHP	650.00
	Invoice		Date	Description	Amount
	22756		05/05/2016	Rent - HH# 9525 Apt# 27	650.00
Check	05/31/2016	277168	Accounts Payable	JANI SERV INC	250.00
	Invoice		Date	Description	Amount
	16-885		05/25/2016	Cleaning Carpet Payson COurthouse	250.00
Check	05/31/2016	277169	Accounts Payable	JOHNSON , ROBERT J	50.00
	Invoice		Date	Description	Amount
	05062016		05/06/2016	Reimbursement for Safety Glasses	50.00
Check	05/31/2016	277170	Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A. INC	74.84
	Invoice		Date	Description	Amount
	239655598		05/11/2016	BizHub C454e Globe Health/Color	36.64
	239715213		05/18/2016	BizHub C754 Treasurer's Office/Color/Monthly	10.42
	239747925		05/21/2016	Payson Assessor BizHub C654e S/N A2X1017001847	27.78
Check	05/31/2016	277171	Accounts Payable	KS STATEBANK	267.85
	Invoice		Date	Description	Amount
	Pyt#12-3348028		05/23/2016	BizHub C554e/Globe Sheriff's Patrol	267.85
Check	05/31/2016	277172	Accounts Payable	KS STATEBANK	246.81
	Invoice		Date	Description	Amount
	Pyt#33-3345816		05/24/2016	Act# 3345816 BizHub C654e Payson Assessor's Office	246.81
Check	05/31/2016	277173	Accounts Payable	KS STATEBANK	264.94
	Invoice		Date	Description	Amount
	Pyt#21-3347311		05/24/2016	Act# 3347311 - BizHub C554e Globe Sheriff's Admin/Records Office	264.94
Check	05/31/2016	277174	Accounts Payable	KS STATEBANK	108.05

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/31/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
		Pyt#8-3348901	05/24/2016	Act# 3348901BizHub C224e Copier-Probation/Detention	108.05
Check	05/31/2016	277175 Accounts Payable		KS STATEBANK	247.12
	Invoice		Date	Description	Amount
		Pyt#21-3347357	05/24/2016	Act#3347357 Globe/Payson Task Force	247.12
Check	05/31/2016	277176 Accounts Payable		KS STATEBANK	267.25
	Invoice		Date	Description	Amount
		Pyt#21-3347349	05/24/2016	Act#3347349 BizHub C554e Payson Sheriff's Record Office	267.25
Check	05/31/2016	277177 Accounts Payable		LexisNexis Risk Solutions	50.00
	Invoice		Date	Description	Amount
		1007487-20160430	04/30/2016	Membership Monthly	50.00
Check	05/31/2016	277178 Accounts Payable		LIN CUM INC	12,941.99
	Invoice		Date	Description	Amount
		21604011	04/12/2016	Microfilm reader for viewing of archived court records	12,144.34
		21604028	04/29/2016	Archival Vault Storage/Gila County Superior Court	797.65
Check	05/31/2016	277179 Accounts Payable		MCCREARY GROUP	389.20
	Invoice		Date	Description	Amount
		CA0501	05/05/2016	Transcripts of Misc Interviews	389.20
Check	05/31/2016	277180 Accounts Payable		MCKEEN , DANNY E	40.15
	Invoice		Date	Description	Amount
		05192016	05/19/2016	Reimbursement for Fuel	40.15
Check	05/31/2016	277181 Accounts Payable		MCKESSON MEDICAL SURGICAL INC	419.71
	Invoice		Date	Description	Amount
		77630198	04/28/2016	Wipes + Sanitizer	255.68
		77629797	04/28/2016	Surface Cleaner	164.03
Check	05/31/2016	277182 Accounts Payable		MESSINGER PAYSON FUNERAL HOME	1,640.00
	Invoice		Date	Description	Amount
		PF5708G	04/01/2016	Indigent Burial H. Largent	410.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/31/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	PF5705G	04/01/2016	Indigent Burial P. Rollins		410.00
	PF5687G	04/01/2016	Indigent Burial - W. Beecroft		410.00
	PF5681G-A	04/01/2016	Indigent Burial - D.Berge (Cremation)		410.00
Check	05/31/2016	277183 Accounts Payable	MILLER , MEGAN		83.64
	Invoice	Date	Description		Amount
	04252016	04/25/2016	Travel Reimbursement 042516		83.64
Check	05/31/2016	277184 Accounts Payable	MOUNTAIN RETREAT BUILDERS LLC		10,275.00
	Invoice	Date	Description		Amount
	Final-HH#9375	03/22/2016	Weatherization Project HH#9375		6,000.00
	051816-HH#10600	05/18/2016	Weatherization Project No. HH#10600		4,275.00
Check	05/31/2016	277185 Accounts Payable	NATIONAL SHERIFFS ASSOCIATION		112.00
	Invoice	Date	Description		Amount
	231346	05/10/2016	NSA Membership Shepherd		112.00
Check	05/31/2016	277186 Accounts Payable	NETWORK SERVICES SOLUTIONS, LLC		803.96
	Invoice	Date	Description		Amount
	566160501	05/01/2016	Act# 566-2192 for Schools		803.96
Check	05/31/2016	277187 Accounts Payable	NORCHEM DRUG TESTING		1,950.10
	Invoice	Date	Description		Amount
	04302016	04/30/2016	Payson Testing Act# 4288-4289		1,368.05
	04302016A	04/30/2016	Drug Testing Globe 45-46		582.05
Check	05/31/2016	277188 Accounts Payable	OFFICE DEPOT		282.97
	Invoice	Date	Description		Amount
	839805764001	05/16/2016	Dusters for Elections		71.81
	8388583100001	05/10/2016	Labels + Toner for Elections		99.10
	839164208001	05/11/2016	Labels for Elections		16.10
	839165178001	05/11/2016	Paper for Elections		95.96
Check	05/31/2016	277189 Accounts Payable	PACIFIC CORRUGATED PIPE		8,119.64
	Invoice	Date	Description		Amount
	S67531	05/11/2016	CULVERT PIPE FOR COUNTY MAINTAINED ROADS		8,119.64

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/31/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/31/2016	277190 Accounts Payable	PAYSON JUSTICE COURT		919.80
	Invoice	Date	Description		Amount
	043016	04/30/2016	WELLS FARGO #711-2269217APRIL 2016 BANKCARD FEES		338.48
	043016A	04/30/2016	WELLS FARGO #711-2259861 APRIL 2016 BANK CARD FEES		581.32
Check	05/31/2016	277191 Accounts Payable	PINE STRAWBERRY WATER IMP DIS		45.72
	Invoice	Date	Description		Amount
	05161654360	05/16/2016	SERV FOR ACCT#54360		45.72
Check	05/31/2016	277192 Accounts Payable	PROFFITT , LINDA		600.00
	Invoice	Date	Description		Amount
	2016-00015	05/04/2016	GC2016-00015 LAGUNAS COURT INVESTIGATION		300.00
	2016-00018	05/23/2016	GC2016-00018 SALVIDAR COURT INVESTIGATION		300.00
Check	05/31/2016	277193 Accounts Payable	PUSKARIC , ANTHONY S		93.95
	Invoice	Date	Description		Amount
	040816PUSKARICA	04/08/2016	EE ANTHONY PUSKARIC APR TRAVEL REIMBURSEMENT		93.95
Check	05/31/2016	277194 Accounts Payable	RODRIGUEZ CONSTRUCTIONS INC		10,900.00
	Invoice	Date	Description		Amount
	3415	05/27/2016	Weatherization Project HH #8592		3,075.00
	3416	05/24/2016	Weatherization Project HH#3700		7,825.00
Check	05/31/2016	277195 Accounts Payable	SANDERS , STEVE		197.46
	Invoice	Date	Description		Amount
	052016SANDERSS	05/20/2016	EE STEVE SANDERS MAY TRAVEL REIMBURSEMENT		197.46
Check	05/31/2016	277196 Accounts Payable	SOUTHWEST GAS		270.97
	Invoice	Date	Description		Amount
	0516164611017503	05/16/2016	SERV FOR ACCT#461-1017503-002		52.50
	0516164611017486	05/16/2016	SERV FOR ACCT#461-1017486-002		116.17
	0516164611017490	05/16/2016	SERV FOR ACCT#461-1017490-002		102.30
Check	05/31/2016	277197 Accounts Payable	SPOK INC		213.45
	Invoice	Date	Description		Amount
	Z2950957E	05/21/2016	ACCT#2950957-7		198.10

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/31/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		Z3774311E	05/16/2016	ACCT#3774311-9	
Check	05/31/2016	277198 Accounts Payable	ST. PAUL'S UNITED METHODIST CHURCH		15.35
		Invoice	Date	Description	Amount
		050116	04/24/2016	Tuffy Tiger Lease Agreement	500.00
Check	05/31/2016	277199 Accounts Payable	STANLEY CONVERGENT SECURITY SOLUTIONS, INC		43,610.80
		Invoice	Date	Description	Amount
		13568444	05/23/2016	Globe Jail-5 Med Cabinets	43,610.80
Check	05/31/2016	277200 Accounts Payable	STENSON , CONNOR		23.56
		Invoice	Date	Description	Amount
		042716STENSONC	04/27/2016	EE CONNOR STENSON APR TRAVEL REIMBURSEMENT	23.56
Check	05/31/2016	277201 Accounts Payable	STROMBERG , SHIRLEY MAE		105.00
		Invoice	Date	Description	Amount
		032216STROMBERGS	03/22/2016	ELECTION WORKER 3/22/16	105.00
Check	05/31/2016	277202 Accounts Payable	SUCCESSORIES .COM LLC		1,019.94
		Invoice	Date	Description	Amount
		IN5673022	05/11/2016	EO DNMBW 22x28 Growth Sunrise Trees - 710161	1,019.94
Check	05/31/2016	277203 Accounts Payable	TDS TELECOMM		33.43
		Invoice	Date	Description	Amount
		0513169274792896	05/13/2016	SERV FOR - ACCT#928-479-2896	33.43
Check	05/31/2016	277204 Accounts Payable	TDS TOOL SOLUTIONS INC		1,030.61
		Invoice	Date	Description	Amount
		03161631613	03/16/2016	Annual Vehicle Scanner Update	1,030.61
Check	05/31/2016	277205 Accounts Payable	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		480,675.00
		Invoice	Date	Description	Amount
		GILREV2009	05/20/2016	Principal Interest Pyt Act#7778308400 ABA#021000018	480,675.00
Check	05/31/2016	277206 Accounts Payable	THERMO FLUIDS INC		80.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/31/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	69572985		03/28/2016	OIL RECYCLING FEES 3/21/16 SVS	80.00
Check	05/31/2016	277207 Accounts Payable		THOMPSON , WARNER A	73.80
	Invoice		Date	Description	Amount
	5252016		05/25/2016	SAR MISSION FUEL REIMBURSEMENT	73.80
Check	05/31/2016	277208 Accounts Payable		TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS	23.75
	Invoice		Date	Description	Amount
	5012016		05/01/2016	ACCT#563477 APRIL 2016 INVESTIGATIVE SEARCH FEES	23.75
Check	05/31/2016	277209 Accounts Payable		TYCO INTEGRATED SECURITY	795.95
	Invoice		Date	Description	Amount
	26481770		05/07/2016	Yearly Service for Globe Office Security Camera	445.23
	26481769		05/07/2016	Yearly Service for Security Camera's for Payson Office	350.72
Check	05/31/2016	277210 Accounts Payable		UNIFIRST CORPORATION	48.33
	Invoice		Date	Description	Amount
	3151644562		05/05/2016	Copper & Timber Shops Uniform delivery & cleaning serv	48.33
Check	05/31/2016	277211 Accounts Payable		UNITED STATES POSTAL SERVICE POSTMASTER	215.00
	Invoice		Date	Description	Amount
	052016BOS		05/20/2016	FIRST CLASS PRESORT PI #22 BOARD OF SUPERVISORS	215.00
Check	05/31/2016	277212 Accounts Payable		US POSTAL SERVICE POSTAGE BY PHONE	2,781.00
	Invoice		Date	Description	Amount
	050616		05/06/2016	ACCT# 34504969	2,781.00
Check	05/31/2016	277213 Accounts Payable		VOAKES , DONALD	106.08
	Invoice		Date	Description	Amount
	051316VOAKESD		05/13/2016	DON VOAKES MAY FUEL REIMBURSEMENT	106.08
Check	05/31/2016	277214 Accounts Payable		WESTERN REPROGRAPHICS LLC	292.13
	Invoice		Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/31/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	44865	05/10/2016	PHEP POSTERS EMERGENCY SERVCIES		292.13
Check	05/31/2016	277215 Accounts Payable	WRANGLER PLUMBING INC		125.00
	Invoice	Date	Description		Amount
	134762	05/16/2016	Payson & Star Valley-Emergency & Regular Maintenance		125.00
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 95		<u>\$742,660.41</u> /
Checks:	95	\$742,660.41			

*Reviewed
6-1-16
DW*

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	277105	05/23/2016	Voided	Other Void	05/23/2016	Accounts Payable	THE UNIVERSITY OF ARIZONA	600.00
Total Voided Transactions: 1								<u>600.00</u>
								\$600.00

Reviewed
6-1-16 

Payroll

Credit Card Transaction Summary

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 06/01/2016 01:46:57 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '05/23/2016' AND '05/29/2016' 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
49ER INN AND SUITES	3	\$995.50		\$0.00	3	\$995.50
4IMPRINT	5	\$2,028.80		\$0.00	5	\$2,028.80
ACE HARDWARE	1	\$34.77		\$0.00	1	\$34.77
ACE HDWE.	8	\$242.24		\$0.00	8	\$242.24
AMAZON MKTPLACE PMTS	13	\$3,544.19		\$0.00	13	\$3,544.19
AMAZON.COM	5	\$771.97		\$0.00	5	\$771.97
AMSTERDAM PRNT & LITHO	1	\$276.62		\$0.00	1	\$276.62
ANIMAL CARE EQUIP ONLI	1	\$457.28		\$0.00	1	\$457.28
ARIZONA PUBLICSRVEZPAY	3	\$769.13		\$0.00	3	\$769.13
AUTOZONE #2713	2	\$139.51		\$0.00	2	\$139.51
AUTOZONE #2715	1	\$433.30		\$0.00	1	\$433.30
AZ-WATER-CO-UTIL-PMNT	1	\$502.95		\$0.00	1	\$502.95
BELL FORD INC	2	\$323.28		\$0.00	2	\$323.28
BESTBUYCOM785573068137	1	\$195.66		\$0.00	1	\$195.66
BUDGET RENT-A-CAR	1	\$433.95		\$0.00	1	\$433.95
CAPRIDGE MANAGEMENT IN	1	\$11.00		\$0.00	1	\$11.00
CBI*NITRO PDF	1	\$45.49		\$0.00	1	\$45.49
CENTRAL AZ SUPPLY	1	\$7.10		\$0.00	1	\$7.10
CHAPMAN AUTO CENTER	4	\$721.50		\$0.00	4	\$721.50
CHARM-TEX	3	\$794.50		\$0.00	3	\$794.50
CHASE S BEELINE HWY	2	\$606.90		\$0.00	2	\$606.90
CHILI'S PAYSON	1	\$7.61		\$0.00	1	\$7.61
CIRCLE K 01846	1	\$125.00		\$0.00	1	\$125.00
CIRCLE K 01948	1	\$22.50		\$0.00	1	\$22.50

Transaction Summary by Parent Merchant

US90037

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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
COBRE VALLEY COMMUNITY	1	\$25.35		\$0.00	1	\$25.35
COBRE VALLEY MOTORS	5	\$749.65		\$0.00	5	\$749.65
COCOS BAKERY RESTAURAN	1	\$47.55		\$0.00	1	\$47.55
COMMUNITY ACTION PARTN	1	\$1,071.00		\$0.00	1	\$1,071.00
COPPER HILLS VETERINAR	1	\$232.34		\$0.00	1	\$232.34
CORNER STORE 0238	1	\$30.00	1	(\$12.00)	2	\$18.00
CORPORATE CASUALS	1	\$469.85		\$0.00	1	\$469.85
COSTCO.COM *ONLINE	1	\$190.07		\$0.00	1	\$190.07
DAYS INN GLOBE	2	\$741.04		\$0.00	2	\$741.04
DEK AUTO PARTS LLC	14	\$1,595.68	3	(\$259.20)	17	\$1,336.48
DOLLAR TREE	1	\$14.18		\$0.00	1	\$14.18
DOMINO'S 7548	1	\$19.92		\$0.00	1	\$19.92
DOUBLETREE PHX TEMPE	1	\$144.21		\$0.00	1	\$144.21
EMBASSY SUITES TUCSON	1	\$199.44		\$0.00	1	\$199.44
EMPIRE INTERNET PARTS	2	\$115.39		\$0.00	2	\$115.39
EREPLACEMENTPARTS.COM	1	\$50.87		\$0.00	1	\$50.87
FIESTA BUSINESS PRODUC	2	\$427.50		\$0.00	2	\$427.50
FREIGHTLINER OF AZ - T	3	\$669.29	1	(\$104.49)	4	\$564.80
FRYS-FOOD-DRG #109	2	\$330.60		\$0.00	2	\$330.60
GALLS	1	\$77.35		\$0.00	1	\$77.35
GARAGE EQUIPMENT SUPPL	1	\$283.36		\$0.00	1	\$283.36
GIANT #6042	1	\$38.20		\$0.00	1	\$38.20
GIANT #6634	1	\$21.40		\$0.00	1	\$21.40
GOLFLANDPARKSWEB AZ/CA	1	\$422.25		\$0.00	1	\$422.25

Transaction Summary by Parent Merchant

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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
HERTZ RENT-A-CAR	1	\$39.51		\$0.00	1	\$39.51
HOLIDAY INN EXPRESS	2	\$147.12		\$0.00	2	\$147.12
HON-DAH RESORT & CASIN	1	\$104.94		\$0.00	1	\$104.94
HORNE DODGE CHRYSLER J	1	\$233.67		\$0.00	1	\$233.67
HOTEL ASPEN	2	\$305.75		\$0.00	2	\$305.75
HP *HP HOME STORE	1	\$521.26		\$0.00	1	\$521.26
IN-N-OUT BURGER #155	1	\$22.85		\$0.00	1	\$22.85
INTERSTATE BATTERIES O	1	\$130.96		\$0.00	1	\$130.96
KENDALL ACQUISITION CO	3	\$1,074.00		\$0.00	3	\$1,074.00
KIMBALL MIDWEST	1	\$285.61		\$0.00	1	\$285.61
LA FONDA MEXICAN RESTA	1	\$13.00		\$0.00	1	\$13.00
LAZ PARKING 120334	4	\$45.00		\$0.00	4	\$45.00
LIFELINE TRAINING - CA		\$0.00	1	(\$139.00)	1	(\$139.00)
LITTLE CAESARS 1220 00	1	\$29.47		\$0.00	1	\$29.47
MACKS AUTO SUPPLY GLOB	3	\$637.36		\$0.00	3	\$637.36
MAJESTIC MOUNTAIN INN	1	\$130.77		\$0.00	1	\$130.77
MARCANTI ELECTRIC INC	1	\$53.08		\$0.00	1	\$53.08
MAVERIK #279	1	\$28.20		\$0.00	1	\$28.20
MAVERIK #353	1	\$45.00		\$0.00	1	\$45.00
MAVERIK #402	1	\$35.01		\$0.00	1	\$35.01
MCDONALD'S F22519	1	\$2.47		\$0.00	1	\$2.47
MCDONALD'S F36416	1	\$3.23		\$0.00	1	\$3.23
MCSPADDEN FORD	2	\$167.67		\$0.00	2	\$167.67
MERLE'S AUTO SUPPLY	10	\$476.65	1	(\$47.11)	11	\$429.54

Transaction Summary by Parent Merchant

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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
MICHAELS STORES 9848	1	\$32.00		\$0.00	1	\$32.00
NAN MCKAY & ASSOC INC	1	\$349.00		\$0.00	1	\$349.00
NATIVE 03 - GILBERT RD	1	\$95.00		\$0.00	1	\$95.00
OFFICE DEPOT #5101	16	\$3,767.16		\$0.00	16	\$3,767.16
OFFICEWORLDCOM	1	\$110.88		\$0.00	1	\$110.88
ONLINE LABELS	1	\$31.90		\$0.00	1	\$31.90
OREILLY AUTO 00027755	1	\$13.02		\$0.00	1	\$13.02
ORIENTAL TRADING CO	1	\$203.94		\$0.00	1	\$203.94
PALACE HEALTH MART	2	\$1,399.88		\$0.00	2	\$1,399.88
PANDA EXPRESS #2230	1	\$9.73		\$0.00	1	\$9.73
PAYPAL *ARIZONAASSO	1	\$305.00		\$0.00	1	\$305.00
PAYPAL *ARIZONAGANG		\$0.00	1	(\$25.00)	1	(\$25.00)
PAYSON CARQUEST	9	\$645.80	2	(\$35.90)	11	\$609.90
PAYSON COMFORT INN	3	\$381.00		\$0.00	3	\$381.00
PAYSON GENERAL RENTAL	1	\$18.90		\$0.00	1	\$18.90
PERSONNEL SAFETY	1	\$88.20		\$0.00	1	\$88.20
PINAL LUMBER	12	\$1,245.45		\$0.00	12	\$1,245.45
PITNEY BOWES PI	1	\$61.19		\$0.00	1	\$61.19
PRESENTERMEDIA	1	\$59.95		\$0.00	1	\$59.95
PRINTERTECHS.COM, INC.	1	\$550.19		\$0.00	1	\$550.19
QUALITY INN	1	\$166.04		\$0.00	1	\$166.04
ROOSEVELT STORE	1	\$150.00		\$0.00	1	\$150.00
SAMARITAN VETERINARY C	1	\$286.49		\$0.00	1	\$286.49
SHARED HOPE INTERNATIO	1	\$100.00		\$0.00	1	\$100.00

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Transaction Summary by Parent Merchant

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Selection Criteria: Post Date Is Between '05/23/2016' AND '05/29/2016' 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
SHERATON MESA HOTEL	1	\$307.84		\$0.00	1	\$307.84
SHOW LOW PIZZA FACTORY	1	\$9.72		\$0.00	1	\$9.72
SKY HARBOR AIRPORT PAR	1	\$48.75		\$0.00	1	\$48.75
SQ *BAUER REPAIR GOSQ.	1	\$166.46		\$0.00	1	\$166.46
SQ *BERNIE'S AWARDS	1	\$86.98		\$0.00	1	\$86.98
STAPLES 00113084	1	\$48.50		\$0.00	1	\$48.50
STAR VALLEY VETERINARY	1	\$98.82		\$0.00	1	\$98.82
STRATUM LASER TAG	2	\$106.80		\$0.00	2	\$106.80
SUBWAY 03364379	1	\$8.48		\$0.00	1	\$8.48
TAVOLINO	1	\$31.21		\$0.00	1	\$31.21
THE BURGER HOUSE	1	\$86.19		\$0.00	1	\$86.19
THE HOME DEPOT #0422	3	\$154.89		\$0.00	3	\$154.89
TRACTOR SUPPLY CO #172	1	\$56.43		\$0.00	1	\$56.43
UNITED RENTALS #018396	1	\$23.46		\$0.00	1	\$23.46
UPS*1ZX60F100390432985	1	\$35.61		\$0.00	1	\$35.61
USPS 03617904733803438	2	\$4.40		\$0.00	2	\$4.40
WAL-MART #1334	6	\$363.82		\$0.00	6	\$363.82
WAL-MART #1369	3	\$319.84		\$0.00	3	\$319.84
WALGREENS #6533	1	\$302.17		\$0.00	1	\$302.17
WIST SUPPLY EQUIPMENT	5	\$450.52		\$0.00	5	\$450.52
WM SUPERCENTER #1230	1	\$91.28		\$0.00	1	\$91.28
WM SUPERCENTER #1334	2	\$50.10		\$0.00	2	\$50.10
WM SUPERCENTER #1369	3	\$159.84		\$0.00	3	\$159.84
WW GRAINGER	2	\$312.17		\$0.00	2	\$312.17

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Transaction Summary by Parent Merchant

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 06/01/2016 01:46:57 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '05/23/2016' AND '05/29/2016' 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
Grand Total:	255	\$39,384.82	10	(\$622.70)	265 Transaction(s)	\$38,762.12

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Transaction Summary by Parent Merchant

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Reviewed
6-1-16
AW



Gila County, Arizona

Weekly Expenditure Report
(16 May – 22 May 2016)

Gila County Finance Department

Gila County Finance Department
Weekly Expenditure Report
(16 May - 22 May 2016)

Accounts Payable Expenditures

AP Expenditure Type	Payee/Description	Amount	Comment
Special Check Run	United States Postal Service	\$ 2,000.00	Batch Date 5/19/16
Special Check Run		\$ -	
Special Check Run		\$ -	
Regular Weekly AP Check Run	Various Payees - 120 Checks	\$ 873,842.23	Batch Date 5/23/16
		\$ -	
Gross AP Expenditures:		\$ 875,842.23	
Void - Check # 276952	The University of Arizona	\$ 300.00	Program Cut ✓
Void - Check #		\$ -	
Void - Check #		\$ -	
Void - Check #		\$ -	
Less Voided Payments:		\$ 300.00	
Net AP Expenditures:		\$ 875,542.23	

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	\$ 549,915.64	✓
Regular Payroll	Paper Checks	\$ 26,651.34	✓
Employer Taxes	Social Security and Medicare	\$ 65,741.22	✓
Withholdings / Deductions	Employee Withholdings / Deductions	\$ 324,549.69	✓
Benefits	Retirement, Health Insurance, etc.	\$ 298,480.78	✓
Sub-total Payroll Expenditures:		\$ 1,265,338.67	
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:		\$ 1,265,338.67	

Payroll Reference Only	Payee/Description	Amount	Comment
Void # 276968	JP Morgan ACH	\$ 549,915.64	Electronic Transaction

Summary of Expenditures

Net Accounts Payable Expenditures:	\$ 875,542.23
Total Payroll Expenditures:	\$ 1,265,338.67
Total Accounts Payable & Payroll Expenditures:	\$ 2,140,880.90

Credit Card Charges

Transaction	Merchant	Amount	Comment
241 Transactions 16 May - 22 May 2016	Various Merchants	\$ 30,529.35	Payment Due: June 2016

Accounts Payable

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	05/19/2016	276998 Accounts Payable	UNITED STATES POSTAL SERVICE POSTMASTER		2,000.00
	<u>Invoice</u>	<u>Date</u>	<u>Description</u>		<u>Amount</u>
	051916	05/19/2016	PERMIT NO. 11 ELECTION MAIL RECORDER		2,000.00
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 1		<u>\$2,000.00</u>
Checks:	1		\$2,000.00		

Reviewed 5/19/16
[Signature]

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016 ✓

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	05/23/2016	276999 Accounts Payable	ADVANCE FORENSIC ASSESSMENTS INC		1,075.00
	Invoice		Date	Description	Amount
	043016		04/30/2016	Amendment No. 2/Probation/ILimited Services Contract	1,075.00
Check	05/23/2016	277000 Accounts Payable	ALL CLEAR ENVIRONMENTAL SERVICES LLC		3,336.00
	Invoice		Date	Description	Amount
	160217-A		04/29/2016	Abatement of Asbestos at 1309 South Street	3,336.00
Check	05/23/2016	277001 Accounts Payable	ALTERNATIVE EQUITIES LLC		650.00
	Invoice		Date	Description	Amount
	22597		05/16/2016	300 W FRONTIER #22 JUNE 2016	650.00
Check	05/23/2016	277002 Accounts Payable	AMERICAN INSTITUTE OF TOXICOLOGY INC		1,000.00
	Invoice		Date	Description	Amount
	20496043016		04/30/2016	TOXICOLOGY TESTS FOR DECEASED BEARD, BERGE, BURNS, PLOWER	1,000.00
Check	05/23/2016	277003 Accounts Payable	AMERICAN REPROGRAPHICS CO LLC		324.71
	Invoice		Date	Description	Amount
	8616336		04/30/2016	Assessor's Office Plotter Equipment and Software	324.71
Check	05/23/2016	277004 Accounts Payable	ANDERSON , JAMILYN		1,040.07
	Invoice		Date	Description	Amount
	3		05/06/2016	International Board Certified Lactation Consultant	560.07
	4		05/13/2016	International Board Certified Lactation Consultant	480.00
Check	05/23/2016	277005 Accounts Payable	ARIZONA PROFESSIONAL WRITERS		1,000.00
	Invoice		Date	Description	Amount
	050516		05/05/2016	DISTRICT 1 CONTRIB PAYSON BOOK FESTIVAL TOP SHELF SPONSORSHIP	1,000.00
Check	05/23/2016	277006 Accounts Payable	ARIZONA ASSOCIATION OF COUNTIES		305.00
	Invoice		Date	Description	Amount
	REECEK		05/10/2016	KAYCEE REECE 2-16 COUNT LEADERSHIP SUMMIT	305.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/23/2016	277007 Accounts Payable	ARIZONA ASSOCIATION OF COUNTIES		305.00
	Invoice	Date	Description		Amount
	586-16-G-01	05/10/2016	SADIE BINGHAM 2016 COUNTY LEADERSHIP SUMMIT		305.00
Check	05/23/2016	277008 Accounts Payable	ARIZONA ASSOCIATION OF COUNTIES		305.00
	Invoice	Date	Description		Amount
	586-16-G-02	05/10/2016	CHARLOTTE WILLIAMS 2016 COUNTY LEADERSHIP SUMMIT		305.00
Check	05/23/2016	277009 Accounts Payable	ARIZONA COUNTIES INSURANCE POOL		576.95
	Invoice	Date	Description		Amount
	2016-133	05/03/2016	APRIL 2016 SVS		576.95
Check	05/23/2016	277010 Accounts Payable	ARIZONA DEPARTMENT OF ADMINISTRATION		60.00
	Invoice	Date	Description		Amount
	ADJ58D161000	05/16/2016	Provide Client Information Technology Services & Support		60.00
Check	05/23/2016	277011 Accounts Payable	ARIZONA PUBLIC SERVICE		3,762.78
	Invoice	Date	Description		Amount
	051216972826287	05/12/2016	972826287 CLAYPOOL LOWER SLID MIAMI		1,875.38
	051116648862289	05/11/2016	648862289 APACHE HILLS LANE SLID		253.62
	051216492826287	05/11/2016	492826287 MIDLAND CITY CENTRAL HEIGHTS SLID		1,304.37
	051216046613280	05/12/2016	046613280 CENTRAL HEIGHTS SLID		108.01
	051616344262282	05/16/2016	344262282 CARETAKER TRAILER, STAR VALLEY YARD		221.40
Check	05/23/2016	277012 Accounts Payable	ARIZONA STATE PRISON GLOBE		590.00
	Invoice	Date	Description		Amount
	B1910920160428	05/11/2016	Facilities Mgmt/Inmate Labor		240.00
	B1911020160428	05/04/2016	Landfill Inmante Labor.		140.00
	B1911120160428	05/04/2016	Roads Dept/Inmate Labor		210.00
Check	05/23/2016	277013 Accounts Payable	ARIZONA STATE TREASURER		117,763.00
	Invoice	Date	Description		Amount
	051516	05/15/2016	JUNE 2016 #5300 AHCCCS ACUTE CARE CONTRIB FY16		117,763.00
Check	05/23/2016	277014 Accounts Payable	ARIZONA WATER COMPANY		65.28

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
		0412160912008155	05/12/2016	SEARCH & RESCUE 1992 HWY 88	65.28
Check	05/23/2016	277015 Accounts Payable		BELL FORD	1,558.99
	Invoice		Date	Description	Amount
		033116	03/31/2016	PARTS FOR DAMAGED EXHAUST COMPONENTS FOR B-208	1,558.99
Check	05/23/2016	277016 Accounts Payable		BENEDETTO , MALINDA	116.28
	Invoice		Date	Description	Amount
		04232016	04/23/2016	Travel REimbursement 040716-042316	116.28
Check	05/23/2016	277017 Accounts Payable		BEST BUY	892.01
	Invoice		Date	Description	Amount
		2283845	04/28/2016	Dell LED Monitor	892.01
Check	05/23/2016	277018 Accounts Payable		BLACKSTONE SECURITY SERVICE INC	6,454.50
	Invoice		Date	Description	Amount
		0416279	05/02/2016	Armed/Unarmed Security Services for Payson Courthouse	3,144.50
		0416278	05/02/2016	Provide Armed Security Services	3,310.00
Check	05/23/2016	277019 Accounts Payable		BOYER , HEATHER L	55.00
	Invoice		Date	Description	Amount
		04122016	04/12/2016	Travel REimbursement 032916-041216	55.00
Check	05/23/2016	277020 Accounts Payable		BRIDGERS & PAXTON CONSULTING ENGINEERS INC	50.12
	Invoice		Date	Description	Amount
		78626	04/30/2016	Electrical Engineering Design	50.12
Check	05/23/2016	277021 Accounts Payable		BURDEN ELECTRIC LLC	5,462.00
	Invoice		Date	Description	Amount
		3223	05/11/2016	Upgrade Electrical Sub-Panel in Courthouse	5,462.00
Check	05/23/2016	277022 Accounts Payable		BURK , STEVEN E	8,032.34
	Invoice		Date	Description	Amount
		50016	05/01/2016	Juv. Delinquency May 16	5,832.34

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		SBJD201300019YR4	04/28/2016	Representation Dependency R. Gilmore	300.00
		SBJD2013000015YR	04/28/2016	REpresentation of Dependency - Lancaster	300.00
		SBJD201300008YR4	04/28/2016	REpresentation for Dependency - Olmedo	300.00
		SBJD201600015YR1	05/18/2016	Representation for Dependency - 3 Children	1,000.00
		SBJD201500006YR2	04/28/2016	Representation of Dependency x3 Children	300.00
Check	05/23/2016	277023 Accounts Payable	BYRUM , SUSAN		2,130.00
		Invoice	Date	Description	Amount
		050616-Diem	05/06/2016	Per Diem Week 050216	1,500.00
		50916	05/09/2016	Cr2014-104 Sopeland	630.00
Check	05/23/2016	277024 Accounts Payable	CANYON STATE OIL		15,285.97
		Invoice	Date	Description	Amount
		0588537-IN	05/05/2016	Fuel @ Star Valley	7,545.37
		0591130-IN	05/09/2016	Shell Gadus Star Valley	404.01
		0592382-IN	05/09/2016	Fuel @ TOnto Basin	4,622.67
		0588540-IN	05/09/2016	Fuel @ Young	2,713.92
Check	05/23/2016	277025 Accounts Payable	CENGAGE LEARNING INC		172.62
		Invoice	Date	Description	Amount
		57988893	05/03/2016	Basic 6	172.62
Check	05/23/2016	277026 Accounts Payable	CENTER FOR DISEASE DETECTION LLC		103.68
		Invoice	Date	Description	Amount
		1491021	04/30/2016	STI Labs for April	103.68
Check	05/23/2016	277027 Accounts Payable	CENTURYLINK		2,696.24
		Invoice	Date	Description	Amount
		9284681764041616	04/16/2016	Sev For 928-468-1764-902B	55.71
		9284688056041616	04/16/2016	Serv For 928-468-8056-725B	40.46
		9284744155042216	04/22/2016	Serv For 928-474-4155	38.44
		9284253274050116	05/01/2016	SERV FOR 928 425 6274 910M	98.60
		9284253352050116	05/01/2016	SERV FOR J 928 425 3352 483M	278.11
		9284253273050116	05/01/2016	SERV FOR J 928 425 3273 454M	98.60
		9284740957042816	04/28/2016	SERV FOR 928 474 0957 293G	31.02
		9284764593042816	04/28/2016	Serv For 928-476-4593	42.99

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		9284253264042816	04/28/2016	SERV FOR 928 425 3264 478B	98.64
		9284250037050116	05/01/2016	Serv For 928-425-0037	372.08
		9284740078050116	05/01/2016	Serv For 928-474-0078	476.35
		5203566214050116	05/01/2016	SERV FOR 520-356-6214	33.92
		9284250194050116	05/01/2016	SERV FOR 928 425 0194 322M	214.46
		9284250161050116	05/01/2016	SERV FOR 928 425 0161 720M	183.35
		9284740295050116	05/01/2016	SERV FOR 928-474-0295	211.38
		9284250023050116	05/01/2016	Serv for 928-425-0023	382.36
		9284253747042816	04/28/2016	CENTURY LINK 928 425 3747 167B	39.77
Check	05/23/2016	277028 Accounts Payable	CHAMBERS , BRYAN B		247.86
	Invoice	Date	Description		Amount
		04262016	04/26/2016	Travel REimbursement April 16	247.86
Check	05/23/2016	277029 Accounts Payable	CHRISTINA APARTMENTS LTD PARTNERSHIP		109.00
	Invoice	Date	Description		Amount
		22755	05/04/2016	Deposit/Rent #14 HH# 10706	109.00
Check	05/23/2016	277030 Accounts Payable	COMMERCIAL CARD SOLUTIONS		138,074.99
	Invoice	Date	Description		Amount
		05022016	05/02/2016	aCT# 5567239000000214 aPRIL 2016 CHRGS	138,074.99
Check	05/23/2016	277031 Accounts Payable	COMMUNITY REVITALIZATION TRAINING CENTER LLC		250.00
	Invoice	Date	Description		Amount
		268	05/04/2016	RESPECT Maintenance -Renew	250.00
Check	05/23/2016	277032 Accounts Payable	CRAFCO		6,466.63
	Invoice	Date	Description		Amount
		390771	04/29/2016	S-3 electric hose crack sealing machine	2,142.45
		198312	05/11/2016	Crack Seal Material	4,324.18
Check	05/23/2016	277033 Accounts Payable	CREDIT CARD REVOLVING FUND		12,130.17
	Invoice	Date	Description		Amount
		05022016Hurst	05/02/2016	April Chrgs May Strmnt Betty Hurst	600.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	042616	PEREZJ	04/01/2016	JOHN PEREZ APR STMT FOR MAR CHGS	14.74
	042616	POARCHT	04/01/2016	TIFFANY POARCH APR STMT FOR MAR CHGS	50.00
	032816	WHITES	03/01/2016	SARAH WHITE MAR STMT FOR FEB CHGS	94.76
	042616	WHITES	04/01/2016	SARAH WHITE APR STMT FOR MAR CHGS	178.88
	042616	WOODR	04/01/2016	RHONDA WOOD APR STMT FOR MAR CHGS	109.32
	042616	SOLBERGJ	04/01/2016	JUSTIN SOLBERG APR STMT FOR MAR CHGS	300.54
	042616	PENNELLY	04/01/2016	YODONA PENNELL APR STMT FOR MAR CHGS	874.58
	042616	SHORTL	04/01/2016	LAURA SHORT APR STMT FOR MAR CHGS	1,821.73
	04012016	BaxleyA	04/01/2016	March Chrgs April Stmt A Baxley	274.00
	04012016	Navarro	04/01/2016	March Chrgs April Stmt Mary Navarro	1,449.40
	04012016	Coons	04/01/2016	March Chrgs April Stmt Shannon COons	49.00
	04012016	Henry	04/01/2016	March Chrgs April Stmt Robert Henry	350.93
	042616	PISANOE	04/01/2016	ERIKA PISANO APR STMT FOR MAR CHGS	337.96
	042616	STENSONC	04/01/2016	CONNOR STENSON APR STMT FOR MAR CHGH	45.34
	042616	TURNEYC	04/01/2016	CHUCK TURNEY APR STMT FOR MAR CHGS	2,126.56
	042616	HUGHESD	04/01/2016	DEBORAH HUGHES APR STMT FOR MAR CHGS	471.50
	042616	MCKEEND	04/01/2016	DAN MCKEEN APR STMT FOR MAR CHGS	254.35
	042616	BECKJ	04/01/2016	JOSHUA BECK APR STMT FOR MAR CHGS	2,726.58
Check	05/23/2016	277034 Accounts Payable	CRM OF AMERICA LLC		3,317.01
	Invoice	Date	Description		Amount
	AZ19792	04/28/2016	Tire Disposal Pass# 15271		1,416.81
	AZ19808	04/29/2016	Tire Disposal Pass# 15272		1,900.20
Check	05/23/2016	277035 Accounts Payable	DEASE , IONA		1,033.73
	Invoice	Date	Description		Amount
	04302016	04/30/2016	April - P. Burnham		40.00
	04302016A	04/30/2016	Independent Practitioner Juvenile Justice Services		440.00
	05102016	05/10/2016	Travel REimbursement for Travel for Conference		553.73
Check	05/23/2016	277036 Accounts Payable	DIAMOND PHARMACY SERVICES		957.87
	Invoice	Date	Description		Amount
	CN000135513	03/31/2016	Returned Meds March 16		(1,522.62)
	CN000136791	04/30/2016	Credit for Rtned Meds April 2016		(336.17)
	IN000625171	04/30/2016	Medications for Inmate April 16		2,816.66

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/23/2016	277037 Accounts Payable	DUKE DEVELOPMENT AND BUILDERS LLC		399.00
	Invoice	Date	Description		Amount
	23173	05/16/2016	June 2016 REnt		399.00
Check	05/23/2016	277038 Accounts Payable	EARTH MOVER TIRE SALES INC		128.87
	Invoice	Date	Description		Amount
	70385	04/07/2016	Copper Roads heavy equipment tires		128.87
Check	05/23/2016	277039 Accounts Payable	EGGERT , GARY ALLEN		239.00
	Invoice	Date	Description		Amount
	04202016	04/20/2016	Travel REimbursement 041916-042016		239.00
Check	05/23/2016	277040 Accounts Payable	ELECTION SYSTEMS & SOFTWARE		390,441.50
	Invoice	Date	Description		Amount
	967581	04/29/2016	Purchase Voting Equipment and Associated Appurtenances		390,441.50
Check	05/23/2016	277041 Accounts Payable	EMPIRE CAT		8,251.78
	Invoice	Date	Description		Amount
	EMPC0519432	05/03/2016	Credit for Core Rtn		(357.64)
	EMPS3847544	04/12/2016	J-5 DRAWBAR A FRAME SHAFT		2,778.14
	EMPS3858948	04/28/2016	Heavy Equip PREVENTATIVE MAINTENANCE EMPIRE FILTERS		229.83
	EMPS3857151	04/26/2016	Heavy Equip PREVENTATIVE MAINTENANCE EMPIRE FILTERS		217.42
	EMPS3784398	01/07/2016	5D-9559 & 7D-1577 CUTTING EDGES FOR TIMBER ROADS		1,286.24
	EMPS3834640	03/23/2016	5D-9559 & 7D-1577 CUTTING EDGES FOR TIMBER ROADS		3,858.71
	EMPS3839222	03/30/2016	Heavy Equip PREVENTATIVE MAINTENANCE EMPIRE FILTERS		199.24
	EMPS3852242	04/19/2016	Heavy Equip PREVENTATIVE MAINTENANCE EMPIRE FILTERS		175.63
	EMPS3853126	04/20/2016	Heavy Equip PREVENTATIVE MAINTENANCE EMPIRE FILTERS		26.68
	EMPC0513720	02/29/2016	Part RETURN from 2016-581		(172.92)
	EMPS3840018	03/31/2016	Heavy Equip PREVENTATIVE MAINTENANCE EMPIRE FILTERS		10.45
Check	05/23/2016	277042 Accounts Payable	EMPIRE MACHINERY COMPANY		750.17
	Invoice	Date	Description		Amount
	EMPS3872289	05/17/2016	H-10 A/C compressor		750.17
Check	05/23/2016	277043 Accounts Payable	EXPERIAN		32.00

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
		CD1701000770	04/29/2016	Monthly Subscriber Services	32.00
Check	05/23/2016	277044 Accounts Payable	FABOK , GLINDA S		54.00
	Invoice		Date	Description	Amount
		827	05/06/2016	CR201500560 Kabinto	54.00
Check	05/23/2016	277045 Accounts Payable	FLORES & CLARK LLC		7,925.00
	Invoice		Date	Description	Amount
		04292016	04/29/2016	Walsh CR2016037/	500.00
		23	05/10/2016	Mediation Srv May-April	7,425.00
Check	05/23/2016	277046 Accounts Payable	GINGRAS , JASMINE E		80.07
	Invoice		Date	Description	Amount
		05112016	05/11/2016	Travel Reimbursement 051116	80.07
Check	05/23/2016	277047 Accounts Payable	GLOBE EXTERMINATORS		200.00
	Invoice		Date	Description	Amount
		PC442916GCCHF	04/29/2016	Extermination @ Central Heights	135.00
		PC442916GCWOW	04/29/2016	Extermination @ WIC	30.00
		PC551616	05/16/2016	Extermination @ SO	35.00
Check	05/23/2016	277048 Accounts Payable	GLOBE MOBILE HOME PARK		514.00
	Invoice		Date	Description	Amount
		22748	05/03/2016	Rent- #28 HH# 3610	514.00
Check	05/23/2016	277049 Accounts Payable	GMS TACTICAL LLC		880.61
	Invoice		Date	Description	Amount
		1682	04/29/2016	BODY ARMOR	880.61
Check	05/23/2016	277050 Accounts Payable	GOODMAN , SAMUEL		91.80
	Invoice		Date	Description	Amount
		05132016	05/13/2016	COnflict Case for Judge	91.80
Check	05/23/2016	277051 Accounts Payable	GOVERNMENT FINANCE OFFICERS ASSOCIATION		595.00
	Invoice		Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	0130039-2016		05/02/2016	Membership Dues	595.00
Check	05/23/2016	277052 Accounts Payable	GRICE , ROSE MARY		360.00
	Invoice		Date	Description	Amount
	05162016		05/16/2016	CR2016-0095 Apodaca	40.00
	042816		04/28/2016	Interpretation - J0403 CR20150000403	320.00
Check	05/23/2016	277053 Accounts Payable	GROSSMAN & GROSSMAN LTD		14,241.16
	Invoice		Date	Description	Amount
	SG100732B		04/20/2016	Grant # 1H79T1025497-01 April	2,626.94
	SG100733		04/20/2016	March 16 Mileage - Grant # 1H79T1025497-01	1,386.18
	SG100732A		04/20/2016	Grant # 1H79T1025497-01	2,666.94
	SG100733A		05/10/2016	May 16- Grant # 1H79T1025497-01	4,808.93
	SG100733C		05/10/2016	MRT Training Grant # 1H79T1025497-01	600.00
	SG100733B		05/10/2016	APRIL Grant # 1H79T1025497-01	370.39
	SG100733D		05/10/2016	Grant # 1H79T1025497-01 April Mileage	1,781.78
Check	05/23/2016	277054 Accounts Payable	HAYDEN HIGH SCHOOL		1,000.00
	Invoice		Date	Description	Amount
	051116		05/11/2016	DARE Scholarship - Cheyanne Gaona	500.00
	05112016A		05/11/2016	DARE Scholarship - Makayla Ramos	500.00
Check	05/23/2016	277055 Accounts Payable	HILLYARD FLOOR CARE FLAGSTAFF		503.78
	Invoice		Date	Description	Amount
	602059902		04/29/2016	Janitorial Supplies & Equipment for Northern Gila County	457.17
	602070228		05/10/2016	Lines for Facilities	33.28
	602083482		05/19/2016	Pumice Stick	13.33
Check	05/23/2016	277056 Accounts Payable	HILLYARD PHOENIX		1,123.59
	Invoice		Date	Description	Amount
	602060028		04/29/2016	Airfresh + Lotion Facilities	477.30
	602060030		04/29/2016	Supplies for Facilities	646.29
Check	05/23/2016	277057 Accounts Payable	HOBSON , RICHARD D		377.66
	Invoice		Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	04142016		04/14/2016	Travel REimbursement 040916-041416	377.66
Check	05/23/2016	277058 Accounts Payable	HOM , DAVID B		19.09
	Invoice		Date	Description	Amount
	03152016		03/15/2016	Reimbursement for repair Supplies	19.09
Check	05/23/2016	277059 Accounts Payable	HORN , PAULA M		119.09
	Invoice		Date	Description	Amount
	04012016		04/01/2016	Travel REimbursement 033116-040116	119.09
Check	05/23/2016	277060 Accounts Payable	HUGHES , DEBORAH E		86.70
	Invoice		Date	Description	Amount
	04272016		04/27/2016	Travel Reimbursement 042716	86.70
Check	05/23/2016	277061 Accounts Payable	HUMANE SOCIETY OF CENTRAL ARIZONA		1,510.00
	Invoice		Date	Description	Amount
	041316-Clinic		04/13/2016	Mobile Spay and Neuter Clinic	1,510.00
Check	05/23/2016	277062 Accounts Payable	INTERSTATE ELECTRONICS		1,842.50
	Invoice		Date	Description	Amount
	106731		04/26/2016	BizHub C554e Globe Clerk of the superior Court/B&W	1,842.50
Check	05/23/2016	277063 Accounts Payable	Irish , Gerald		57.50
	Invoice		Date	Description	Amount
	05122016		05/12/2016	Travel REimbursement 051016-051216	57.50
Check	05/23/2016	277064 Accounts Payable	JANI SERV INC		3,127.69
	Invoice		Date	Description	Amount
	16-750		05/15/2016	Janitoial for Southern Gila County	3,127.69
Check	05/23/2016	277065 Accounts Payable	JEROME , SAMANTHA D		432.90
	Invoice		Date	Description	Amount
	05022016		05/02/2016	031016-050216 Travel Reimbursement	432.90
Check	05/23/2016	277066 Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A. INC		1,782.10

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	239383765		04/28/2016	BOS-Payson BizHub C552DS-Color-Quarterly	162.10
	239349235		04/26/2016	BOS-Payson BizHub C552DS-B&W Annual	1,620.00
Check	05/23/2016	277067 Accounts Payable		KWK KOOL REFRIGERATION	1,817.45
	Invoice		Date	Description	Amount
	18895		05/16/2016	HH#10716 Window Cooler -	1,400.00
	5821		05/11/2016	Facilities Shop- Corrected Wire Issue	170.76
	18905		05/17/2016	HH# 4245 Srv 2 Mater Cools	246.69
Check	05/23/2016	277068 Accounts Payable		LAMONT MORTUARY OF GLOBE	535.00
	Invoice		Date	Description	Amount
	2016-73		05/09/2016	Autopsy Srv C. Gore	535.00
Check	05/23/2016	277069 Accounts Payable		LANCIERI , ALBERTA L	120.00
	Invoice		Date	Description	Amount
	04262016		04/26/2016	Travel Reimbursement 040416-042616	120.00
Check	05/23/2016	277070 Accounts Payable		LANGUAGE LINE SERVICES, INC.	469.14
	Invoice		Date	Description	Amount
	3822197		04/30/2016	Interpretation Srvs	469.14
Check	05/23/2016	277071 Accounts Payable		LARKIN , PAUL R	41.50
	Invoice		Date	Description	Amount
	05162016		05/16/2016	Reimbursement for Fuel for Conference	41.50
Check	05/23/2016	277072 Accounts Payable		LEMON , MICHAEL	132.83
	Invoice		Date	Description	Amount
	04262016		04/26/2016	Travel Reimbursement 042516-042616	132.83
Check	05/23/2016	277073 Accounts Payable		LEXIS NEXIS MATTHEW BENDER	69.55
	Invoice		Date	Description	Amount
	82628319		05/02/2016	AZ Rules of Court Booklet	69.55
Check	05/23/2016	277074 Accounts Payable		LIN CUM INC	391.75
	Invoice		Date	Description	Amount

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	21604029		04/29/2016	Treasurer's Office/Document Vault Storage	391.75
Check	05/23/2016	277075 Accounts Payable	MERLES AUTOMOTIVE SUPPLY		3,965.80
	Invoice		Date	Description	Amount
	13-370144		04/30/2016	Hose Reels	3,965.80
Check	05/23/2016	277076 Accounts Payable	NELSON , TIMOTHY		6,979.00
	Invoice		Date	Description	Amount
	TN064		05/11/2016	Legal Services for Indigent Citizens	6,979.00
Check	05/23/2016	277077 Accounts Payable	NETWORK SERVICES SOLUTIONS, LLC		2,907.15
	Invoice		Date	Description	Amount
	12000224160501		05/01/2016	T-1 FOR INTERNET ACCESS FOR HAYDEN LIBRARY	443.67
	12000214160501		05/01/2016	T-1 FOR INTERNET ACCESS FOR MIAMI MEMORIAL LIBRARY	402.59
	12000211160501		05/01/2016	T-1 FOR INTERNET ACCESS FOR ISABELLE HUNT MEMORIAL LIBRARY	411.78
	12000210160501		05/01/2016	T-1 FOR INTERNET ACCESS FOR GLOBE LIBRARY	411.78
	12000216160501		05/01/2016	2 T-1'S BONDED FOR DISTRICT OFFICE	825.55
	12000209160501		05/01/2016	T-1 FOR INTERNET ACCESS FOR PAYSON LIBRARY	411.78
Check	05/23/2016	277078 Accounts Payable	NEUMANN , MARJORIE A		105.00
	Invoice		Date	Description	Amount
	032216NEUMANNM		03/22/2016	ELECTION WORKER 3/22/16	105.00
Check	05/23/2016	277079 Accounts Payable	NOBLE BUILDING LLC		5,145.64
	Invoice		Date	Description	Amount
	05192016		05/19/2016	Weatherization Project No. HH#10270	5,145.64
Check	05/23/2016	277080 Accounts Payable	NORMENT SECURITY GROUP INC		600.00
	Invoice		Date	Description	Amount
	22705		05/03/2016	Jail- Troubleshoot / Test Computer	600.00
Check	05/23/2016	277081 Accounts Payable	NORTH MECHANICAL LLC		550.83
	Invoice		Date	Description	Amount
	19121		04/22/2016	Diag/Repair for 2 Non Cooling Units - Admin Bldg	550.83
Check	05/23/2016	277082 Accounts Payable	OASIS PRINTING		820.61
	Invoice		Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	5192		04/28/2016	Everbridge Printing Poster/Cards	219.81
	5201		05/10/2016	Return Envelopes	600.80
Check	05/23/2016	277083 Accounts Payable	OFFICE DEPOT		11.39
	Invoice	Date	Description		Amount
	837900949001		05/04/2016	Office Supplies	11.39
Check	05/23/2016	277084 Accounts Payable	PASTOR , MICHAEL A		83.98
	Invoice	Date	Description		Amount
	043016PASTORM		04/30/2016	MICHAEL PASTOR APR TRAVEL REIMBURSEMENT	83.98
Check	05/23/2016	277085 Accounts Payable	PAYSON TRAILER RANCH		450.00
	Invoice	Date	Description		Amount
	22872		04/18/2016	SPACE #30 HH#6189	450.00
Check	05/23/2016	277086 Accounts Payable	PIMA COUNTY		4,600.00
	Invoice	Date	Description		Amount
	16-6132		05/03/2016	CUST#CC00001015 AUTOPSY SVS	4,600.00
Check	05/23/2016	277087 Accounts Payable	PINAL MOUNTAIN APTS		300.00
	Invoice	Date	Description		Amount
	22753		05/04/2016	979 E SAGUARO #102A HH#3822	300.00
Check	05/23/2016	277088 Accounts Payable	PINNACLE PREVENTION CORP		28,380.00
	Invoice	Date	Description		Amount
	1141		05/13/2016	Supplemental Nutrition Assistance Program Education Support Svcs	25,000.00
	1145		05/13/2016	Consultation for Public Health Emergency Preparedness/Emergency	3,380.00
Check	05/23/2016	277089 Accounts Payable	PISANO , ERIKA L		212.18
	Invoice	Date	Description		Amount
	042716PISANOE		04/27/2016	EE ERIKA PISANO APR TRAVEL REIMBURSEMENT	212.18
Check	05/23/2016	277090 Accounts Payable	PRINE , DORINE E		110.00
	Invoice	Date	Description		Amount
	033016PRINED		03/30/2016	EE DORINE PRINE MAR TRAVEL REIMBURSEMENT	110.00
Check	05/23/2016	277091 Accounts Payable	R&H BOULDER & GRANITE LLC		516.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	22843		03/21/2016	SPC #9 HH#9575	258.00
	22868		04/15/2016	SPC #9 HH#8976	258.00
Check	05/23/2016	277092	Accounts Payable	RECALL SECURE DESTRUCTION SERVICES INC	373.83
	Invoice		Date	Description	Amount
	9700048799		04/23/2016	CUST#10018791 3/25/16-4/21/16	373.83
Check	05/23/2016	277093	Accounts Payable	RIPPLE , DENICE	2,777.90
	Invoice		Date	Description	Amount
	175		06/14/2016	CR2013-0464 STATE V DAVIES APPEAL	1,190.00
	177		05/11/2016	GRAND JURY 4/19/16 CR2013-139 CANO POST CONVICTION RELIEF	1,587.90
Check	05/23/2016	277094	Accounts Payable	SABEL , CLETA F	555.00
	Invoice		Date	Description	Amount
	22750		05/03/2016	8958 SIX SHOOTER #8 HH#5633	555.00
Check	05/23/2016	277095	Accounts Payable	SAN DIEGO POLICE EQUIPMENT	5,040.20
	Invoice		Date	Description	Amount
	622635		05/03/2016	SPEER GOLD DOT 40 S & W 180GR GDHP	5,040.20
Check	05/23/2016	277096	Accounts Payable	SANOFI PASTEUR INC	424.93
	Invoice		Date	Description	Amount
	906109126		05/03/2016	Sanofi vaccines for Private Stock Vaccine program	424.93
Check	05/23/2016	277097	Accounts Payable	SCALES , RAMONA	123.17
	Invoice		Date	Description	Amount
	041416SCALESR		04/14/2016	EE RAMONA SCALES APR TRAVEL REIMBURSEMENT	123.17
Check	05/23/2016	277098	Accounts Payable	SCHENDEL PEST SERVICES	55.00
	Invoice		Date	Description	Amount
	401396464		05/03/2016	SVS FOR GEST 501 E MCCLANE	55.00
Check	05/23/2016	277099	Accounts Payable	SIENNA COUNSELING AND CONSULTING INC	1,354.00
	Invoice		Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	APR2016		04/29/2016	Sex Offender Counseling	1,354.00
Check	05/23/2016	277100 Accounts Payable	STAPLES ADVANTAGE		196.29
	Invoice		Date	Description	Amount
	3295206607		03/03/2016	INV REF#8038274560 ACCT#LA1021608	196.29
Check	05/23/2016	277101 Accounts Payable	STAR VALE LEISURE LIVING INC		432.00
	Invoice		Date	Description	Amount
	22565		05/16/2016	16 N STAR VALLEY DR #27 JUNE 2016	432.00
Check	05/23/2016	277102 Accounts Payable	SWISS VILLAGE SELF STORAGE		133.00
	Invoice		Date	Description	Amount
	2192		05/16/2016	UNIT 0306 JUNE 2016 RENT	133.00
Check	05/23/2016	277103 Accounts Payable	TANNER , CAROL		97.24
	Invoice		Date	Description	Amount
	042916TANNERC		04/29/2016	EE CAROL TANNER APR TRAVEL REIMBURSEMENT	97.24
Check	05/23/2016	277104 Accounts Payable	TDS TELECOMM		328.19
	Invoice		Date	Description	Amount
	0513169284672516		05/13/2016	SERV FOR - ACCT#928-467-2516	76.50
	0513169284792400		05/13/2016	SERV FOR 928-479-2400 TB FAX LINE	49.94
	0513169284672155		05/13/2016	SERV FOR ACCT#928-467-2155	37.16
	0513169284672309		05/13/2016	SERV FOR ACCT#928-467-2309	38.83
	0513169284672515		05/13/2016	SERV FOR ACCT#928-467-2515	125.76
Check	05/23/2016	277105 Accounts Payable	THE UNIVERSITY OF ARIZONA		600.00
	Invoice		Date	Description	Amount
	051216LEMONM		05/12/2016	MIKE LEMON UA/NAWT SOIL & EVALUATION	300.00
	050616ASALEHR		05/06/2016	RAHIL ABOUU SALEH UA/NAWT SOIL & SITE EVALUATION	300.00
Check	05/23/2016	277106 Accounts Payable	THYSSENKRUPP ELEVATOR CORPORATION		647.09
	Invoice		Date	Description	Amount
	3002531396		05/01/2016	Gold Service Agreement	647.09
Check	05/23/2016	277107 Accounts Payable	TONTO OAK APARTMENTS		725.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	22881		05/02/2016	117 W WADE LN HH#10697	325.00
	22884		05/05/2016	APT#4 HH#10708	400.00
Check	05/23/2016	277108 Accounts Payable		TOWN OF STAR VALLEY	5,000.00
	Invoice		Date	Description	Amount
	042816TSV		04/28/2016	DISTRICT 3 CONTRIB BATHROOM FACILITIES DIANE MCDANIEL MEM PARK	5,000.00
Check	05/23/2016	277109 Accounts Payable		UNIFIRST CORPORATION	49.05
	Invoice		Date	Description	Amount
	3151641997		04/28/2016	Copper & Timber Shops Uniform delivery & cleaning serv	49.05
Check	05/23/2016	277110 Accounts Payable		UNIVERSITY OF ARIZONA - COLLEGE OF AGRICULTURE	15,000.00
	Invoice		Date	Description	Amount
	115500		05/05/2016	FY16 4TH QTR APRIL, MAY JUNE 2016 INSTALLMENTS	15,000.00
Check	05/23/2016	277111 Accounts Payable		VFW LOUIS E HIGDON POST 1704	2,500.00
	Invoice		Date	Description	Amount
	050516LEHP		05/05/2016	DISTRICT 3 CONTRIB ASSIST REPLACE COOLERS	2,500.00
Check	05/23/2016	277112 Accounts Payable		WARREN , SCOTT	17.50
	Invoice		Date	Description	Amount
	050616WARRENS		05/06/2016	EE SCOTT WARREN MAY TRAVEL REIMBURSEMENT	17.50
Check	05/23/2016	277113 Accounts Payable		WEST PAYMENT CENTER	2,628.38
	Invoice		Date	Description	Amount
	834033007		05/04/2016	ACCT#1004017146 4/5/16-5/4/16	95.32
	833993756		05/04/2016	ACCT#1000315265 4/5/16-5/4/16	56.36
	833915017		05/01/2016	ACCT#1000315265 APR 2016	281.31
	834007619		05/04/2016	Law Library materials ACCT#1000610671	2,195.39
Check	05/23/2016	277114 Accounts Payable		WILLIAMS , DEZIRAE	62.26
	Invoice		Date	Description	Amount
	050516WILLIAMSD		05/05/2016	EE DEZIRAE WILLIAMS APRIL & MAY TRAVEL REIMBURSEMENT	62.26
Check	05/23/2016	277115 Accounts Payable		WORLD WEST LLC DBA PAYSON	338.04

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/23/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
			ROUNDUP		
		Invoice	Date	Description	Amount
		0510164848	05/10/2016	ACCT# 4848 GILA COUNTY C.A.P.	134.82
		10689704	04/30/2016	CUST#10015690 RELOCATION GUIDE 2016	203.22
Check	05/23/2016	277116 Accounts Payable	CRMI LLC		8.00
		Invoice	Date	Description	Amount
		05162016	05/16/2016	Refund of Certified Mail Fee	8.00
Check	05/23/2016	277117 Accounts Payable	Jennings, Haug, Cunningham LLP		131.00
		Invoice	Date	Description	Amount
		05162016	05/16/2016	Refunding of Deposit Execution	131.00
Check	05/23/2016	277118 Accounts Payable	Kelley , John		8.00
		Invoice	Date	Description	Amount
		05162016	05/16/2016	Refund of Certified Mail Fee	8.00
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 120 ✓		\$873,842.23 ✓
Checks:		120	\$873,842.23 ✓		

Reviewed 5/23/16
[Signature]

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	276952	05/16/2016	Voided	* Other Void	05/17/2016	Accounts Payable	THE UNIVERSITY OF ARIZONA	300.00
Total Voided Transactions: 1								<u>300.00</u>

* NOT GOING TO TRAINING PROGRAM CUT.

*Reviewed
5-17-16
[Signature]*

Payroll



GILA COUNTY AZ

Pay Day Register Report

Pay Date Range 05/02/16 - 05/15/16

Pay Batch 2201610

Pay Batch 2201610 Total

Employees in Pay Batch 567

Female Employees in Pay Batch 313

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Amount
ADMINL - Admin Leave	72.5000	1,124.66	Gross	901,116.67	ASRS Altern Contr Rate	1,476.34
CALL - Call Out Pay	5.0000	91.60	Federal	75,483.79	Deputy's Alternate Contrib Rate	1,052.25
CALLOW - Clothing Allowance	.0000	2,400.32	FICA	53,280.34	Employer Provided	168,500.64
CASE PREP - Case Preparation	.0000	290.00	Medicare	12,460.88	Health Savings Acct	660.00
COMP PAYOUT - Comp Time	30.8250	478.80	State Tax	24,518.90	Retirement - AZ State	67,352.74
DF - Bereavement	106.0000	1,803.71	Buyback - AZ State Ret	1,119.95	Retirement - AZ State LTD	712.16
ECOMP - Earned Comp Time	52.0000	.00	Def Comp Pre-Tax - National	4,376.50	Retirement - Corp AOC	10,495.80
ECOMP 1.5 - Earned Comp Time	281.2500	.00	Def Comp Pre-Tax - Security Bft	1,205.00	Retirement - Corr Detention	7,150.85
ESCK - Earned Sick Time	1,604.6030	.00	Def Comp Pre-Tax- Met Life	240.00	Retirement - Corr Dispatcher	1,414.35
EVAC - Earned Vacation	2,280.0780	.00	Def Comp Pre-Tax-Waddell	1,037.50	Retirement - Corr Medical	666.91
HALLOW - Housing Allowing	.0000	500.00	Dental PPO	1,424.00	Retirement - Deputy	30,652.64
JPT - Judge Pro Temp Pay	.0000	129.69	Dental Premium	1,401.05	Retirement - Elected Official	8,346.10
JUDG PRO TEMP - Temporary	50.0000	3,068.46	Dues - Northern AZ Law Enf	240.00	Total	\$298,480.78
MILITARY W/O PAY - MILITARY	80.0000	.00	FSA-Full	914.46	Direct Deposits	Amount
PREM - Premium - Overtime Pay	472.0000	13,749.91	Garn - Chd Supp Clearinghouse	3,058.64	*JP Morgan	60,577.01
REG - Regular - Hourly	37,336.0500	735,751.09	Garn - Thunderbird Collection	202.59	Alaska USA Federal credit Union	1,260.43
REG PT - Part-time - hourly	550.5000	9,411.39	Garn - US Dept of Education	141.06	American Express Centurion Bank	869.86
SAL - Salary	.0000	45,592.41	Garn-HRC/S.Hammerman	107.70	American United FCU	1,032.56
TEMP - Temporary	647.7500	9,100.21	Garnishment Delta Management	141.84	America's Christian Credit Union	80.00
UCOMP - Used Comp Time	227.9500	3,674.30	Garn-Midland Funding LLC	182.20	Arizona Central Credit Union	100.00
USCKH - Used Sick - Hourly	1,428.5330	29,038.21	Health Savings Acct	1,570.16	Arizona Federal Credit Union	320.00
USED ETO - Used Earned Time	11.0000	251.16	High Deductible Hlth Plan	1,103.00	Arizona State Credit Union	6,348.87
UVACH - Used Vacation - Hourly	1,763.8450	36,009.42	High Deductible Plan Post-Tax	132.50	Bank of America	40,782.49
VAC PAYOUT - Vacation Payout	425.4150	8,651.33	Ins - AFLAC Post-Tax	635.19	Bank of America NA	807.15
VLT - Vehicle License Tax	.0000	2,558.66	Ins - AFLAC Pre-Tax	4,359.91	Bank of America- VA	1,213.71
Total	47,425.2990	\$901,116.67	Ins - Colonial After-Tax	3,516.02	Bank of the West	657.78
			Ins - Colonial Pre-Tax	1,617.37	Bank of the West 2	71,540.52
			Ins - Modern Woodmen	33.55	Canyon State CU	18,660.14
			Preferred Provider Only	31,108.68	Charles Schwab Bank	2,191.88
			Preferred Provider Post-Tax	1,245.50	Colorado State Employees CU	50.00
			Retirement - AZ State	67,352.74	Compass Bank	5,763.41
			Retirement - AZ State LTD	712.16	Desert School Federal CU	22,419.52
			Retirement - Corp AOC	4,424.52	Discover Bank	763.44
			Retirement - Corr Detention	6,741.97	First Convenience Bank	150.00
			Retirement - Corr Dispatcher	794.51	GE Money Bank	674.98
			Retirement - Corr Medical	628.78	Great Western Bank	20,600.68
			Retirement - Deputy	8,865.52	Green Dot Bank	2,567.74
			Retirement - Elected Official	4,617.01		



GILA COUNTY AZ

Pay Day Register Report

Pay Date Range 05/02/16 - 05/15/16

Pay Batch 2201610

Union Dues - AZCOPS	40.00
Union Dues - FOP	157.44
Vision	814.50
Voluntary Term Life Ins	<u>2,542.26</u>
Net	<u>\$576,566.98</u>

.00	M & T Bank	1,052.63
.00	Meta Bank/Money Network	751.37
.00	MidFirst Bank	3,077.13
.00	Mountain America Credit Union	80.00
	National Bank of Arizona	12,759.82
	Pima Federal Credit Union	100.00
	Pinal County FCU	660.00
	Ray Federal Credit Union	3,388.57
	Redwood Credit Union	2,192.78
	Robins Federal Credit Union	1,676.53
	Tucson Old Pueblo CU	1,171.00
	USAA Federal Savings Bank	13,338.04
	Vantage West Credit Union	1,065.41
	Washington Federal	41,075.93
	Wells Fargo	2,316.61
	Wells Fargo - California	587.39
	Wells Fargo - New Mexico	1,083.07
	Wells Fargo Bank - North Dakota	1,154.65
	Wells Fargo Bank 1	1,567.27
	Wells Fargo Bank- MN	1,211.95
	Wells Fargo Bank NA - Arizona	199,529.70
	Wells Fargo Bank NA - Nevada	<u>643.62</u>
	Total	<u>\$549,915.64</u> ✓

Check \$26,651.34 ✓

*Withholding & Deductions: \$ 324,549.69 /
ER Taxes: \$ 65,741.22*

*Reviewed
5-18-16 [Signature]*

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	05/20/2016	276969 Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY		4,995.10
	Invoice		Date	Description	Amount
		2016-00002576	05/20/2016	AFLAC - Ins - AFLAC Pre-Tax*	4,995.10
Check	05/20/2016	276970 Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX		208,272.13
	Invoice		Date	Description	Amount
		2016-00002577	05/20/2016	PPO - Preferred Provider Only*	208,272.13
Check	05/20/2016	276971 Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM		138,726.09
	Invoice		Date	Description	Amount
		2016-00002578	05/20/2016	AZ State Retirem - Retirement - AZ State *	138,726.09
Check	05/20/2016	276972 Accounts Payable	AZCOPS		40.00
	Invoice		Date	Description	Amount
		2016-00002579	05/20/2016	UN DUES-SHER - Union Dues - AZCOPS	40.00
Check	05/20/2016	276973 Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE		5,133.39
	Invoice		Date	Description	Amount
		2016-00002580	05/20/2016	COLONIAL - Ins - Colonial Pre-Tax*	5,133.39
Check	05/20/2016	276974 Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN		32,317.69
	Invoice		Date	Description	Amount
		2016-00002581	05/20/2016	CORR MEDICAL - Retirement - Corr Medical *	32,317.69
Check	05/20/2016	276975 Accounts Payable	DELTA MANAGEMENT ASSOCIATES INC		141.84
	Invoice		Date	Description	Amount
		2016-00002582	05/20/2016	Garnish- Delta - Garnishment Delta Management	141.84
Check	05/20/2016	276976 Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN		12,963.11
	Invoice		Date	Description	Amount
		2016-00002583	05/20/2016	ELEC OFF RET - Retirement - Elected Official *	12,963.11

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 05/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/20/2016	276977: Accounts Payable	FRATERNAL ORDER OF POLICE		157.44
	Invoice	Date	Description		Amount
	2016-00002584	05/20/2016	UNION DUES - Union Dues - FOP		157.44
Check	05/20/2016	276978: Accounts Payable	GILSBAR FSA		914.46
	Invoice	Date	Description		Amount
	2016-00002585	05/20/2016	FSA-FULL - FSA-Full		914.46
Check	05/20/2016	276979: Accounts Payable	GILSBAR HSA		2,230.16
	Invoice	Date	Description		Amount
	2016-00002586	05/20/2016	HSA - Health Savings Acct*		2,230.16
Check	05/20/2016	276980: Accounts Payable	HAMMERMAN & HULTGREN P.C.		107.70
	Invoice	Date	Description		Amount
	2016-00002587	05/20/2016	GARNISH-HRC - Gam-HRC/S.Hammerman		107.70
Check	05/20/2016	276981: Accounts Payable	JP MORGAN CHASE DOR		24,518.90
	Invoice	Date	Description		Amount
	2016-00002588	05/20/2016	STATE - State Tax		24,518.90
Check	05/20/2016	276982: Accounts Payable	JP MORGAN CHASE FEDERAL TAX		75,483.79
	Invoice	Date	Description		Amount
	2016-00002589	05/20/2016	FED - Federal		75,483.79
Check	05/20/2016	276983: Accounts Payable	JP MORGAN CHASE FICA EE		53,280.34
	Invoice	Date	Description		Amount
	2016-00002590	05/20/2016	FICA - FICA		53,280.34
Check	05/20/2016	276984: Accounts Payable	JP MORGAN CHASE FICA ER		53,280.34
	Invoice	Date	Description		Amount
	2016-00002591	05/20/2016	FICA - FICA		53,280.34
Check	05/20/2016	276985: Accounts Payable	JP MORGAN CHASE MEDICARE EE		12,460.88
	Invoice	Date	Description		Amount
	2016-00002592	05/20/2016	MEDICARE - Medicare		12,460.88
Check	05/20/2016	276986: Accounts Payable	JP MORGAN CHASE MEDICARE ER		12,460.88

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
Check	05/20/2016	276987 Accounts Payable	2016-00002593	MEDICARE - Medicare	12,460.88
	Invoice		Date	Description	Amount
Check	05/20/2016	276988 Accounts Payable	2016-00002594	DEF COMP EJ - Def Comp Pre-Tax- Met Life	240.00
	Invoice		Date	Description	Amount
Check	05/20/2016	276989 Accounts Payable	2016-00002595	MIDLAND FUNDING LLC C/O JOHNSON MARK	182.20
	Invoice		Date	Description	Amount
Check	05/20/2016	276990 Accounts Payable	2016-00002596	GARNISH-MIDLAND - Gam-Midland Funding LLC	182.20
	Invoice		Date	Description	Amount
Check	05/20/2016	276990 Accounts Payable	2016-00002596	MODERN WOODMEN OF AMERICA	33.55
	Invoice		Date	Description	Amount
Check	05/20/2016	276990 Accounts Payable	2016-00002596	INSURANCE - Ins - Modern Woodmen	33.55
	Invoice		Date	Description	Amount
Check	05/20/2016	276991 Accounts Payable	2016-00002597	NATIONWIDE RETIREMENT SOLUTIONS	4,376.50
	Invoice		Date	Description	Amount
Check	05/20/2016	276991 Accounts Payable	2016-00002597	DEF COMP - Def Comp Pre-Tax - National	4,376.50
	Invoice		Date	Description	Amount
Check	05/20/2016	276992 Accounts Payable	2016-00002598	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	240.00
	Invoice		Date	Description	Amount
Check	05/20/2016	276992 Accounts Payable	2016-00002598	ASSOC DUES - Dues - Northern AZ Law Enf	240.00
	Invoice		Date	Description	Amount
Check	05/20/2016	276993 Accounts Payable	2016-00002599	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	40,570.41
	Invoice		Date	Description	Amount
Check	05/20/2016	276993 Accounts Payable	2016-00002599	DEPUTY'S RET - Retirement - Deputy *	40,570.41
	Invoice		Date	Description	Amount
Check	05/20/2016	276994 Accounts Payable	2016-00002600	SECURITY BENEFIT GROUP	1,205.00
	Invoice		Date	Description	Amount
Check	05/20/2016	276994 Accounts Payable	2016-00002600	DEF COMP SB - Def Comp Pre-Tax - Security Bft	1,205.00
	Invoice		Date	Description	Amount
Check	05/20/2016	276994 Accounts Payable	2016-00002601	SUPPORT PAYMENT CLEARINGHOUSE	3,058.64
	Invoice		Date	Description	Amount
Check	05/20/2016	276994 Accounts Payable	2016-00002601	CHILD SUPPORT - Gam - Chd Supp Clearinghouse*	3,058.64

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 05/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/20/2016	276995 Accounts Payable	THUNDERBIRD COLLECTION SPEC INC		202.59
	Invoice		Description		Amount
	2016-00002602	05/20/2016	GARNISH-THUNDER - Garn - Thunderbird Collection		202.59
Check	05/20/2016	276996 Accounts Payable	US DEPARTMENT OF EDUCATION		141.06
	Invoice		Description		Amount
	2016-00002603	05/20/2016	GARNISH-EDUC - Garn - US Dept of Education		141.06
Check	05/20/2016	276997 Accounts Payable	WADDELL & REED		1,037.50
	Invoice		Description		Amount
	2016-00002604	05/20/2016	DEF COMP WR - Def Comp Pre-Tax-Waddell		1,037.50
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 29		\$688,771.69
Checks:	29		\$688,771.69		

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	276968	05/19/2016	Voided	Ach Direct Deposit	05/19/2016	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	549,915.64	
Payments:		Invoice Number	Invoice Date	Description		Void Action		Net Amount	
	2201610	05/19/2016	PR ACH DEPOSIT	05/02/16-05/15/16		Void Invoice		549,915.64	
Distributions:		G/L Account Number		Due To/Due From		Debit Amount	Credit Amount		
	1005_1000.10	(General Fund_Operating cash balances Cash in treasury)							
	1005_1000.15	(General Fund_Operating cash balances Outstanding payroll warrants)				549,915.64			
							549,915.64		
Total Voided Transactions:		1							<u>\$549,915.64</u>

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 05/19/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	05/19/2016	276968	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	549,915.64
	Invoice		Date	Description	Amount
	2201610		05/19/2016	PR ACH DEPOSIT 05/02/16-05/15/16	549,915.64
JP Morgan AP JP Morgan Accounts Payable Totals:				Transactions: 1	549,915.64
Checks:	1		\$549,915.64		\$549,915.64

Credit Card Transaction Summary

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 05/23/2016 02:48:03 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '05/16/2016' AND '05/22/2016' 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	\$79.22		\$0.00	1	\$79.22
4IMPRINT	2	\$742.94		\$0.00	2	\$742.94
ACE HARDWARE	3	\$71.28		\$0.00	3	\$71.28
ACE HDWE.	11	\$374.62		\$0.00	11	\$374.62
ADOBE *PHOTOGPHY PLAN	1	\$10.85		\$0.00	1	\$10.85
ALLEGNT*TRAVEL	1	\$445.82		\$0.00	1	\$445.82
AMAZON MKTPLACE PMTS	14	\$2,421.00	1	(\$57.70)	15	\$2,363.30
AMAZON.COM	7	\$561.96		\$0.00	7	\$561.96
ARIZONA PUBLICSRVEZPAY	1	\$482.95		\$0.00	1	\$482.95
AUTOZONE #2713	1	\$32.12		\$0.00	1	\$32.12
BAUDVILLE INC.	1	\$37.22		\$0.00	1	\$37.22
BELL FORD INC	1	\$58.69		\$0.00	1	\$58.69
BNB SYSTEMS	1	\$373.44		\$0.00	1	\$373.44
CCI*RESERVATIONCOUNTER	2	\$395.08		\$0.00	2	\$395.08
CDW GOVERNMENT	1	\$234.21		\$0.00	1	\$234.21
CHARM-TEX	2	\$237.00		\$0.00	2	\$237.00
CHIL'S PAYSON	2	\$29.87		\$0.00	2	\$29.87
CHOXI.COM 800-973-5990	1	\$14.00		\$0.00	1	\$14.00
CINTAS 60A SAP	1	\$569.94		\$0.00	1	\$569.94
CIRCLE K 01948	2	\$55.29		\$0.00	2	\$55.29
COBRE VALLEY MOTORS	1	\$294.25		\$0.00	1	\$294.25
COBRE VALLEY-SWITCHBOA	1	\$205.29		\$0.00	1	\$205.29
COPPER BISTRO	1	\$29.52		\$0.00	1	\$29.52
COPPER HILLS INN	1	\$100.43		\$0.00	1	\$100.43

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 05/23/2016 02:48:03 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '05/16/2016' AND '05/22/2016' 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
DAL MOLIN CHIROPRACTIC	1	\$85.00		\$0.00	1	\$85.00
DEK AUTO PARTS LLC	5	\$269.06		\$0.00	5	\$269.06
DENNY'S #6688	1	\$10.83		\$0.00	1	\$10.83
EMPIRE INTERNET PARTS	9	\$1,511.22		\$0.00	9	\$1,511.22
ERNIE'S SMOKE SHOP I	1	\$20.00		\$0.00	1	\$20.00
FIESTA BUSINESS PRODUC	1	\$33.16		\$0.00	1	\$33.16
FREIGHTLINER OF AZ - T	1	\$104.49		\$0.00	1	\$104.49
FRYS FUEL # 7109	1	\$15.42		\$0.00	1	\$15.42
GIANT #6664	1	\$36.90		\$0.00	1	\$36.90
GIANT #6634	1	\$29.80		\$0.00	1	\$29.80
GIANT CAR WASH #62	1	\$10.00		\$0.00	1	\$10.00
GOODNESS FRESH KIT	1	\$12.81		\$0.00	1	\$12.81
HERTZ RENT-A-CAR	1	\$30.12		\$0.00	1	\$30.12
HOLIDAY INN EXPRESS GL	1	\$93.54		\$0.00	1	\$93.54
IN *APPLE AWARDS INC	1	\$78.35		\$0.00	1	\$78.35
IN *CRS	1	\$40.00		\$0.00	1	\$40.00
IN *ECOBBLUE	1	\$292.76		\$0.00	1	\$292.76
INTERSTATE BATTERIES O	2	\$257.56		\$0.00	2	\$257.56
KNIGHTS INN	1	\$630.42		\$0.00	1	\$630.42
KWIK KOOL REFRIGERATIO	1	\$202.74		\$0.00	1	\$202.74
LA QUINTA INNS 0566	1	\$95.83		\$0.00	1	\$95.83
LANGUAGE LINE, INC.	1	\$19.75		\$0.00	1	\$19.75
LMC TRUCK	1	\$173.70		\$0.00	1	\$173.70
LONE SPUR CAFE	1	\$27.24		\$0.00	1	\$27.24

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Transaction Summary by Parent Merchant

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 05/23/2016 02:48:03 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '05/16/2016' AND '05/22/2016' 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
MACKS AUTO SUPPLY GLOB	10	\$1,080.89	2	(\$102.55)	12	\$978.34
MAJESTIC MOUNTAIN INN	2	\$225.18		\$0.00	2	\$225.18
MCDONALD'S F6675	1	\$8.16		\$0.00	1	\$8.16
MCSPADDEN FORD	1	\$30.82		\$0.00	1	\$30.82
MERLE'S AUTO SUPPLY	6	\$526.64	1	(\$4.55)	7	\$522.09
MID STATE PIPE & SUPPL	1	\$38.16		\$0.00	1	\$38.16
MOORE MEDICAL LLC	1	\$164.74		\$0.00	1	\$164.74
MT GOV ONLINE TRNS	1	\$14.50		\$0.00	1	\$14.50
MTE COMMUNICATIONS	1	\$86.58		\$0.00	1	\$86.58
OASIS PRINTING	1	\$55.44		\$0.00	1	\$55.44
OFFICE DEPOT #1080	1	\$14.51		\$0.00	1	\$14.51
OFFICE DEPOT #5101	10	\$1,489.93	1	(\$105.08)	11	\$1,384.85
OFFICE DEPOT #5125	1	\$282.79		\$0.00	1	\$282.79
OFFICEMAX/OFFICEDEPOT6	1	\$73.01		\$0.00	1	\$73.01
OREILLY AUTO 00027755	1	\$88.91		\$0.00	1	\$88.91
OREILLY AUTO 00028308	1	\$85.89		\$0.00	1	\$85.89
PALACE HEALTH MART	1	\$349.87		\$0.00	1	\$349.87
PAYSON CARQUEST	15	\$1,035.53	2	(\$198.24)	17	\$837.29
PAYSON COMFORT INN	1	\$188.22		\$0.00	1	\$188.22
PINAL LUMBER	8	\$678.48		\$0.00	8	\$678.48
PINE COUNTRY ANIMAL CL	1	\$485.20		\$0.00	1	\$485.20
PRESCOTT RESORT AND CO	2	\$573.78		\$0.00	2	\$573.78
QT 404 05004049	1	\$37.30		\$0.00	1	\$37.30
QT 440 05004403	1	\$25.00		\$0.00	1	\$25.00

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 05/23/2016 02:48:03 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '05/16/2016' AND '05/22/2016' 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
SAFARILAND, LLC	2	\$613.86		\$0.00	2	\$613.86
SHELL OIL 57446139503	1	\$36.22		\$0.00	1	\$36.22
SHERATON MESA HOTEL	10	\$3,231.95		\$0.00	10	\$3,231.95
SHOPLET.COM	5	\$2,522.90		\$0.00	5	\$2,522.90
SKEDDA.COM SKEDDA PREM	2	\$98.00		\$0.00	2	\$98.00
SKY HARBOR PARKING EE	1	\$54.00		\$0.00	1	\$54.00
SMART RECOVERY	1	\$75.00		\$0.00	1	\$75.00
SPRING CREEK STORE	1	\$38.29		\$0.00	1	\$38.29
SPRINGHILL SUITES	1	\$244.28		\$0.00	1	\$244.28
SPRINGHILL SUITES - PH	1	\$135.08		\$0.00	1	\$135.08
SQ *ARIZONA SCHOOL RES	1	\$239.00		\$0.00	1	\$239.00
STATS SPORTS GRILL	1	\$273.98		\$0.00	1	\$273.98
STEVE COURY	2	\$112.07		\$0.00	2	\$112.07
SUBWAY 00150961	1	\$123.80		\$0.00	1	\$123.80
TECHNIPRINT CO	1	\$207.02		\$0.00	1	\$207.02
THE DAVENPORT GRAND HO	2	\$702.28		\$0.00	2	\$702.28
THE HOME DEPOT #0422	3	\$448.05		\$0.00	3	\$448.05
THE UPS STORE #3800	1	\$60.03		\$0.00	1	\$60.03
TRACTOR SUPPLY CO #172	2	\$114.08		\$0.00	2	\$114.08
UPS*1ZX60F100390432985	2	\$40.15		\$0.00	2	\$40.15
USPS 03617904733803438	3	\$8.69		\$0.00	3	\$8.69
WAL-MART #1334	4	\$167.13	1	(\$27.26)	5	\$139.87
WAL-MART #1369	1	\$13.03		\$0.00	1	\$13.03
WALMART.COM	1	\$103.45		\$0.00	1	\$103.45

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 05/23/2016 02:48:03 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '05/16/2016' AND '05/22/2016' 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
WIST SUPPLY EQUIPMENT	9	\$1,365.26		\$0.00	9	\$1,365.26
WM SUPERCENTER #1334	6	\$402.12		\$0.00	6	\$402.12
WM SUPERCENTER #1369	1	\$17.79		\$0.00	1	\$17.79
Grand Total:	233	\$31,024.73	8	(\$495.38)	241 Transaction(s) ✓	\$30,529.35 ✓



Gila County, Arizona

Weekly Expenditure Report
(9 May – 15 May 2016)

Gila County Finance Department

Gila County Finance Department

Weekly Expenditure Report

(9 May - 15 May 2016)

Accounts Payable Expenditures

AP Expenditure Type	Payee/Description	Amount	Comment
Special Check Run	Sparkletts	\$ 52.75	Batch Date 5/09/16
Special Check Run	Various Payees - Checks	\$ 2,949.33	Batch Date 5/12/16
Special Check Run	Gerald Irish	\$ 250.00	Batch Date 5/13/16
Regular Weekly AP Check Run	Various Payees - Checks	\$ 561,005.44	Batch Date 5/16/16

\$ -

Gross AP Expenditures: \$ 564,257.52

Void - Check # 276007	Raymus Chino	\$ 105.00	Payment in Error
Void - Check #		\$ -	
Void - Check #		\$ -	
Void - Check #		\$ -	

Less Voided Payments: \$ 105.00

Net AP Expenditures: \$ 564,152.52

AP Reference Only	Payee/Description	Amount	Comment
Void #276080/ Reissue #276854	Law Office of John S. Perlman LLC	\$ 1,069.50	Lost in mail
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: \$ 564,152.52

Total Payroll Expenditures: \$ -

Total Accounts Payable & Payroll Expenditures: \$ 564,152.52

Credit Card Charges

Transaction	Merchant	Amount	Comment
264 Transactions 9 May - 15 May 2016	Various Merchants	\$ 35,510.20	Payment Due: June 2016

Accounts Payable

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	05/09/2016	276853	Accounts Payable	SPARKLETTS	52.75
	Invoice		Date	Description	Amount
	MARCH2016-17		04/28/2016	RECORDER	52.75
JP Morgan AP JP Morgan Accounts Payable Totals:					52.75
Checks:	1		\$52.75	Transactions: 1	

Reviewed
5-9-16 

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/12/2016 ✓

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	05/12/2016	276857 Accounts Payable	ARIZONA DEPARTMENT OF ADMINISTRATION		2,699.33
	<u>Invoice</u>	<u>Date</u>	<u>Description</u>		<u>Amount</u>
	043016	04/30/2016	APRIL 2016 RISK MANAGEMENT RMS #889		2,699.33
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 1		<u>\$2,699.33</u>
Checks:	1		\$2,699.33		

Handwritten signature
5-12-16

****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	05/12/2016	276855

Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
201_140 Finance Department, System Generated						
	18371 - DE LOS REYES MARK	05202016	Travel Cash Advance 051516-052016	05/12/2016	05/20/2016	100.00
	18069 - FERGASON JARED	05202016	Travel Cash Advance 051516-052016	05/12/2016	05/20/2016	100.00
	Total Selected Invoices: 2					<hr/> \$200.00

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5-12-16

*****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	05/12/2016	276858

Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
201_140 Finance Department, System Generated						
	18371 - DE LOS REYES MARK	052016-A	Travel Cash Advance	05/20/2016	05/27/2016	25.00
	18069 - FERGASON JARED	052016-A	Travel Cash Advance	05/20/2016	05/27/2016	25.00
Total Selected Invoices: 2						\$50.00

Reviewed
 5/12/2016 5-12-16


*****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	05/13/2016	276860

Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
201_140 Finance Department, System Generated						
	18449 - Irish Gerald	05172016	Travel Cash Advance 051716-051916	05/13/2016	05/20/2016	250.00
Total Selected Invoices: 1						\$250.00

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5-13-16

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	05/16/2016	276861 Accounts Payable	ALLIED FIRE PROTECTION INC		2,292.11
	Invoice	Date	Description		Amount
	16-28474	04/27/2016	Fire Sprinkler Inspections, Service & Repair in County Buildings		149.86
	16-28473	04/27/2016	Fire Sprinkler Inspections, Service & Repair in County Buildings		263.35
	16-28502	04/27/2016	Fire Sprinkler Inspections, Service & Repair in County Buildings		153.90
	16-28502A	04/27/2016	Fire Sprinkler Inspections, Service & Repair in County Buildings		343.80
	16-28502B	04/27/2016	Fire Sprinkler Inspections, Service & Repair in County Buildings		153.90
	16-28335	04/27/2016	Fire Sprinkler Inspections, Service & Repair in County Buildings		228.90
	16-28335A	04/27/2016	Fire Sprinkler Inspections, Service & Repair in County Buildings		153.90
	16-28335B	04/27/2016	Fire Sprinkler Inspections, Service & Repair in County Buildings		153.90
	16-28335C	04/27/2016	Fire Sprinkler Inspections, Service & Repair in County Buildings		153.90
	16-28335D	04/27/2016	Fire Sprinkler Inspections, Service & Repair in County Buildings		228.90
	16-28335E	04/27/2016	Fire Sprinkler Inspections, Service & Repair in County Buildings		153.90
	16-28335F	04/27/2016	Fire Sprinkler Inspections, Service & Repair in County Buildings		153.90
Check	05/16/2016	276862 Accounts Payable	ANDERSON , JAMILYN		480.00
	Invoice	Date	Description		Amount
	2	05/02/2016	International Board Certified Lactation Consultant		480.00
Check	05/16/2016	276863 Accounts Payable	ARIZONA DEPARTMENT OF WEIGHTS AND MEASURES		180.00
	Invoice	Date	Description		Amount
	272181	04/21/2016	BMF#28797 RUSSELL GULCH ANNUAL FEE		180.00
Check	05/16/2016	276864 Accounts Payable	ARIZONA PUBLIC SERVICE		1,005.00
	Invoice	Date	Description		Amount
	23459-i	02/12/2016	ACCT#696208288 HH#10625		275.00
	23459-J	02/12/2016	ACCT#399870282 HH#3085		400.00
	22886	05/06/2016	ACCT#037538283 HH#9423		330.00
Check	05/16/2016	276865 Accounts Payable	ARIZONA PUBLIC SERVICE		31,135.68
	Invoice	Date	Description		Amount
	050316727700280	05/03/2016	727700280 BEELINE/PINE HWY		147.84
	050416473510284	05/04/2016	473510284 VERDE PARK SLID		339.59

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		050616128235287	05/06/2016	1100 N Beeline Unit G Education Service	68.64
		050216184801280	05/02/2016	SERV FOR ACCT#184801280	30,579.61
Check	05/16/2016	276866 Accounts Payable	ARIZONA SILVER BELT		1,278.70
		Invoice	Date	Description	Amount
		67027	04/06/2016	Humane Resource	17.95
		67370	04/27/2016	Humane Resource	17.95
		67256	04/20/2016	Humane Resource	17.95
		67163	04/13/2016	Humane Resource	17.95
		67255	04/20/2016	Community Development	20.20
		67360	04/27/2016	Treasurers/Advertising Expense	67.32
		67161	04/13/2016	CUST#101605 BALLOT TESTING	8.80
		67021	04/06/2016	Finance Advertisement CUST#109388	193.60
		67156	04/13/2016	COMMUNITY HEALTH & WELLNESS CUST#101132	408.00
		67264	04/20/2016	PROGRESS PGB3 CUST#101132	508.98
Check	05/16/2016	276867 Accounts Payable	ARIZONA SUPREME COURT		500.00
		Invoice	Date	Description	Amount
		ESD-2016-0501	05/03/2016	BRYAN CHAMBERS & GARY SCALES 2016 JUDICIAL CONFERENCE	500.00
Check	05/16/2016	276868 Accounts Payable	ATOMIC PEST CONTROL LLC		190.00
		Invoice	Date	Description	Amount
		288770	04/27/2016	ROADS & SHOP OFFICES	190.00
Check	05/16/2016	276869 Accounts Payable	BANNER - UNIVERSITY MEDICAL GROUP		500.00
		Invoice	Date	Description	Amount
		20160191	04/21/2016	CR20114-646 Rule 11 Morenez	500.00
Check	05/16/2016	276870 Accounts Payable	BECK , JOSHUA		254.49
		Invoice	Date	Description	Amount
		04282016	04/28/2016	Travel REimbursement 040516-042816	254.49
Check	05/16/2016	276871 Accounts Payable	BILTMORE PSYCHIATRIC GROUP, PLLC , JOEL E. PARKER M.D		500.00
		Invoice	Date	Description	Amount

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		YR04192016	04/28/2016	CR2015-633 YBARRANDO	500.00
Check	05/16/2016	276872 Accounts Payable	BUFFINGTON , DAVID L		280.12
	Invoice		Date	Description	Amount
		04282016	04/28/2016	ASRS Subsidy MaRch - April	280.12
Check	05/16/2016	276873 Accounts Payable	BYRUM , SUSAN		1,983.90
	Invoice		Date	Description	Amount
		050216	05/02/2016	CR2014-0104 Sopeland Appellate Record	1,453.20
		50616	05/06/2016	CR2013-139 Cano	155.70
		050916-Diem	05/09/2016	Per Diem 050916	375.00
Check	05/16/2016	276874 Accounts Payable	CABLE ONE		440.11
	Invoice		Date	Description	Amount
		050116-105529168	05/01/2016	Acct. No. 105529168	149.87
		050116-105627525	05/01/2016	Acct No. 105627525	207.33
		050116-105619159	05/01/2016	Acct. No. 105619159	82.91
Check	05/16/2016	276875 Accounts Payable	CANYON COUNTRY DESIGNS INC		2,154.20
	Invoice		Date	Description	Amount
		043016	04/30/2016	April Design costs for Sup Courts North + Payson COunty Attorney	2,154.20
Check	05/16/2016	276876 Accounts Payable	CANYON STATE WIRELESS		192.98
	Invoice		Date	Description	Amount
		12-0416010	04/01/2016	JUVENILE DETENTION RADIO RENTALS	192.98
Check	05/16/2016	276877 Accounts Payable	CARRIZO APACHE ASSEMBLY OF GOD		150.00
	Invoice		Date	Description	Amount
		03222016	03/22/2016	Facility Use for Election	150.00
Check	05/16/2016	276878 Accounts Payable	CARUSO TURLEY SCOTT INC		5,917.50
	Invoice		Date	Description	Amount
		104177	05/06/2016	Structural Foundation/Concrete Floor of Bldg at 110 W. Main St.,	5,917.50
Check	05/16/2016	276879 Accounts Payable	CENTURYLINK		1,229.86
	Invoice		Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		9284028500041016	04/10/2016	Serv For 928-402-8500	
		9284259269040716	04/07/2016	SERV FOR 928 425 9269 569B	530.67
		9284681671041616	04/16/2016	Serv For 928-468-1671-025B	101.38
		9284681124041616	04/16/2016	SERV FOR GCIT	167.52
		9284029481041016	04/10/2016	Serv For 928-402-9481	127.85
		9284688963041616	04/16/2016	Serv For 928-468-8963-436B	40.30
		9284681106041616	04/16/2016	Serv For 928-468-1106-371B	62.21
		9284686881041616	04/16/2016	Serv For 928-468-6881-895B	98.71
Check	05/16/2016	276880 Accounts Payable	CITY OF GLOBE		101.22
		Invoice	Date	Description	Amount
		043016-9207001	04/30/2016	Globe Water Act# 9.2070.01	48.08
		043016-7464001	04/30/2016	Water for Act#7.4640.01	153.14
		043016-5161001	04/30/2016	Water for Act#5.1610.01	136.38
		043016-1364001	04/30/2016	GLobe Water Act# 1-3640.01	69.37
		043016-9254001	04/30/2016	Globe Water Act# 9.2540.01	4,290.85
		043016-9304001	04/30/2016	Globe Water Act# 9.3040.01	66.85
		043016-9255001	04/30/2016	Globe Water Act# 9.2550.01	282.41
		043016-9305001	04/30/2016	Water for Act#9.3050.01	77.44
		043016-9386001	04/30/2016	Globe Water Act# 9.3860.01	88.50
		043016-13155001	04/30/2016	Globe Water Act# 13.1550.01	21.16
		043016-13153001	04/30/2016	Globe Water Act# 13.1530.01	54.30
		043016-13143001	04/30/2016	Globe Water Act# 13.1430.01	830.64
		043016-13180001	04/30/2016	Water Fairgrounds Enterance Act# 13.1800.01	67.25
		043016-13176001	04/30/2016	Globe Water Act# 13.1760.01	50.36
		043016-15119001	04/30/2016	Comm. Srvs Act# 15.1190.01	62.45
Check	05/16/2016	276881 Accounts Payable	COMMERCIAL REFRIGERATION SERVICE, INC		4,488.44
		Invoice	Date	Description	Amount
		151545	04/27/2016	ICE MACHINE FOR ROOSEVELT SUBSTATION SHERIFF'S OFFICE	4,488.44
Check	05/16/2016	276882 Accounts Payable	COMMUNITY PRESBYTERIAN CHURCH		75.00
		Invoice	Date	Description	Amount
		03222016	03/22/2016	Facility Use for Election	75.00
Check	05/16/2016	276883 Accounts Payable	COPPER COUNTRY NEWS		408.00

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	67385		04/30/2016	Community Health Wellness April 2016	408.00
Check	05/16/2016	276884 Accounts Payable		COPPERNET SYSTEM INC	79.95
	Invoice		Date	Description	Amount
	140391		05/01/2016	COPPERNET 1658270	79.95
Check	05/16/2016	276885 Accounts Payable		COX COMMUNICATIONS	427.24
	Invoice		Date	Description	Amount
	042716		04/27/2016	COX 011 8501 153535802	427.24
Check	05/16/2016	276886 Accounts Payable		CRM OF AMERICA LLC	6,016.07
	Invoice		Date	Description	Amount
	AZ19780		04/26/2016	Pass# 15268	1,347.61
	AZ19787		04/27/2016	Pass# 15270+15269	2,724.11
	AZ19774		04/25/2016	Pass# 15267	1,944.35
Check	05/16/2016	276887 Accounts Payable		DELL MARKETING LP	7,156.71
	Invoice		Date	Description	Amount
	XJX719DT9		04/22/2016	Copper Admin Server Room Equipment	5,151.21
	XJX71C8M6		04/22/2016	Optiplex 9020	2,005.50
Check	05/16/2016	276888 Accounts Payable		DOLLYWOOD FOUNDATION	710.00
	Invoice		Date	Description	Amount
	810		05/08/2016	Promotional Flyers	710.00
Check	05/16/2016	276889 Accounts Payable		DORSETT , WAYNE W	468.00
	Invoice		Date	Description	Amount
	05032016		05/03/2016	PSPRS Subsidy April 16	468.00
Check	05/16/2016	276890 Accounts Payable		DREMLER , PATTI	30.10
	Invoice		Date	Description	Amount
	04202016		04/21/2016	Travel REimbursement	30.10
Check	05/16/2016	276891 Accounts Payable		DUBER , ROBERT , II	114.06
	Invoice		Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	05032016		05/03/2016	PSPRS Subsidy April 2016	114.06
Check	05/16/2016	276892 Accounts Payable	EARTHQUEST PLUMBING INC		442.90
	Invoice		Date	Description	Amount
	1392		05/02/2016	Backflow Inspection and Repairs Globe Facilities	60.00
	1390		05/02/2016	On-Call Plumbing and Septic Repairs	382.90
Check	05/16/2016	276893 Accounts Payable	Emily Danies Attorney at Law, LLC		6,576.41
	Invoice		Date	Description	Amount
	9975		05/05/2016	Legal Services for Indigent Citizens	6,576.41
Check	05/16/2016	276894 Accounts Payable	ESTEVEZ , JUDY N		215.00
	Invoice		Date	Description	Amount
	04282016		04/28/2016	ASRS Subsidy Pyt April	215.00
Check	05/16/2016	276895 Accounts Payable	FABOK , GLINDA S		81.50
	Invoice		Date	Description	Amount
	825		05/02/2016	CR2014-104 Sopeland Appellate Record	64.40
	824		04/28/2016	CR2010-417 McWaters Indigent REquest	17.10
Check	05/16/2016	276896 Accounts Payable	FEDEX		8.49
	Invoice		Date	Description	Amount
	5-406-74536		05/05/2016	Shipping Through 050516	8.49
Check	05/16/2016	276897 Accounts Payable	FIRST BAPTIST CHURCH OF PINE		75.00
	Invoice		Date	Description	Amount
	03222016		03/22/2016	Facility Use fo Election	75.00
Check	05/16/2016	276898 Accounts Payable	GILA COUNTY TREASURER		3,955.63
	Invoice		Date	Description	Amount
	05112016		05/11/2016	Pyt for Jurors	3,955.63
Check	05/16/2016	276899 Accounts Payable	GILA COUNTY TREASURER		1,349.96
	Invoice		Date	Description	Amount
	05092016		05/09/2016	Juror Reimbursement	1,349.96
Check	05/16/2016	276900 Accounts Payable	GLAXOSMITHKLINE PHARMACEUTICALS		8,665.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	33201275		04/27/2016	Boostrix	4,436.90
	33208639		05/02/2016	Glaxo vaccines for Private Stock Vaccine program as required	4,228.10
Check	05/16/2016	276901 Accounts Payable	GLOBE PUBLIC LIBRARY		56,800.00
	Invoice		Date	Description	Amount
	050116GLO		05/01/2016	Library Service Agreement with Globe Public Library	56,800.00
Check	05/16/2016	276902 Accounts Payable	GREAT AMERICA LEASING CORPORATION		511.41
	Invoice		Date	Description	Amount
	18668408		04/26/2016	BizHub 454e Payson/ BizHub C554e Globe Clerk of the Court	511.41
Check	05/16/2016	276903 Accounts Payable	GRICE , ROSE MARY		40.00
	Invoice		Date	Description	Amount
	05022016		05/02/2016	Martinez JV2016-036	40.00
Check	05/16/2016	276904 Accounts Payable	GRIFFINS PROPANE		283.49
	Invoice		Date	Description	Amount
	8243		05/04/2016	Propane for Act# 801386	283.49
Check	05/16/2016	276905 Accounts Payable	HAYDEN PUBLIC LIBRARY		23,450.00
	Invoice		Date	Description	Amount
	050116HAY		05/01/2016	Library Service Agreement with Hayden Public Library	23,450.00
Check	05/16/2016	276906 Accounts Payable	HORIZON HEALTH AND WELLNESS INC		24,750.00
	Invoice		Date	Description	Amount
	2303550		04/27/2016	Bove- Mental Health Srv	3,750.00
	2285407		03/21/2016	Mental Health Srv - Sloane	9,750.00
	2336338		03/21/2016	Mental Health McClure	6,750.00
	2200150		04/21/2016	Mental Health Srv - T. Jaskulski	4,500.00
Check	05/16/2016	276907 Accounts Payable	HUMANE SOCIETY OF CENTRAL ARIZONA		2,600.00
	Invoice		Date	Description	Amount
	April2016		04/30/2016	Impound Agreement	2,600.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/16/2016	276908 Accounts Payable	IC GROUP		1,409.99
	Invoice	Date	Description		Amount
	310372	04/25/2016	Treasurer's Receipts		1,409.99
Check	05/16/2016	276909 Accounts Payable	INTERSTATE ELECTRONICS		628.85
	Invoice	Date	Description		Amount
	9501	04/30/2016	BizHub C454 Globe Superior Court		76.91
	9500	04/30/2016	BizHub 600 County Attorney Office		134.62
	9502	04/30/2016	BizHub C454 Globe Superior Court		319.62
	9510	04/30/2016	Konica 7235 Globe Justice Court		0.04
	9511	04/30/2016	BizHub 600 Globe Justice Court		66.57
	9512	04/30/2016	BizHub C450 Globe Justice Court		15.76
	9513	04/30/2016	BizHub C450 Globe Justice Court		15.33
Check	05/16/2016	276910 Accounts Payable	ISABELLE HUNT MEMORIAL PUBLIC LIBRARY		54,200.00
	Invoice	Date	Description		Amount
	050116IHP	05/01/2016	Library Service Agreement with Isabelle Hunt Public Library		54,200.00
Check	05/16/2016	276911 Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A. INC		463.48
	Invoice	Date	Description		Amount
	239336744	04/25/2016	BizHub C224e Globe Task Force/Color/Quarterly		121.44
	239394567	04/29/2016	BizHub 601 BOS/Copy Room		105.14
	239456318	04/30/2016	BizHub C353 Public Works Color-Annual		99.98
	239455865	04/30/2016	Bizhub C20X Payson CAP Program/Color		136.92
Check	05/16/2016	276912 Accounts Payable	KWK KOOL REFRIGERATION		1,047.90
	Invoice	Date	Description		Amount
	18863	05/05/2016	HH# 2481		166.66
	5798	04/19/2016	Issues with AC in Courtroom #10		372.50
	5803	04/19/2016	Issue with Mini Split - Detention		138.26
	5781	05/04/2016	HH#4149		370.48
Check	05/16/2016	276913 Accounts Payable	LABONTE , COLE		902.45
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	04082016		04/08/2016	Travel REimbursement 040316-040816	902.45
Check	05/16/2016	276914	Accounts Payable	LAW OFFICE OF CARRIE CANIZALES PLLC	8,900.00
	Invoice		Date	Description	Amount
	1604		05/03/2016	Legal Service for Indigent Citizens	2,600.00
	1603		04/04/2016	Legal Service for Indigent Citizens	6,300.00
Check	05/16/2016	276915	Accounts Payable	LAW OFFICE OF HARRIETTE P LEVITT	500.00
	Invoice		Date	Description	Amount
	20162-Shelby		05/02/2016	SV2015-00012	500.00
Check	05/16/2016	276916	Accounts Payable	LAW OFFICE OF JOHN S.PERLMAN LLC	1,116.50
	Invoice		Date	Description	Amount
	2016-DEP-146		05/02/2016	Legal Service for Indigent Citizens	300.00
	2016-402		05/02/2016	Attorney for the Public Fiduciary	816.50
Check	05/16/2016	276917	Accounts Payable	MCCREARY GROUP	291.20
	Invoice		Date	Description	Amount
	SO1604001		04/25/2016	Transcripts for Oral Boards Internal Investigations	135.80
	SO16-03-002		04/25/2016	Transcriptions for Oral Boards	155.40
Check	05/16/2016	276918	Accounts Payable	MCSPADDEN FORD INC	3,475.20
	Invoice		Date	Description	Amount
	20572		04/06/2016	Paint Unit A-113	3,475.20
Check	05/16/2016	276919	Accounts Payable	MENDEZ , MARY E	150.00
	Invoice		Date	Description	Amount
	04282016		04/28/2016	ASRS Subsidy - April 2016	150.00
Check	05/16/2016	276920	Accounts Payable	MERCK SHARP & DOHME CORP	18,276.56
	Invoice		Date	Description	Amount
	7008713426		04/27/2016	HPV 9	16,722.85
	7008731176		05/03/2016	Recombivax-Vaqta	1,090.32
	7008731177		05/03/2016	Pedvax	463.39
Check	05/16/2016	276921	Accounts Payable	MESSINGER PAYSON FUNERAL HOME	3,720.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	PF5733G		04/30/2016	Autopsy Srv for Everetts	1,080.00
	PF5729G		04/30/2016	Autopsy Srv for Begay	655.00
	PF5730G		04/30/2016	Autopsy Srv for Jaxon Bob	905.00
	PF5728G		04/30/2016	Autopsy Srv for Jaron Bob	1,080.00
Check	05/16/2016	276922 Accounts Payable		MIAMI MEMORIAL LIBRARY	26,293.05
	Invoice		Date	Description	Amount
	050116MIA		05/01/2016	Library Service Agreement with Miami Memorial Library	26,293.05
Check	05/16/2016	276923 Accounts Payable		MOUNTAIN RETREAT BUILDERS LLC	4,387.50
	Invoice		Date	Description	Amount
	HH#2446-032216		03/22/2016	HH# 2446 Final	4,387.50
Check	05/16/2016	276924 Accounts Payable		MP ENVIRONMENTAL SERVICES INC	5,300.00
	Invoice		Date	Description	Amount
	16296705		04/26/2016	Decommission Fuel Tank at Courthouse	5,300.00
Check	05/16/2016	276925 Accounts Payable		MTE COMMUNICATIONS	453.06
	Invoice		Date	Description	Amount
	050116-013770		05/01/2016	Acct. No. 013770 PW	306.03
	050116-013798		05/01/2016	Account No. 013798/Phone Service	147.03
Check	05/16/2016	276926 Accounts Payable		MULTITECH	90.00
	Invoice		Date	Description	Amount
	215171		05/01/2016	ALARM MONITORING FOR EVIDENCE AREA 1315 SOUTH STREET	90.00
Check	05/16/2016	276927 Accounts Payable		MYERS & ASSOCIATES PLLC	811.20
	Invoice		Date	Description	Amount
	1605		05/01/2016	Legal Services for Indigent Citizens	811.20
Check	05/16/2016	276928 Accounts Payable		NETWORK IMAGING	268.55
	Invoice		Date	Description	Amount
	140140		04/25/2016	Replacement Cartridge Landfill	268.55
Check	05/16/2016	276929 Accounts Payable		OFFICE DEPOT	372.27

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	837728328001		05/03/2016	Foot Rest, POst iTs, Sheet Binder	41.73
	837728874001		05/03/2016	Sheet Protectors - Tape	13.34
	837117294001		04/29/2016	Copy Paper Elections	81.43
	837898924001		05/03/2016	Office Supplies	107.46
	837900884001		05/04/2016	Office Supplies	46.55
	834286590001		04/16/2016	Envelopes for Elections	8.50
	834286526001		04/18/2016	Cards for Elections	73.26
Check	05/16/2016	276930 Accounts Payable		PAYSON PUBLIC LIBRARY	115,200.00
	Invoice		Date	Description	Amount
	050116PAY		05/01/2016	Library Service Agreement with Payson Public Library	115,200.00
Check	05/16/2016	276931 Accounts Payable		PAYSON UNIFIED SCHOOL	500.00
	Invoice		Date	Description	Amount
	L6		04/25/2016	501 S MCLANE RENT	500.00
Check	05/16/2016	276932 Accounts Payable		PAYSON WATER DEPT	100.00
	Invoice		Date	Description	Amount
	22878		04/25/2016	114 S THOMAS HH#5795	100.00
Check	05/16/2016	276933 Accounts Payable		PFIZER INC	9,574.50
	Invoice		Date	Description	Amount
	9313718061		04/25/2016	Pfizer vaccines for Private Stock Vaccine program	9,574.50
Check	05/16/2016	276934 Accounts Payable		PINE VIEW RV PARK	424.00
	Invoice		Date	Description	Amount
	22883		05/04/2016	SPC B-26 HH#5784	424.00
Check	05/16/2016	276935 Accounts Payable		PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	458.52
	Invoice		Date	Description	Amount
	0430163100150853		04/30/2016	Connect 2000 Series Pitney Bowes/Lease /Maintenance	458.52
Check	05/16/2016	276936 Accounts Payable		PROFFITT , LINDA	300.00
	Invoice		Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	2016-00006		04/15/2016	GC2016-006 MARTIN INVESTIGATION	300.00
Check	05/16/2016	276937 Accounts Payable	QUALITY PUMPING LLC		179.64
	Invoice		Date	Description	Amount
	307985		04/25/2016	Buckhead Mesa Landfill Portable Toilets	179.64
Check	05/16/2016	276938 Accounts Payable	R&H BOULDER & GRANITE LLC		235.00
	Invoice		Date	Description	Amount
	22880		05/02/2016	SPC #3 HH#3692	235.00
Check	05/16/2016	276939 Accounts Payable	RHYNE , KENDALL DEE		83.84
	Invoice		Date	Description	Amount
	042516RHYNEK		04/25/2016	EE KENDALL RHYNE APRIL TRAVEL REIMBURSEMENT	83.84
Check	05/16/2016	276940 Accounts Payable	RIPPLE , DENICE		722.20
	Invoice		Date	Description	Amount
	176		04/22/2016	GRAND JURY 4/5/16	722.20
Check	05/16/2016	276941 Accounts Payable	RODGERS , STEVEN		600.00
	Invoice		Date	Description	Amount
	22747		05/02/2016	859 W LIVE OAK HH#2991	600.00
Check	05/16/2016	276942 Accounts Payable	SALT RIVER PROJECT		724.14
	Invoice		Date	Description	Amount
	050216586670008		05/02/2016	SERV FOR ACCT#586-670-008	724.14
Check	05/16/2016	276943 Accounts Payable	SANOFI PASTEUR INC		10,641.84
	Invoice		Date	Description	Amount
	906096223		04/27/2016	Sanofi vaccines for Private Stock Vaccine program as required	10,641.84
Check	05/16/2016	276944 Accounts Payable	SHELL , STEVEN W		600.00
	Invoice		Date	Description	Amount
	22757		05/06/2016	8958 S SIX SHOOTER CYN #26 HH#5866	600.00
Check	05/16/2016	276945 Accounts Payable	SCOTTSDALE RESTAURANT SUPPLY		4,405.31
	Invoice		Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	20287		04/27/2016	REFRIGERATOR/FREEZER FOR JAIL PAYSON	4,405.31
Check	05/16/2016	276946 Accounts Payable	SECRETARY OF STATE NOTARY		43.00
	Invoice		Date	Description	Amount
	050516LYOND		05/05/2016	DAWNIE LYON NOTARY FEES	43.00
Check	05/16/2016	276947 Accounts Payable	SHAW , JEAN TURNEY		275.00
	Invoice		Date	Description	Amount
	2016-04		05/10/2016	Medical Consulting and Related Services	275.00
Check	05/16/2016	276948 Accounts Payable	SHRED IT USA LLC		125.25
	Invoice		Date	Description	Amount
	9410357959		04/21/2016	ACCT#11930164 4/21/16 SVS	125.25
Check	05/16/2016	276949 Accounts Payable	SOUTHWEST GAS		679.89
	Invoice		Date	Description	Amount
	22752		05/03/2016	ACCT#4610032853037 HH#5500	199.89
	22754		05/04/2016	ACCT#4610095615031 HH#9664	480.00
Check	05/16/2016	276950 Accounts Payable	TDS TELECOMM		199.08
	Invoice		Date	Description	Amount
	0413169284672309		04/13/2016	SERV FOR ACCT#928-467-2309	38.63
	0413169284672515		04/13/2016	SERV FOR ACCT#928-467-2515	123.85
	2016-00002544		04/13/2016	SERV FOR ACCT#928-467-2155	36.60
Check	05/16/2016	276951 Accounts Payable	TELECHECK SERVICES INC		90.00
	Invoice		Date	Description	Amount
	E620906572		05/05/2016	SERV FOR TELECHECK #20906572	90.00
Check	05/16/2016	276952 Accounts Payable	THE UNIVERSITY OF ARIZONA		300.00
	Invoice		Date	Description	Amount
	050616SALEHR		05/06/2016	RAHIL ABOU SALEH UA/NAWT SOIL & SITE EVAL	300.00
Check	05/16/2016	276953 Accounts Payable	THERMO FLUIDS INC		30.00
	Invoice		Date	Description	Amount
	70116120		04/25/2016	FILTER DRUM PICKUP ACCT#GI11595	30.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/16/2016	276954 Accounts Payable	TIOGA ENERGY, INC		5,248.02
	Invoice	Date	Description		Amount
	SLB-1534	04/30/2016	SERV FOR CENTRAL HEIGHTS		2,447.14
	SLB-1524	04/30/2016	SERV FOR GLOBE COURTHOUSE		2,800.88
Check	05/16/2016	276955 Accounts Payable	TODD , TRAVIS		100.00
	Invoice	Date	Description		Amount
	042816TODDT	04/28/2016	EE TRAVIS TODD APR TRAVEL REIMBURSEMENT		100.00
Check	05/16/2016	276956 Accounts Payable	TONTO BASIN PUBLIC LIBRARY		35,000.00
	Invoice	Date	Description		Amount
	050116TBA	05/01/2016	Library Service Agreement withTonto Basin Public Library		35,000.00
Check	05/16/2016	276957 Accounts Payable	TURNEY , CHARLES R		170.24
	Invoice	Date	Description		Amount
	042516TURNEYC	04/25/2016	EE CHARLES TURNEY APR TRAVEL REIMBURSEMENT		170.24
Check	05/16/2016	276958 Accounts Payable	UNIFIED SCREENING AND CRUSHING		1,315.15
	Invoice	Date	Description		Amount
	16040469	04/13/2016	MATERIAL TO RE-SCREEN GRIZZLEY SCREEN E-4		1,315.15
Check	05/16/2016	276959 Accounts Payable	UNIFIRST CORPORATION		249.10
	Invoice	Date	Description		Amount
	315-1639429	04/21/2016	Copper & Timber Shops Uniform delivery & cleaning serv		91.64
	3151641446	04/27/2016	Copper & Timber Shops Uniform delivery & cleaning serv		78.73
	3151646560	04/11/2016	Copper & Timber Shops Uniform delivery & cleaning serv		78.73
Check	05/16/2016	276960 Accounts Payable	UNIVERSAL POLICE SUPPLY CO		46.43
	Invoice	Date	Description		Amount
	191844	04/21/2016	UNIFORM BETH DAVIES ACCT#0011954		46.43
Check	05/16/2016	276961 Accounts Payable	US POSTAL SERVICE POSTAGE BY PHONE		2,557.00
	Invoice	Date	Description		Amount
	042216	04/22/2016	ACCT# 34504969		2,557.00
Check	05/16/2016	276962 Accounts Payable	WAIT , CHERYL		400.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 05/16/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	22882		05/03/2016	1109 W DRIFTWOOD HH#9835	400.00
Check	05/16/2016	276963 Accounts Payable		WASTE MATTERS INC	318.45
	Invoice		Date	Description	Amount
	160501658457		05/01/2016	4 YARD MONTHLY SERVICE PICKED UP 2X WEEKLY	128.70
	160501658526		05/01/2016	107 W FRONTIER & 610 E HWY 260	132.00
	160501629594		05/01/2016	3180 N OLD COUNTY ROAD- P.W. ROAD	57.75
Check	05/16/2016	276964 Accounts Payable		WORLD WEST LLC DBA PAYSON ROUNDUP	368.29
	Invoice		Date	Description	Amount
	050516TREASURER		05/05/2016	ACCT#4876 TREASURER	70.67
	022916CR		02/29/2016	CUST#10015680 CREDIT MEMO	(156.85)
	10080659-660		03/31/2016	ELECTION ENGLISH & SPANISH CUST#10015680	454.47
Check	05/16/2016	276965 Accounts Payable		YOUNG PUBLIC LIBRARY	28,800.00
	Invoice		Date	Description	Amount
	050116YNG		05/01/2016	Library Service Agreement with Public Library	28,800.00
Check	05/16/2016	276966 Accounts Payable		Clerk of District Court Natrona County	14.00
	Invoice		Date	Description	Amount
	CR2016-161		04/25/2016	Dwayne Varga Case# 11660 + 11610	14.00
Check	05/16/2016	276967 Accounts Payable		WILDMAN , JENNIFER	127.60
	Invoice		Date	Description	Amount
	2016-00002508		05/03/2016	MILEAGE FOR AOC TRAINING SESSION	127.60
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 107		\$561,005.44
Checks:	107				\$561,005.44

[Handwritten Signature]
5-16-16

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	276007	04/04/2016	Voided	Other Void	05/10/2016	Accounts Payable	RAYMUS CHINO	105.00
Total Voided Transactions: 1								<u>105.00</u>
								\$105.00

5-10-16
[Signature]

****Gila County****

Void Payment - Reissue Check Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/10/2016

Original Type	Original Date	Original Number Source	Payee Name	EFT Bank/Account	Reissue Type	Reissue Number	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable							
Check	04/04/2016	276080 Accounts Payable	LAW OFFICE OF JOHN S.PERLMAN LLC		Check	276854	1,069.50
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 1				<u>\$1,069.50</u>
Checks:		1	\$1,069.50				

Handwritten signature
5-10-16

Payroll

No Payroll Activity

Credit Card Transaction Summary

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 05/16/2016 05:23:01 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '05/09/2016' AND '05/15/2016' 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
#25 LUCILLE'S SMOK	1	\$229.35		\$0.00	1	\$229.35
694 HILTON EL CONQUIST	1	\$124.86		\$0.00	1	\$124.86
ACAA	1	\$135.00		\$0.00	1	\$135.00
ACCUCUT, LLC	1	\$371.00		\$0.00	1	\$371.00
ACCUWEATHER INC	1	\$7.95		\$0.00	1	\$7.95
ACE HARDWARE	3	\$49.51		\$0.00	3	\$49.51
ACE HDWE.	14	\$926.00		\$0.00	14	\$926.00
AGRIMART	1	\$1,939.14		\$0.00	1	\$1,939.14
ALLEGNT*TRAVEL	1	\$253.36		\$0.00	1	\$253.36
ALLIANT GAS LLC #153	1	\$230.00		\$0.00	1	\$230.00
AMAZON MKTPLACE PMTS	7	\$1,393.74		\$0.00	7	\$1,393.74
AMAZON.COM	4	\$297.54		\$0.00	4	\$297.54
AMOMA.COM HOTELBOOKING	1	\$69.00		\$0.00	1	\$69.00
ARIZONA PUBLICSRVEZPAY	3	\$1,153.14		\$0.00	3	\$1,153.14
ASU SUN DEVIL ATHLETIC	1	\$60.00		\$0.00	1	\$60.00
AUTOZONE #2713	1	\$60.41		\$0.00	1	\$60.41
BASHAS' #054	1	\$40.88		\$0.00	1	\$40.88
BASHAS' #078	1	\$2.46		\$0.00	1	\$2.46
BASHAS' #121	1	\$31.20		\$0.00	1	\$31.20
BELL FORD INC	5	\$353.76		\$0.00	5	\$353.76
BEST WESTERN SUNRISE I	1	\$122.13		\$0.00	1	\$122.13
BINGHAM EQUIPMENT C	1	\$64.85		\$0.00	1	\$64.85
BLUE WATER RESORT HOTE	1	\$171.60		\$0.00	1	\$171.60
BRIDES AUTO CENTER LLC	1	\$50.00		\$0.00	1	\$50.00

Transaction Summary by Parent Merchant

US90037

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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
BROCK SUPPLY CO	2	\$153.24		\$0.00	2	\$153.24
BROCKERTS BATH BOUTIQU	1	\$28.49		\$0.00	1	\$28.49
CADCA ALEXANDRIA VA		\$0.00	1	(\$595.00)	1	(\$595.00)
CALIFORNIA CONTRACTORS	1	\$99.00		\$0.00	1	\$99.00
CASH WELLS FARGO C/A #	2	\$163.68		\$0.00	2	\$163.68
CDW GOVERNMENT		\$0.00	1	(\$435.99)	1	(\$435.99)
CHAPMAN AUTO CENTER	1	\$17.76		\$0.00	1	\$17.76
CHARM-TEX	2	\$513.40		\$0.00	2	\$513.40
CHEVRON 0208410	2	\$65.08		\$0.00	2	\$65.08
CMI INC	1	\$204.94		\$0.00	1	\$204.94
COBRE VALLEY MOTORS	3	\$681.25		\$0.00	3	\$681.25
COPPER COUNTRY NEWS	1	\$224.00		\$0.00	1	\$224.00
COPPER HILLS INN	1	\$110.03		\$0.00	1	\$110.03
CRACKER BARREL #655 PR	1	\$35.41		\$0.00	1	\$35.41
DEK AUTO PARTS LLC	12	\$655.68	2	(\$32.03)	14	\$623.65
DELL SALES & SERVICE	1	\$278.75		\$0.00	1	\$278.75
DENNY'S #6624	1	\$7.07		\$0.00	1	\$7.07
DMI* DELL K-12/GOVT	1	\$631.92		\$0.00	1	\$631.92
DRURY INNS	1	\$372.81		\$0.00	1	\$372.81
EMBASSY SUITES PHOENIX	1	\$630.40		\$0.00	1	\$630.40
EMPIRE INTERNET PARTS	6	\$1,174.19		\$0.00	6	\$1,174.19
EXPEDIA*1122015494587	1	\$961.13		\$0.00	1	\$961.13
FACTORYOUTLETSTORE.COM	1	\$318.00		\$0.00	1	\$318.00
FREDPRYOR CAREERTRACK	2	\$396.00		\$0.00	2	\$396.00

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 Transaction Summary by Parent Merchant

Transaction Summary by Parent Merchant

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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
FRYS-FOOD-DRG #099	2	\$73.32		\$0.00	2	\$73.32
FRYS-FOOD-DRG #109	2	\$36.44		\$0.00	2	\$36.44
GIANT #6634	2	\$66.08		\$0.00	2	\$66.08
GIANT CAR WASH #62	1	\$12.00		\$0.00	1	\$12.00
HOLIDAY INN EXPRESS	1	\$175.12		\$0.00	1	\$175.12
HYATT ALBUQUERQUE	1	\$468.39		\$0.00	1	\$468.39
ICC ONLINE TRAINING	1	\$69.00		\$0.00	1	\$69.00
IN *GLOVEDADDY.COM	2	\$745.35		\$0.00	2	\$745.35
IN *YMC ENTERPRISE LLC		\$0.00	1	(\$23.98)	1	(\$23.98)
INLAND KENWORTH INC #2	1	\$244.50		\$0.00	1	\$244.50
INO*INTELJUS.COM/SB	1	\$19.95		\$0.00	1	\$19.95
J&R FINE MEXICAN FOOD	1	\$43.87		\$0.00	1	\$43.87
JIFFY LUBE #1731	1	\$86.62		\$0.00	1	\$86.62
KFC C750043 05400437	1	\$8.64		\$0.00	1	\$8.64
M L AND H COMPUTER SER	1	\$32.56		\$0.00	1	\$32.56
MACKS AUTO SUPPLY GLOB	9	\$1,308.24		\$0.00	9	\$1,308.24
MAJESTIC MOUNTAIN INN	1	\$123.96		\$0.00	1	\$123.96
MARCANTI ELECTRIC INC	1	\$38.44		\$0.00	1	\$38.44
MAVERIK #445	1	\$29.71		\$0.00	1	\$29.71
MAZATZAL HOTEL	2	\$217.80		\$0.00	2	\$217.80
MCSPADDEN FORD	1	\$25.97		\$0.00	1	\$25.97
MERLE'S AUTO SUPPLY	4	\$135.98		\$0.00	4	\$135.98
MID STATE PIPE & SUPPL	1	\$16.67		\$0.00	1	\$16.67
OASIS PRINTING	1	\$1,270.35		\$0.00	1	\$1,270.35

Transaction Summary by Parent Merchant

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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
OFFICE DEPOT 1135	1	\$84.47		\$0.00	1	\$84.47
OFFICE DEPOT #1080	1	\$8.44		\$0.00	1	\$8.44
OFFICE DEPOT #2963	1	\$148.24		\$0.00	1	\$148.24
OFFICE DEPOT #5101	19	\$2,831.87	1	(\$66.75)	20	\$2,765.12
OFFICEMAX/OFFICE DEPOT	1	\$81.42		\$0.00	1	\$81.42
ORBITZ*14835362830	1	\$230.60		\$0.00	1	\$230.60
ORBITZ*14835966851	1	\$137.16		\$0.00	1	\$137.16
ORBITZ*14836153492	1	\$284.14	1	(\$284.14)	2	\$0.00
OREILLY AUTO 00028308	1	\$68.62		\$0.00	1	\$68.62
PALACE HEALTH MART	2	\$621.83		\$0.00	2	\$621.83
PAYPAL *2WAYRP LLC	1	\$150.99		\$0.00	1	\$150.99
PAYPAL *ECONOESTORE	1	\$14.99		\$0.00	1	\$14.99
PAYPAL *HERBORTAUCT	1	\$69.99		\$0.00	1	\$69.99
PAYPAL *LUSTRECALNA	1	\$388.00		\$0.00	1	\$388.00
PAYSON CARQUEST	12	\$700.93	2	(\$181.67)	14	\$519.26
PAYSON COMFORT INN	1	\$103.21		\$0.00	1	\$103.21
PAYSON PACKAGING	1	\$18.58		\$0.00	1	\$18.58
PAYSON TIRE AND AUTOMO	3	\$150.00		\$0.00	3	\$150.00
PINAL LUMBER	5	\$698.16		\$0.00	5	\$698.16
PINE COUNTRY ANIMAL CL	1	\$47.00		\$0.00	1	\$47.00
PITNEY BOWES*	1	\$28.00		\$0.00	1	\$28.00
PRESCOTT RESORT AND CO	2	\$451.88		\$0.00	2	\$451.88
PRINTING BY GEORGE	1	\$11.36		\$0.00	1	\$11.36
PROVANTAGE LLC	2	\$274.34		\$0.00	2	\$274.34

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Transaction Summary by Parent Merchant

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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
PTRPRESS	1	\$254.10		\$0.00	1	\$254.10
R D J SPECIALTIES	1	\$383.92		\$0.00	1	\$383.92
RR DONNELLEY	1	\$66.04		\$0.00	1	\$66.04
SAFARILAND, LLC	1	\$605.17		\$0.00	1	\$605.17
SAN CARLOS IRRGTN	1	\$400.00		\$0.00	1	\$400.00
SHELL OIL 57444841902	1	\$28.26		\$0.00	1	\$28.26
SHOPLET.COM	3	\$820.55		\$0.00	3	\$820.55
SNOWY RIVER MOTEL	1	\$136.11		\$0.00	1	\$136.11
SONIC DRIVE IN #4555	2	\$5.52		\$0.00	2	\$5.52
SQ *ARIZONA COMMUNI	1	\$165.00		\$0.00	1	\$165.00
STEVE COURY	1	\$21.72		\$0.00	1	\$21.72
SWGASPAYMENT/SPEEDPAY	2	\$716.00		\$0.00	2	\$716.00
THE GOLF CLUB AT CHAPA	1	\$44.99		\$0.00	1	\$44.99
THE HOME DEPOT #0422	1	\$35.29		\$0.00	1	\$35.29
TRACTOR SUPPLY CO #172	1	\$60.76		\$0.00	1	\$60.76
TRI TECH FORENSICS	1	\$226.20		\$0.00	1	\$226.20
ULINE *SHIP SUPPLIES	1	\$148.43		\$0.00	1	\$148.43
USHIP.COM	1	\$858.37		\$0.00	1	\$858.37
USPS 03351502733802026	1	\$12.45		\$0.00	1	\$12.45
USPS 03617904733803438	2	\$100.68		\$0.00	2	\$100.68
VP PAYSON WATER CO IN	1	\$100.00		\$0.00	1	\$100.00
WAL-MART #1334	1	\$40.73		\$0.00	1	\$40.73
WAL-MART #1369	1	\$58.71		\$0.00	1	\$58.71
WAL-MART #1646	1	\$226.63		\$0.00	1	\$226.63

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 05/16/2016 05:23:01 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '05/09/2016' AND '05/15/2016' 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
WAL-MART #4355	1	\$30.00		\$0.00	1	\$30.00
WALGREENS #6533	1	\$11.95		\$0.00	1	\$11.95
WAYFAIR*ALLMODERN	1	\$118.50		\$0.00	1	\$118.50
WILDFLOWER BREAD 07Q73	1	\$32.44		\$0.00	1	\$32.44
WIST SUPPLY EQUIPMENT	10	\$1,126.42		\$0.00	10	\$1,126.42
WM SUPERCENTER #1334	6	\$498.43		\$0.00	6	\$498.43
WM SUPERCENTER #3833	1	\$161.97		\$0.00	1	\$161.97
WORLDWEST ADVERTISING	1	\$260.70		\$0.00	1	\$260.70
WORLDWEST NEWSPAPERS	1	\$78.28		\$0.00	1	\$78.28
WWW.BLUEBERRYBRANDS CC	1	\$63.50		\$0.00	1	\$63.50
WWW.STREETDRUGS.ORG	1	\$177.00		\$0.00	1	\$177.00
ZEP SALES AND SERVICE	1	\$342.65		\$0.00	1	\$342.65
Grand Total:	255	\$37,129.76	9	(\$1,619.56)	264 Transaction(s)	\$35,510.20

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Transaction Summary by Parent Merchant

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Reviewed
5-16-16
DW



Gila County, Arizona

Weekly Expenditure Report
(2 May – 8 May 2016)

Gila County Finance Department

Gila County Finance Department
Weekly Expenditure Report
(2 May - 8 May 2016)

Accounts Payable Expenditures

AP Expenditure Type	Payee/Description	Amount	Comment
Special Check Run	United States Postal Service	\$ 5,000.00	Batch Date 5/2/16
Special Check Run	Gila County Rodeo Committee	\$ 10,000.00	Batch Date 5/5/16
Special Check Run	Mikes Custom Auto Body & Sales	\$ 1,143.14	Batch Date 5/5/16
Regular Weekly AP Check Run	Various Payees - 126 Checks	\$ 984,031.43	Batch Date 5/9/16

\$ -

Gross AP Expenditures: \$ 1,000,174.57

Void - Check #	\$ -
Void - Check #	\$ -
Void - Check #	\$ -
Void - Check #	\$ -

Less Voided Payments: \$ -

Net AP Expenditures: \$ 1,000,174.57

AP Reference Only	Payee/Description	Amount	Comment
Void #274086/ Reissue #276693	Quality Pumping LLC	\$ 179.64	Lost in Mail
Void #/ Reissue #		\$ -	
Void #/ Reissue #		\$ -	

Payroll Expenditures

Payroll Expenditure Type	Payee/Description	Amount	Comment
Regular Payroll	Direct Deposit Payments	\$ 551,260.77	
Regular Payroll	Paper Checks	\$ 29,718.47	
Employer Taxes	Social Security and Medicare	\$ 65,851.50	
Withholdings / Deductions	Employee Withholdings / Deductions	\$ 324,040.26	
Benefits	Retirement, Health Insurance, etc.	\$ 301,882.12	

Sub-total Payroll Expenditures: \$ 1,272,753.12

Payroll - Hand Issue	\$ -
Payroll - Hand Issue	\$ -
Employer Taxes	\$ -
Withholdings / Deductions	\$ -
Benefits	\$ -

Sub-total Hand Issue Payroll Expenditures: \$ -

Total Payroll Expenditures: \$ 1,272,753.12

Payroll Reference Only	Payee/Description	Amount	Comment
Void #276695	JP Morgan ACH	\$ 551,260.77	Electronic Transaction

Summary of Expenditures

Net Accounts Payable Expenditures:	\$ 1,000,174.57
Total Payroll Expenditures:	\$ 1,272,753.12
Total Accounts Payable & Payroll Expenditures:	\$ 2,272,927.69

Credit Card Charges

Transaction	Merchant	Amount	Comment
299 Transactions 2 May - 8 May 2016	Various Merchants	\$ 41,317.73	Payment Due: June 2016



Accounts Payable

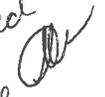
*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	05/02/2016	276694 Accounts Payable	UNITED STATES POSTAL SERVICE POSTMASTER		5,000.00
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>	<u>Amount</u>
	050216		05/02/2016	STATE SPECIAL ELECTION RECORDER	5,000.00
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 1		<u>\$5,000.00</u>
Checks:		1	\$5,000.00		

Reviewed
5/2/16 

*****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	05/05/2016	276725

Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice Date	Due Date	Invoice Net Amount
201_140 Finance Department, System Generated						
	13792 - GILA COUNTY RODEO COMMITTEE	05032016	Grant to Committee 2016 Copper Dust Rodeo	05/03/2016	05/05/2016	10,000.00
Total Selected Invoices: 1						\$10,000.00

*Reviewed
5/8/16
AW*

*****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	05/05/2016	276726

Selected Invoices	Vendor	Invoice Number	Invoice Description	Invoice		Invoice Net Amount
				Date	Due Date	
201_140 Finance Department, System Generated						
	15465 - MIKES CUSTOM AUTO BODY AND SALES INC	1467	Repair Vehicle B-167 Unit	04/29/2016	05/14/2016	1,143.14
Total Selected Invoices: 1						<u>\$1,143.14</u>

Reviewed 5/5/16


Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	05/09/2016	276727 Accounts Payable	ADVANCED CONTROLS CORPORATION		1,878.17
	Invoice	Date	Description		Amount
	14-4431-3	04/01/2016	Fire Alarm Panels System Monitoring		1,633.17
	16-8418-3	04/14/2016	Fire Alarm Panels System Monitoring		245.00
Check	05/09/2016	276728 Accounts Payable	ALLIANT GAS LLC		100.00
	Invoice	Date	Description		Amount
	22876	04/21/2016	ACCT#000419200 HH#5804		100.00
Check	05/09/2016	276729 Accounts Payable	ALPHA TECH PET INC		685.28
	Invoice	Date	Description		Amount
	31592	03/30/2016	KennelSol for Animal Shelter		685.28
Check	05/09/2016	276730 Accounts Payable	AMERIPRIDE LINEN AND APPAREL SERVICES		50.88
	Invoice	Date	Description		Amount
	1700551037	04/19/2016	Floor mat service at PW Administration Building		50.88
Check	05/09/2016	276731 Accounts Payable	ARIZONA COMMUNITY ACTION ASSOCIATION		120.00
	Invoice	Date	Description		Amount
	1487	05/03/2016	TROY BECKER, ESTELLE BELARDE & CHARLENE BECKER HAND IN HEART		120.00
Check	05/09/2016	276732 Accounts Payable	ARIZONA LOCAL GOVERNMENT EMPLOYEE BENEFIT TRUST		413,838.40
	Invoice	Date	Description		Amount
	042216	04/20/2016	MAY MEDICAL/DENTAL/VISION PREMIUMS GROUP #S2696		413,838.40
Check	05/09/2016	276733 Accounts Payable	ARIZONA POLICE PSYCHOLOGY PLLC		750.00
	Invoice	Date	Description		Amount
	160059	04/06/2016	G LAGUNAS FITNESS FOR DUTY EXAM		750.00
Check	05/09/2016	276734 Accounts Payable	ARIZONA PUBLIC HEALTH ASSOCIATION		2,500.00
	Invoice	Date	Description		Amount
	01820	11/14/2015	AZPHA Annual Member Renewal		2,500.00

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/09/2016	276735 Accounts Payable	ARIZONA PUBLIC SERVICE		505.00
	Invoice		Description		Amount
	22879	04/25/2016	ACCT#687448284 HH#5795		220.00
	22877	04/21/2016	ACCT#271034285 HH#5804		285.00
Check	05/09/2016	276736 Accounts Payable	ARIZONA STATE PRISON GLOBE		586.00
	Invoice		Description		Amount
	B1910820160414	04/19/2016	Facilities Mgmt/Inmate Labor		236.00
	B1910920160414	04/19/2016	Landfill Inmante Labor.		160.00
	B1911020160414	04/19/2016	Roads Dept/Inmate Labor		190.00
Check	05/09/2016	276737 Accounts Payable	ARIZONA SUPREME COURT		250.00
	Invoice		Description		Amount
	ESD-2015-0475	04/29/2016	DOROTHY LITTLE 2016JUDICIAL CONFERNECE		250.00
Check	05/09/2016	276738 Accounts Payable	ATWELL LLC		1,237.00
	Invoice		Description		Amount
	0184970	04/20/2016	Professional Consulting Service for Landfills		1,237.00
Check	05/09/2016	276739 Accounts Payable	AZTEC ALARMS		144.00
	Invoice		Description		Amount
	16234	04/17/2016	Monitor Various Alarm Systems For Northern Gila County		72.00
	16294	04/19/2016	Monitor Various Alarm Systems For Northern Gila County		72.00
Check	05/09/2016	276740 Accounts Payable	BELL , DAVID		3,122.00
	Invoice		Description		Amount
	GILABELLMAY2016	05/02/2016	Legal Services for Indigent Citizens		3,122.00
Check	05/09/2016	276741 Accounts Payable	BOYS AND GIRLS CLUB OF THE EAST VALLEY GLOBE		5,000.00
	Invoice		Description		Amount
	042816BGC	04/28/2016	DISTRICT 3 CONTRIB BOYS & GIRLS CLUB OF EAST VALLEY-GLOBE		5,000.00
Check	05/09/2016	276742 Accounts Payable	BRADWAY , DEBORAH A		35.00
	Invoice		Description		Amount
	04052016	04/05/2016	Travel REimburement 040316-040516		35.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/09/2016	276743 Accounts Payable	Bridges , James R		105.00
	Invoice	Date	Description		Amount
		032516BRIDGESJ	03/25/2016	ELECTION WORKER	105.00
Check	05/09/2016	276744 Accounts Payable	BULMAN FAMILY FUNERAL HOMES INC		550.00
	Invoice	Date	Description		Amount
		04282016-Kraft	04/28/2016	Autopsy Srvs for Kraft	550.00
Check	05/09/2016	276745 Accounts Payable	BUSH HOLDING COMPANY INC		194.74
	Invoice	Date	Description		Amount
		911661	04/18/2016	RTA:OAC 48" Corner Desk	194.74
Check	05/09/2016	276746 Accounts Payable	BYRUM , SUSAN		750.00
	Invoice	Date	Description		Amount
		42916	04/29/2016	Per Diem Srv 0426-0429	750.00
Check	05/09/2016	276747 Accounts Payable	CABLE ONE		398.65
	Invoice	Date	Description		Amount
		041616-105921514	04/16/2016	Acct. No. 105921514	398.65
Check	05/09/2016	276748 Accounts Payable	CANYON STATE OIL		3,221.67
	Invoice	Date	Description		Amount
		580904R-DM	04/25/2016	FUel @ Star Valley	3,221.67
Check	05/09/2016	276749 Accounts Payable	CAPLUCK INC		8,300.00
	Invoice	Date	Description		Amount
		3792	04/01/2016	Data Management annual subscription	8,300.00
Check	05/09/2016	276750 Accounts Payable	CENTURYLINK		651.49
	Invoice	Date	Description		Amount
		9284021870041016	04/10/2016	Serv for 928-402-1870	330.12
		9284028089041016	04/10/2016	SERV FOR SHERIFFS	288.55
		9284723024041016	04/10/2016	SERV FOR SHERIFFS	32.82
Check	05/09/2016	276751 Accounts Payable	CENTURYLINK BUSINESS SERVICES		2,733.19
	Invoice	Date	Description		Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		1372968070	04/15/2016	Serv for Act#82505835	
Check	05/09/2016	276752 Accounts Payable	CERTIFIED BICYCLE		2,733.19
		Invoice	Date	Description	Amount
		04222016	04/22/2016	Bike Parts	660.47
Check	05/09/2016	276753 Accounts Payable	CHAPMAN , MARGARITA G		660.47
		Invoice	Date	Description	Amount
		04082016	04/08/2016	Travel REimbursement 040716-040816	116.44
Check	05/09/2016	276754 Accounts Payable	CHRISTOPHER CREEK COMMUNITY BIBLE FELLOWSHIP CHURC		116.44
		Invoice	Date	Description	Amount
		03222016	03/22/2016	Facility Use for Eleciton	75.00
Check	05/09/2016	276755 Accounts Payable	COBRE VALLEY CENTER FOR THE ARTS		75.00
		Invoice	Date	Description	Amount
		042116CVCA	04/21/2016	DISTRICT 3 DONATION CBCA 2016 ARTS SUMMER MUSICAL THEATRE	500.00
Check	05/09/2016	276756 Accounts Payable	CREDIT CARD REVOLVING FUND		500.00
		Invoice	Date	Description	Amount
		042616WISDOME	04/01/2016	EDDIE WISDOM APR STMT FOR MAR CHGS	413.13
		042616RUIZN	04/01/2016	NINA RUIZ APR STMT FOR MAR CHGS	667.42
		042616PADGETTP	04/01/2016	PENNI PADGETT APR STMT FOR MAR CHGS	1,368.03
		04012016Baer	04/01/2016	March CHrgs APRil Stmt Jeff Baer	317.66
		03012016DuarteC	03/01/2016	Feb Chrgs March Stmt Christine Duarte	895.12
		04012016Eylicio	04/01/2016	March CHrgs April Stmt Gabe Eylicio	596.92
		04012016Fane	04/01/2016	March Chrgs April Stmt Joann Fane	877.29
		04012016Feezor	04/01/2016	March CHrgs April Stmt Kevin Feezor	6.24
		04012016Jennings	04/01/2016	March CHrgs April Stmt Bryan Jennings	5.59
		04012016Hale	04/01/2016	March Chrgs April Stmt Kathy Hale	42.68
		04012016Holmes	04/01/2016	March Chrgs April Stmt	25.75
		04012016JohnsonM	04/01/2016	March Chrs April Stmt Mike Johnson	250.00
		04012016Bradway	04/01/2016	March Chrgs April Stmt Deb Bradway	1,381.59
Check	05/09/2016	276757 Accounts Payable	CRM OF AMERICA LLC		5,923.53

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	AZ19724		04/16/2016	Tire Disposal Pass#15261	1,435.82
	AZ19729		04/18/2016	Tire Disposal Pass#15262	1,511.11
	AZ19702		03/14/2016	Tire Disposal Pass# 15184	1,501.23
	AZ19710		04/15/2016	Tire Disposal Pass# 15185	1,475.37
Check	05/09/2016	276758 Accounts Payable		DATABANK IMX LLC	597.00
	Invoice		Date	Description	Amount
	101574		04/19/2016	Electronic File Transfer & Bank Interface Maintenance Renewal	597.00
Check	05/09/2016	276759 Accounts Payable		DELL MARKETING LP	2,005.50
	Invoice		Date	Description	Amount
	XJX5NCJ86		04/17/2016	Optiplex 9020	2,005.50
Check	05/09/2016	276760 Accounts Payable		DJ'S COMPANIES INC	175.93
	Invoice		Date	Description	Amount
	16-895		04/19/2016	Portable Toilet Service-Copper Admin Building Construction	175.93
Check	05/09/2016	276761 Accounts Payable		DUTCHAIRE LLC	5,261.00
	Invoice		Date	Description	Amount
	885573		05/03/2016	Evap Cooler - HH# 2700	200.00
	885569		05/01/2016	HH# 9380 Install 5500 Evap Cooler	4,236.00
	885568		05/01/2016	HH# 4162 Install Window Air	825.00
Check	05/09/2016	276762 Accounts Payable		EARTH MOVER TIRE SALES INC	990.95
	Invoice		Date	Description	Amount
	70180		04/18/2016	Copper Roads heavy equipment tires	990.95
Check	05/09/2016	276763 Accounts Payable		EARTHQUEST PLUMBING INC	2,874.24
	Invoice		Date	Description	Amount
	490184		05/03/2016	Repair Water HH# 10698	2,874.24
Check	05/09/2016	276764 Accounts Payable		EKMAN , JOHN K	300.00
	Invoice		Date	Description	Amount
	042016		05/03/2016	Jail Medical Psychiatrist	300.00
Check	05/09/2016	276765 Accounts Payable		FABOK , GLINDA S	591.30

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	823		04/28/2016	Grand Jury 04262016	591.30
Check	05/09/2016	276766 Accounts Payable	FEDEX		6.97
	Invoice		Date	Description	Amount
	5-399-30860		04/28/2016	Shipping Through 04282016	6.97
Check	05/09/2016	276767 Accounts Payable	FICKEL , DEBBIE S		35.00
	Invoice		Date	Description	Amount
	04062016		04/06/2016	Travel Reimbursement 040416-040616	35.00
Check	05/09/2016	276768 Accounts Payable	FIRST BOOK		70.20
	Invoice		Date	Description	Amount
	685-89094		04/26/2016	Books	70.20
Check	05/09/2016	276769 Accounts Payable	FISCHIONE , MARK A		15,660.00
	Invoice		Date	Description	Amount
	May2016		05/01/2016	Medical Examiner Services	15,660.00
Check	05/09/2016	276770 Accounts Payable	FLORES & CLARK LLC		7,425.00
	Invoice		Date	Description	Amount
	22		04/10/2016	Mediation Contract Srv March - April 2016	7,425.00
Check	05/09/2016	276771 Accounts Payable	FOUNTAIN HILLS LAW FIRM		1,654.00
	Invoice		Date	Description	Amount
	1748		05/01/2016	Legal Services for Indigent Citizens	1,654.00
Check	05/09/2016	276772 Accounts Payable	FREEMAN , MICHAEL		6,454.00
	Invoice		Date	Description	Amount
	April2016		04/30/2016	Legal Service for Indigent Citizens	6,454.00
Check	05/09/2016	276773 Accounts Payable	GEISER , RAYMOND		11,820.25
	Invoice		Date	Description	Amount
	2016-05		04/29/2016	Legal Services for Indigent Citizens	11,820.25
Check	05/09/2016	276774 Accounts Payable	GILA COUNTY TREASURER		3,082.41

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	05022016		05/02/2016	Reimbursement for Jurors	3,082.41
Check	05/09/2016	276775 Accounts Payable		GILA LOCKSMITHING	10.31
	Invoice		Date	Description	Amount
	17944		04/28/2016	4 Duplicate Keys	10.31
Check	05/09/2016	276776 Accounts Payable		GISELA VALLEY COMMUNITY CENTER	75.00
	Invoice		Date	Description	Amount
	03222016		03/22/2016	Facility Use for Election	75.00
Check	05/09/2016	276777 Accounts Payable		GLOBALSTAR USA LLC	346.44
	Invoice		Date	Description	Amount
	17270489		04/16/2016	Phones for Act# 110013826	346.44
Check	05/09/2016	276778 Accounts Payable		GPM LLC	464.27
	Invoice		Date	Description	Amount
	410		04/19/2016	Accounts Payables Warrants	464.27
Check	05/09/2016	276779 Accounts Payable		HAWKINS , BEVERLY	16.73
	Invoice		Date	Description	Amount
	05022016		05/02/2016	Reimbursement for election office supplies	16.73
Check	05/09/2016	276780 Accounts Payable		HAYDEN-WNKELMAN SCHOOL DISTRICT	1,500.00
	Invoice		Date	Description	Amount
	032316HWUSD		03/23/2016	DISTRICT 3 CONTRIB SENIOR SCHOLARSHIP OF HAYDEN HIGH SCHOOL	1,500.00
Check	05/09/2016	276781 Accounts Payable		HAYDEN-WNKELMAN SCHOOL DISTRICT	75.00
	Invoice		Date	Description	Amount
	03222016		03/22/2016	Facility Use for Election	75.00
Check	05/09/2016	276782 Accounts Payable		HAYES ENTERPRISES	3,797.92
	Invoice		Date	Description	Amount
	28		05/02/2016	Medical Director Services-Sheriff's Office	3,797.92

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/09/2016	276783 Accounts Payable	HEPLER , CHERI A		190.14
	Invoice	Date	Description		Amount
	04222016	04/22/2016	Reimbursement for 2 nights in Prescott for Conference		190.14
Check	05/09/2016	276784 Accounts Payable	INTERSTATE ELECTRONICS		920.86
	Invoice	Date	Description		Amount
	106732	04/26/2016	BizHub 454e Payson Clerk of the Superior Court		600.00
	9443	03/31/2016	BizHub C454 Globe Superior Court		320.86
Check	05/09/2016	276785 Accounts Payable	JANI SERV INC		4,824.15
	Invoice	Date	Description		Amount
	16-108B	04/07/2016	Janitorial Service for Northern Gila County		1,696.46
	16-106B	04/30/2016	Janitorial for Southern Gila County		3,127.69
Check	05/09/2016	276786 Accounts Payable	JCG TECHNOLOGIES		534.36
	Invoice	Date	Description		Amount
	5241-Revised	05/01/2016	Annual Liberty Licence Spt		534.36
Check	05/09/2016	276787 Accounts Payable	KAUFMAN , MARK A		22.50
	Invoice	Date	Description		Amount
	04082016	04/08/2016	Travel REimbursement 040716-040816		22.50
Check	05/09/2016	276788 Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A. INC		80.59
	Invoice	Date	Description		Amount
	239249776	04/16/2016	BizHub 501 Community Services		68.41
	239315139	04/22/2016	BizHub 282 Payson Courthouse		12.18
Check	05/09/2016	276789 Accounts Payable	KS STATEBANK		267.25
	Invoice	Date	Description		Amount
	Pyt#20-3347349	04/29/2016	BizHub C554e Payson Sheriff's Record Office		267.25
Check	05/09/2016	276790 Accounts Payable	KS STATEBANK		247.12
	Invoice	Date	Description		Amount
	Pyt#20-3347357	04/29/2016	BizHub C224e Globe/Payson Task Force		247.12
Check	05/09/2016	276791 Accounts Payable	KS STATEBANK		246.81

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
		Pyt#32-3345816	04/29/2016	BizHub C654e Payson Assessor's Office	246.81
Check	05/09/2016	276792 Accounts Payable		LANGUAGE LINE SERVICES, INC.	81.48
	Invoice		Date	Description	Amount
		3802621	03/31/2016	Interpretation Srvs	81.48
Check	05/09/2016	276793 Accounts Payable		LAW OFFICE OF JONATHAN L WARSHAW PLCC	6,955.00
	Invoice		Date	Description	Amount
		5-1-16	05/01/2016	Legal Services for Indigent Citizens	6,955.00
Check	05/09/2016	276794 Accounts Payable		LBISAT LLC	144.00
	Invoice		Date	Description	Amount
		31713	05/01/2016	Satellite Service for the Gila Monster	144.00
Check	05/09/2016	276795 Accounts Payable		LINDA GOSS DBA GLOBE MIAMI TIMES	633.00
	Invoice		Date	Description	Amount
		1819	04/14/2016	Quarterly Fee Web Column Library	633.00
Check	05/09/2016	276796 Accounts Payable		LIVING DIRECT INC	899.00
	Invoice		Date	Description	Amount
		PO3628440101	04/16/2016	EdgeStar 4.3 Cu.Ft. Medical Refrigrerator - RP400MED	899.00
Check	05/09/2016	276797 Accounts Payable		MAURNEZ APARTMENTS	117.00
	Invoice		Date	Description	Amount
		22857	04/04/2016	Deposit @ #24 HH# 7087	117.00
Check	05/09/2016	276798 Accounts Payable		MESA OIL INC	150.00
	Invoice		Date	Description	Amount
		0852207	03/11/2016	Recycling of Oil	150.00
Check	05/09/2016	276799 Accounts Payable		MODULAR SOLUTIONS LTD	18,410.85
	Invoice		Date	Description	Amount
		050216GC	05/02/2016	Prefabricated Structures and Outdoor Smoking Shelters	18,410.85
Check	05/09/2016	276800 Accounts Payable		MOORE , JERRY M	22.50

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	04082016		04/08/2016	Travel REimburement 040716-040816	22.50
Check	05/09/2016	276801	Accounts Payable	NACCHO	1,380.00
	Invoice		Date	Description	Amount
	04182016		04/18/2016	Registration - Michael ODriscoll Conference 2016	460.00
	04202016		04/20/2016	Josh Beck Annual COnference	460.00
	042916-Scales		04/29/2016	2016 Conference Membership - Ginnie Scales	460.00
Check	05/09/2016	276802	Accounts Payable	NALWOODI DENZHONE STRENGTH AND BEAUTY	5,000.00
	Invoice		Date	Description	Amount
	042016NDSBC		04/20/2016	DISTRICT 3 CONTRIB NDSBC FOR THE LIFE CENTER	5,000.00
Check	05/09/2016	276803	Accounts Payable	NEAL H OLSHAN PhD PLLC	500.00
	Invoice		Date	Description	Amount
	04182016		04/18/2016	Rule 11 Eval. CR201400133	500.00
Check	05/09/2016	276804	Accounts Payable	NEWMAN TRAFFIC SIGNS	4,859.71
	Invoice		Date	Description	Amount
	TI-0296582		04/11/2016	Sign Blank supplies	2,492.50
	TI-0296954		04/20/2016	Freight- Box returned in Error	70.71
	TI-0297152		04/26/2016	Sign Blank supplies	2,296.50
Check	05/09/2016	276805	Accounts Payable	NORTH MECHANICAL LLC	75.00
	Invoice		Date	Description	Amount
	18015		08/10/2015	Diagnostic Payson Portable Comm. Trailer	75.00
Check	05/09/2016	276806	Accounts Payable	OFFICE DEPOT	1,072.59
	Invoice		Date	Description	Amount
	829144841001		04/14/2016	PHEP Conference room/Office furniture	1,072.59
Check	05/09/2016	276807	Accounts Payable	OLD MAIN STORAGE	90.59
	Invoice		Date	Description	Amount
	4203810		04/23/2016	Rent Unit 22	90.59
Check	05/09/2016	276808	Accounts Payable	OLSON , CHERYL	105.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	032516OLSONC		03/25/2016	ELECTION WORKER	
Check	05/09/2016	276809 Accounts Payable		ONLINE COMPUTER LIBRARY CENTER, INC	105.00 5.51
	Invoice		Date	Description	Amount
	455227		03/31/2016	Group Srvc Monthly Access	5.51
Check	05/09/2016	276810 Accounts Payable		PALO VERDE BEHAVIORIAL HEALTH	7,710.00
	Invoice		Date	Description	Amount
	022316		02/23/2016	DAVID WEIMER ACCT#10029950010S2C8057	1,260.00
	081414		08/14/2014	AMBER DAVIS ACCT#10008060013S1C8507	6,450.00
Check	05/09/2016	276811 Accounts Payable		PAYSON RODEO COMMITTEE	350.00
	Invoice		Date	Description	Amount
	5549		04/14/2016	SAY NO TO DRUGS MESSAGE FLAG SPONSORSHIP PRC	350.00
Check	05/09/2016	276812 Accounts Payable		PAYSON WATER DEPT	746.62
	Invoice		Date	Description	Amount
	04191600120230		04/19/2016	ACCT#00120230 110 WEST MAIN STREET	33.08
	04191600121265		04/19/2016	SERV FOR ACCT#00121265	33.09
	04191600121262		04/19/2016	SERV FOR ACCT#00121262	143.49
	04191600110110		04/19/2016	SERV FOR ACCT#00110110	33.08
	04191600120293		04/19/2016	SERV FOR ACCT#00120293	57.14
	04191600121270		04/19/2016	SERV FOR ACCT#00121270	190.81
	04191600202826		04/28/2016	SERV FOR ACCT#00101825 GREEN VALLEY PARKWAY	40.70
	04281600009058		04/28/2016	SERV FOR ACCT#00009058	33.08
	04211600009057		04/21/2016	SERV FOR ACCT#00009057	92.15
	22875		04/21/2016	ACCT#00001189 HH#5804	90.00
Check	05/09/2016	276813 Accounts Payable		PINAL MOUNTAIN ELKS LODGE #2809	150.00
	Invoice		Date	Description	Amount
	032216PMEL		03/22/2016	POLLING PLACE	150.00
Check	05/09/2016	276814 Accounts Payable		PLEASANT VALLEY COMMUNITY COUNCIL	75.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	032216PVCC		03/22/2016	POLLING PLACE	75.00
Check	05/09/2016	276815 Accounts Payable		PONTEL, LARRY B	192.48
	Invoice		Date	Description	Amount
	042716PONTELL		04/27/2016	EE LARRY PONTEL APR TRAVEL REIMBURSEMENT	192.48
Check	05/09/2016	276816 Accounts Payable		PRATER, NOREEN A	150.00
	Invoice		Date	Description	Amount
	050316		05/03/2016	APRIL 2016 PSPRS SUBSIDY	150.00
Check	05/09/2016	276817 Accounts Payable		PRINTING BY GEORGE	231.42
	Invoice		Date	Description	Amount
	P6122		04/15/2016	#10 STANDARD ENVELOPE BLACK PRINT	231.42
Check	05/09/2016	276818 Accounts Payable		PUEBLO MECHANICAL AND CONTROLS INC	426.61
	Invoice		Date	Description	Amount
	27293		04/20/2016	Gila County Jail Water Treatment	426.61
Check	05/09/2016	276819 Accounts Payable		R&M REPEATERS LLC	1,109.65
	Invoice		Date	Description	Amount
	17426		05/01/2016	Diamond Point Mtn.	169.57
	17449		05/01/2016	Floodplain Tower Space Lease on Diamond Point	175.88
	17427		05/01/2016	Diamond Point Mountain Radio Equipment	764.20
Check	05/09/2016	276820 Accounts Payable		RICOH USA INC	64.01
	Invoice		Date	Description	Amount
	5041697859		04/22/2016	MPC2003/Auto/Shop/Color-MPC2003/Auto/Shop/B&W	64.01
Check	05/09/2016	276821 Accounts Payable		RIGHT AWAY DISPOSAL	200.00
	Invoice		Date	Description	Amount
	0001259196		05/01/2016	GILA COUTY JAIL	200.00
Check	05/09/2016	276822 Accounts Payable		RIM COMMUNICATIONS	1,140.60
	Invoice		Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	5-2016		05/01/2016	Site Lease/Five Mile Radio Equipment	1,140.60
Check	05/09/2016	276823 Accounts Payable	RODRIGUEZ CONSTRUCTIONS INC		13,627.50
	Invoice		Date	Description	Amount
	3399		05/02/2016	Weatherization Project HH#2454	6,410.00
	3400		05/02/2016	Weatherization Project HH#10659	7,217.50
Check	05/09/2016	276824 Accounts Payable	ROOSEVELT BAPTIST CHURCH		75.00
	Invoice		Date	Description	Amount
	032216RBC		03/22/2016	POLLING PLACE	75.00
Check	05/09/2016	276825 Accounts Payable	SAN CARLOS APACHE TRIBE		2,500.00
	Invoice		Date	Description	Amount
	050116SCAT		05/01/2016	DISTRICT 3 CONTRIB SCAT ANNOUNCER BOOTH BELVADO BASEBALLPARK	2,500.00
Check	05/09/2016	276826 Accounts Payable	SAN CARLOS UNIFIED SCHOOL DISTRICT		75.00
	Invoice		Date	Description	Amount
	032216SCUSD		03/22/2016	POLLING PLACE	75.00
Check	05/09/2016	276827 Accounts Payable	SAN DIEGO POLICE EQUIPMENT		373.42
	Invoice		Date	Description	Amount
	622382		04/15/2016	SPEER GOLD DOT 40 S & W 180GR GDHP	373.42
Check	05/09/2016	276828 Accounts Payable	SCALES, GARY V		603.84
	Invoice		Date	Description	Amount
	042716SCALESG		04/27/2016	EE GARY SCALES APR TRAVEL REIMBURSEMENT	603.84
Check	05/09/2016	276829 Accounts Payable	SCATUI		433.96
	Invoice		Date	Description	Amount
	0501165523		05/01/2016	DSL for Internet Access ACCT#5523	433.96
Check	05/09/2016	276830 Accounts Payable	SD CRANE BUILDERS INC		289,160.89
	Invoice		Date	Description	Amount
	4		04/29/2016	Statewide General Contractor JOC R4	289,160.89
Check	05/09/2016	276831 Accounts Payable	SONORA BEHAVIORAL HEALTH HOSPITAL, LLC		1,260.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	2120203		03/09/2015	RAYMOND YBARRANDO ACCT#2120203	1,260.00
Check	05/09/2016	276832	Accounts Payable	SOUTHWEST GAS	2,601.87
	Invoice		Date	Description	Amount
	0425164610084147		04/25/2016	SERV FOR ACCT#461-0084147-021	2,255.25
	0425164610026693		04/25/2016	SERV FOR ACCT#461-0026693-022	71.45
	0425164610090218		04/25/2016	SERV FOR ACCT#461-0090218-023	39.06
	0425164611009883		04/25/2016	SERV FOR ACCT#461-1009883-001	52.36
	0425164611011246		04/25/2016	SERV FOR ACCT#461-1011246-002	183.75
Check	05/09/2016	276833	Accounts Payable	SPARKLETTS	1,637.50
	Invoice		Date	Description	Amount
	MARCH2016		04/14/2016	ANIMAL SHELTER	5.00
	MARCH2016-1		04/14/2016	BOARD OF SUPERVISORS	52.25
	MARCH2016-2		04/14/2016	CHILD SUPPORT	106.75
	MARCH2016-3		04/14/2016	COUNTY ATTORNEY	138.25
	MARCH2016-4		04/14/2016	ASSESSOR	79.25
	MARCH2016-5		04/14/2016	COUNTY CLERK	109.00
	MARCH2016-6		04/14/2016	COUNTY SCHOOLS	52.25
	MARCH2016-7		04/14/2016	COURT ADMINISTRATION	59.00
	MARCH2016-8		04/14/2016	ELECTION BOARD	37.00
	MARCH2016-9		04/14/2016	FINANCE	59.00
	MARCH2016-10		04/14/2016	HEALTH DEPT.	87.75
	MARCH2016-11		04/14/2016	JUVENILE DETENTION	74.25
	MARCH2016-12		04/14/2016	PROBATION	33.75
	MARCH2016-13		04/14/2016	PERSONNEL	38.75
	MARCH2016-14		04/14/2016	PUBLIC FIDUCIARY	52.25
	MARCH2016-15		04/14/2016	PUBLIC WORKS	47.25
	MARCH2016-16		04/14/2016	RE EMPLOYMENT	91.50
	MARCH2016-19		04/14/2016	Sheriff's Admin Office	462.00
	MARCH2016-20		04/14/2016	TREASURER	52.25
Check	05/09/2016	276834	Accounts Payable	STANDIFIRD , BARRY	9,582.05
	Invoice		Date	Description	Amount

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		BASAPRIL2016	04/27/2016	Legal Services for Indigent Citizens	
Check	05/09/2016	276835 Accounts Payable	STAR VALLEY SOUTHERN BAPTIST CHURCH		9,582.05
		Invoice	Date	Description	Amount
		032216SVSPC	03/22/2016	POLLING PLACE	75.00
Check	05/09/2016	276836 Accounts Payable	STATE OF ARIZONA (ADEQ)		34.69
		Invoice	Date	Description	Amount
		042016	04/20/2016	INTEREST FEES RUSSELL GULCH & BUCKHEAD MESA	34.69
Check	05/09/2016	276837 Accounts Payable	SUDDENLINK COMMUNICATIONS		929.02
		Invoice	Date	Description	Amount
		042416520525201	04/24/2016	Commercial Service Order & Agreement	844.07
		042416520452101	04/24/2016	SERVICE FOR #100001-3551-520452101	84.95
Check	05/09/2016	276838 Accounts Payable	TONTO BASIN CHAMBER OF COMMERCE		75.00
		Invoice	Date	Description	Amount
		032216TBCC	03/22/2016	POLLING PLACE	75.00
Check	05/09/2016	276839 Accounts Payable	TRINITY SERVICE GROUP INC		28,884.45
		Invoice	Date	Description	Amount
		3008600032	04/08/2016	Inmate Meals	2,272.11
		3008600033	04/08/2016	Inmate Meals	479.60
		3008600034	04/08/2016	Inmate Meals	26,132.74
Check	05/09/2016	276840 Accounts Payable	TYLER TECHNOLOGIES INC		825.00
		Invoice	Date	Description	Amount
		025-154561	04/10/2016	PURCHASING & PAYABLES CERT TRAINING	825.00
Check	05/09/2016	276841 Accounts Payable	UNIFIRST CORPORATION		365.16
		Invoice	Date	Description	Amount
		315-1636880	04/14/2016	Copper & Timber Shops Uniform delivery & cleaning serv	48.33
		3151638893	04/20/2016	Copper & Timber Shops Uniform delivery & cleaning serv	78.73
		3151636351	04/13/2016	Copper & Timber Shops Uniform delivery & cleaning serv	78.73
		3151633845	04/06/2016	Copper & Timber Shops Uniform delivery & cleaning serv	79.96

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		3151603966	01/13/2016	Copper & Timber Shops Uniform delivery & cleaning serv	79.41
Check	05/09/2016	276842 Accounts Payable	UNITED STATES POSTAL SERVICE POSTMASTER		7,000.00
	Invoice		Date	Description	Amount
		050616	05/09/2016	PERMIT POSTAGE #91 90 DAY NOTICES RECORDER	7,000.00
Check	05/09/2016	276843 Accounts Payable	UNIVERSAL POLICE SUPPLY CO		550.79
	Invoice		Date	Description	Amount
		191782	04/19/2016	UNIFORM JARED PEDEN ACCT#014721	550.79
Check	05/09/2016	276844 Accounts Payable	VERIZON WIRELESS		17,818.66
	Invoice		Date	Description	Amount
		9764261533	04/23/2016	ACCT#242008372-00001 LIBRARY DISTRICT	360.11
		9764251534	04/23/2016	ACCT#242008372-00002	40.01
		9764251535	04/23/2016	ACCT#242008372-00003	40.01
		9764251536	04/23/2016	ACCT#242008372-00005	40.01
		9764251537	04/23/2016	ACCT#242008372-00006	40.01
		9764251538	04/23/2016	ACCT#242008372-00007	40.03
		9764251539	04/23/2016	ACCT#242008372-00008	40.01
		9763168629	04/03/2016	SERV FOR ACCT#564075389-00001	17,218.47
Check	05/09/2016	276845 Accounts Payable	WEST PAYMENT CENTER		95.32
	Invoice		Date	Description	Amount
		833855943	04/04/2016	ACCT#10004017146 3/5/16-4/4/16	95.32
Check	05/09/2016	276846 Accounts Payable	WEXFORD HEALTH SOURCES		218.03
	Invoice		Date	Description	Amount
		IVC-7291	04/20/2016	RTC INMATES' MEDICATIONS	218.03
Check	05/09/2016	276847 Accounts Payable	WHITE , COLTEN P		283.48
	Invoice		Date	Description	Amount
		050316WHITE	05/03/2016	MARCH/APRIL 2016 PSPRS SUBSIDY	283.48
Check	05/09/2016	276848 Accounts Payable	WORLD WEST LLC DBA PAYSON ROUNDUP		1,286.00
	Invoice		Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/09/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	10683654	03/31/2016	CUST#10028128 LEGAL NOTICE		161.81
	040116	02/12/2016	CUST#10015680 PUBLIC NOTICE		102.99
	10688048-49	04/30/2016	Advertising and Marketing Agreement		1,021.20
Check	05/09/2016	276849 Accounts Payable	WRIGHT, TIMOTHY		387.82
	Invoice	Date	Description		Amount
	050316WRIGHTT	05/03/2016	EE TIMOTHY WRIGHT APR/MAY TRAVEL REIMBURSEMENT		387.82
Check	05/09/2016	276850 Accounts Payable	WYDEBEAM BROADBAND		49.99
	Invoice	Date	Description		Amount
	267797	05/02/2016	SERVICE FOR #480-964-4749 TONTO BASIN INTERNET		49.99
Check	05/09/2016	276851 Accounts Payable	YAVAPAI COUNTY		15,500.00
	Invoice	Date	Description		Amount
	MAR16RTC	04/15/2016	Restoration to Competency Program for GCSO Inmates		15,500.00
Check	05/09/2016	276852 Accounts Payable	PROMOS 911, INC.		221.84
	Invoice	Date	Description		Amount
	5853	04/18/2016	SAY NO TO DRUGS MESSAGE SILICONE BRACELETS		221.84
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 126		\$984,031.43
Checks:	126 ✓		\$984,031.43 ✓		

*****Gila County*****

Void Payment - Reissue Check Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Original Type	Original Date	Original Number Source	Payee Name	EFT Bank/Account	Reissue Type	Reissue Number	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable							
Check	12/14/2015	274086 Accounts Payable	QUALITY PUMPING LLC		Check	276693	179.64
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 1				<u>\$179.64</u>
Checks:		1	\$179.64				

Reviewed
5-2-16
[Signature]

Payroll



GILA COUNTY AZ

Pay Day Register Report

Pay Date Range 04/18/16 - 05/01/16

Pay Batch 220169

Pay Batch 220169 Total

Employees in Pay Batch 572

Female Employees in Pay Batch 317

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Base	Benefits	Amount
ADMINL - Admin Leave	80.0000	1,241.00	Gross	905,019.50	ASRS Altern Contr Rate	1,628.40
CALL - Call Out Pay	8.0000	146.56	Federal	74,858.28	Deputy's Alternate Contrib Rate	1,052.23
CALLOW - Clothing Allowance	.0000	2,400.32	FICA	53,369.90	Employer Provided	169,138.90
CASE PREP - Case Preparation	.0000	50.00	Medicare	12,481.60	Health Savings Acct	660.00
COMP PAYOUT - Comp Time	8.2550	187.67	State Tax	24,514.90	Retirement - AZ State	67,426.41
DF - Bereavement	62.0000	889.72	Buyback - AZ State Ret	1,119.95	Retirement - AZ State LTD	712.90
ECOMP - Earned Comp Time	45.0000	.00	Def Comp Pre-Tax - National	3,655.50	Retirement - Corp AOC	10,827.79
ECOMP 1.5 - Earned Comp Time	214.8500	.00	Def Comp Pre-Tax - Security Bft	1,205.00	Retirement - Corr Detention	7,193.96
ESCK - Earned Sick Time	1,615.5370	.00	Def Comp Pre-Tax- Met Life	240.00	Retirement - Corr Dispatcher	1,431.58
EVAC - Earned Vacation	2,296.0390	.00	Def Comp Pre-Tax-Waddell	987.50	Retirement - Corr Medical	666.91
GIFT CARD - Gift Card-Spotlight	.0000	15.00	Dental PPO	1,438.00	Retirement - Deputy	32,796.94
HALLOW - Housing Allowing	.0000	500.00	Dental Premium	1,389.35	Retirement - Elected Official	8,346.10
JPT - Judge Pro Temp Pay	.0000	590.81	Dues - Northern AZ Law Enf	240.00	Total	\$301,882.12
JUDG PRO TEMP - Temporary	84.0000	5,676.92	FSA-Full	914.46		
MILITARY W/O PAY - MILITARY	80.0000	.00	Garn - Chd Supp Clearinghouse	3,058.64	Direct Deposits	Amount
PREM - Premium - Overtime Pay	542.5000	17,226.03	Garn - Thunderbird Collection	202.59	*JP Morgan	60,579.89
REG - Regular - Hourly	37,475.1800	736,871.85	Garn - US Dept of Education	141.06	Alaska USA Federal credit Union	1,437.09
REG PT - Part-time - Hourly	523.1000	8,632.14	Garn-HRC/S.Hammerman	107.70	American Express Centurion Bank	869.85
RETRO - Retro (back) pay	.0000	213.41	Garnishment Delta Management	141.84	American United FCU	1,032.54
SAL - Salary	.0000	45,592.41	Garn-Midland Funding LLC	182.20	America's Christian Credit Union	80.00
TEMP - Temporary	677.5000	8,993.95	Health Savings Acct	1,570.16	Arizona Central Credit Union	100.00
UCOMP - Used Comp Time	372.7950	6,541.69	High Deductible Hlth Plan	1,103.00	Arizona Federal Credit Union	320.00
USCKH - Used Sick - Hourly	1,439.5640	27,553.46	High Deductible Plan Post-Tax	132.50	Arizona State Credit Union	6,501.69
USED ETO - Used Earned Time	34.0000	774.02	Ins - AFLAC Post-Tax	635.19	Bank of America	41,553.50
UVACH - Used Vacation - Hourly	1,713.0750	35,571.23	Ins - AFLAC Pre-Tax	4,376.47	Bank of America NA	807.15
VAC PAYOUT - Vacation Payout	352.9280	5,366.31	Ins - Colonial After-Tax	3,536.65	Bank of America- VA	1,495.88
Total	47,624.3230	\$905,019.50	Ins - Colonial Pre-Tax	1,617.37	Bank of the West	657.76
			Ins - Modern Woodmen	33.55	Bank of the West 2	71,223.26
			Preferred Provider Only	31,007.05	Canyon State CU	18,927.47
			Preferred Provider Post-Tax	1,245.50	Charles Schwab Bank	2,191.87
			Retirement - AZ State	67,426.41	Colorado State Employees CU	50.00
			Retirement - AZ State LTD	712.90	Compass Bank	6,276.45
			Retirement - Corp AOC	4,564.48	Desert School Federal CU	21,676.48
			Retirement - Corr Detention	6,782.64	Discover Bank	763.46
			Retirement - Corr Dispatcher	804.19	First Convenience Bank	150.00
			Retirement - Corr Medical	628.78	GE Money Bank	790.58
			Retirement - Deputy	9,485.74	Great Western Bank	20,208.12
			Retirement - Elected Official	4,617.01	Green Dot Bank	1,047.93



GILA COUNTY AZ

Pay Day Register Report

Pay Date Range 04/18/16 - 05/01/16

Pay Batch 220169

Union Dues - AZCOPS	40.00
Union Dues - FOP	157.44
Vision	816.00
Voluntary Term Life Ins	<u>2,498.76</u>
Net	<u>\$580,979.24</u>

.00	M & T Bank	1,052.62
.00	Meta Bank/Money Network	751.38
.00	MidFirst Bank	3,077.13
.00	Mountain America Credit Union	80.00
	National Bank of Arizona	11,913.88
	Pima Federal Credit Union	100.00
	Pinal County FCU	801.56
	Ray Federal Credit Union	3,363.85
	Redwood Credit Union	2,192.79
	Robins Federal Credit Union	1,676.54
	Tucson Old Pueblo CU	1,140.80
	USAA Federal Savings Bank	14,865.29
	Vantage West Credit Union	1,065.41
	Washington Federal	43,316.77
	Wells Fargo	2,316.61
	Wells Fargo - California	587.41
	Wells Fargo - New Mexico	1,083.09
	Wells Fargo Bank - North Dakota	1,154.66
	Wells Fargo Bank 1	1,567.28
	Wells Fargo Bank- MN	1,211.94
	Wells Fargo Bank NA - Arizona	198,557.18
	Wells Fargo Bank NA - Nevada	<u>643.61</u>
	Total	<u>\$551,260.77</u> ✓

Withholding & Deductions \$ 324,040.24
ER Taxes \$ 65,851.50

Check \$29,718.47 ✓

*Reviewed
5-4-16*

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
 Batch Date: 05/05/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					551,260.77
Check	05/05/2016	276695 Accounts Payable	JP MORGAN CHASE ACH DEPOSIT		Amount
	Invoice	Date	Description		
	220169	05/05/2016	PR ACH DEPOSIT 4/18/16-5/1/16		551,260.77
JP Morgan AP JP Morgan Accounts Payable Totals:					Transactions: 1
Checks:	1		\$551,260.77		

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	05/06/2016	276696 Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY		5,011.66
	Invoice		Date	Description	Amount
		2016-00002472	05/05/2016	AFLAC - Ins - AFLAC Pre-Tax*	5,011.66
Check	05/06/2016	276697 Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX		208,769.06
	Invoice		Date	Description	Amount
		2016-00002473	05/05/2016	PPO - Preferred Provider Only*	208,769.06
Check	05/06/2016	276698 Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM		139,026.97
	Invoice		Date	Description	Amount
		2016-00002474	05/05/2016	AZ State Retirem - Retirement - AZ State *	139,026.97
Check	05/06/2016	276699 Accounts Payable	AZCOPS		40.00
	Invoice		Date	Description	Amount
		2016-00002475	05/05/2016	UN DUES-SHER - Union Dues - AZCOPS	40.00
Check	05/06/2016	276700 Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE		5,154.02
	Invoice		Date	Description	Amount
		2016-00002476	05/05/2016	COLONIAL - Ins - Colonial Pre-Tax*	5,154.02
Check	05/06/2016	276701 Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN		33,039.86
	Invoice		Date	Description	Amount
		2016-00002477	05/05/2016	CORR DET RET - Retirement - Corr Detention *	33,039.86
Check	05/06/2016	276702 Accounts Payable	DELTA MANAGEMENT ASSOCIATES INC		141.84
	Invoice		Date	Description	Amount
		2016-00002478	05/05/2016	Garnish- Delta - Garnishment Delta Management	141.84
Check	05/06/2016	276703 Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN		12,963.11
	Invoice		Date	Description	Amount
		2016-00002479	05/05/2016	ELEC OFF RET - Retirement - Elected Official *	12,963.11

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 05/05/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/06/2016	276704 Accounts Payable	FRATERNAL ORDER OF POLICE		157.44
	Invoice	Date	Description		Amount
		2016-00002480	05/05/2016	UNION DUES - Union Dues - FOP	157.44
Check	05/06/2016	276705 Accounts Payable	GILSBAR FSA		914.46
	Invoice	Date	Description		Amount
		2016-00002481	05/05/2016	FSA-FULL - FSA-Full	914.46
Check	05/06/2016	276706 Accounts Payable	GILSBAR HSA		2,230.16
	Invoice	Date	Description		Amount
		2016-00002482	05/05/2016	HSA - Health Savings Acct*	2,230.16
Check	05/06/2016	276707 Accounts Payable	HAMMERMAN & HULTGREN P.C.		107.70
	Invoice	Date	Description		Amount
		2016-00002483	05/05/2016	GARNISH-HRC - Garn-HRC/S.Hammerman	107.70
Check	05/06/2016	276708 Accounts Payable	JP MORGAN CHASE DOR		24,567.73
	Invoice	Date	Description		Amount
		2016-00002484	05/05/2016	STATE - State Tax*	24,567.73
Check	05/06/2016	276709 Accounts Payable	JP MORGAN CHASE FEDERAL TAX		75,331.25
	Invoice	Date	Description		Amount
		2016-00002485	05/05/2016	FED - Federal*	75,331.25
Check	05/06/2016	276710 Accounts Payable	JP MORGAN CHASE FICA EE		53,556.08
	Invoice	Date	Description		Amount
		2016-00002486	05/05/2016	FICA - FICA*	53,556.08
Check	05/06/2016	276711 Accounts Payable	JP MORGAN CHASE FICA ER		53,556.08
	Invoice	Date	Description		Amount
		2016-00002487	05/05/2016	FICA - FICA*	53,556.08
Check	05/06/2016	276712 Accounts Payable	JP MORGAN CHASE MEDICARE EE		12,525.14
	Invoice	Date	Description		Amount
		2016-00002488	05/05/2016	MEDICARE - Medicare*	12,525.14
Check	05/06/2016	276713 Accounts Payable	JP MORGAN CHASE MEDICARE ER		12,525.14

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	2016-00002489		05/05/2016	MEDICARE - Medicare*	12,525.14
Check	05/06/2016	276714	Accounts Payable	METLIFE	240.00
	Invoice		Date	Description	Amount
	2016-00002490		05/05/2016	DEF COMP EJ - Def Comp Pre-Tax- Met Life	240.00
Check	05/06/2016	276715	Accounts Payable	MIDLAND FUNDING LLC C/O JOHNSON MARK	182.20
	Invoice		Date	Description	Amount
	2016-00002491		05/05/2016	GARNISH-MIDLAND - Garn-Midland Funding LLC	182.20
Check	05/06/2016	276716	Accounts Payable	MODERN WOODMEN OF AMERICA	33.55
	Invoice		Date	Description	Amount
	2016-00002492		05/05/2016	INSURANCE - Ins - Modern Woodmen	33.55
Check	05/06/2016	276717	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	3,655.50
	Invoice		Date	Description	Amount
	2016-00002493		05/05/2016	DEF COMP - Def Comp Pre-Tax - National	3,655.50
Check	05/06/2016	276718	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	240.00
	Invoice		Date	Description	Amount
	2016-00002494		05/05/2016	ASSOC DUES - Dues - Northern AZ Law Enf	240.00
Check	05/06/2016	276719	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	43,334.91
	Invoice		Date	Description	Amount
	2016-00002495		05/05/2016	DEPUTY'S RET - Retirement - Deputy *	43,334.91
Check	05/06/2016	276720	Accounts Payable	SECURITY BENEFIT GROUP	1,205.00
	Invoice		Date	Description	Amount
	2016-00002496		05/05/2016	DEF COMP SB - Def Comp Pre-Tax - Security Bft	1,205.00
Check	05/06/2016	276721	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	3,058.64
	Invoice		Date	Description	Amount
	2016-00002497		05/05/2016	CHILD SUPPORT - Garn - Chd Supp Clearinghouse*	3,058.64

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/05/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/06/2016	276722 Accounts Payable	THUNDERBIRD COLLECTION SPEC INC		202.59
	Invoice		Description		Amount
	2016-00002498	05/05/2016	GARNISH-THUNDER - Garn - Thunderbird Collection		202.59
Check	05/06/2016	276723 Accounts Payable	US DEPARTMENT OF EDUCATION		141.06
	Invoice		Description		Amount
	2016-00002499	05/05/2016	GARNISH-EDUC - Garn - US Dept of Education		141.06
Check	05/06/2016	276724 Accounts Payable	WADDELL & REED		987.50
	Invoice		Description		Amount
	2016-00002500	05/05/2016	DEF COMP WR - Def Comp Pre-Tax-Waddell		987.50
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 29		<u>\$692,898.65</u>
Checks:	29	\$692,898.65			

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	276695	05/05/2016	Voided	Ach Direct Deposit	05/05/2016	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	551,260.77
Payments:								
	Invoice Number	Invoice Date	Description			Void Action		Net Amount
	220169	05/05/2016	PR ACH DEPOSIT 4/18/16-5/1/16			Void Invoice		551,260.77
Distributions:								
	G/L Account Number				Due To/Due From		Debit Amount	Credit Amount
	1005_1000.10 (General Fund_Operating cash balances Cash in treasury)						551,260.77	
	1005_1000.15 (General Fund_Operating cash balances Outstanding payroll warrants)							551,260.77
Total Voided Transactions: 1								<u>\$551,260.77</u>

Credit Card Transaction Summary

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 05/09/2016 06:02:11 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '05/02/2016' AND '05/08/2016' 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	\$297.28		\$0.00	1	\$297.28
A-ACTION AUTO & TRAILER	1	\$71.55		\$0.00	1	\$71.55
ACE HARDWARE	5	\$69.06		\$0.00	5	\$69.06
ACE HDWE.	19	\$885.52	1	(\$32.58)	20	\$852.94
AIRTOOLSFORLESS.COM	1	\$439.50		\$0.00	1	\$439.50
ALLIANT GAS LLC #153	2	\$600.00		\$0.00	2	\$600.00
AMAZON MKTPLACE PMTS	18	\$2,621.46		\$0.00	18	\$2,621.46
AMAZON.COM	11	\$1,968.27		\$0.00	11	\$1,968.27
AMERICAN JAIL ASSOCIAT	2	\$2,310.00		\$0.00	2	\$2,310.00
AMSTERDAM PRNT & LITHO	1	\$378.58		\$0.00	1	\$378.58
ANATOMYWAREHOUSE	1	\$104.42		\$0.00	1	\$104.42
ARIZONA ASSOCIATION OF	1	\$130.00		\$0.00	1	\$130.00
ARIZONA GLOVE AND SAFE	1	\$109.82		\$0.00	1	\$109.82
ARIZONA PUBLICSRVEZPAY	18	\$5,670.01		\$0.00	18	\$5,670.01
ARIZONA WIRE ROPE	1	\$260.11		\$0.00	1	\$260.11
AUDIBLE	1	\$16.24		\$0.00	1	\$16.24
AUTOZONE #2713	4	\$101.14	1	(\$12.92)	5	\$88.22
AUTOZONE #2715	1	\$78.05		\$0.00	1	\$78.05
AZ BATTERY STORE	1	\$468.71		\$0.00	1	\$468.71
AZ SUPREME COURT	5	\$750.00		\$0.00	5	\$750.00
BELL FORD INC		\$0.00	1	(\$40.46)	1	(\$40.46)
BOATERS OUTLET.COM	1	\$189.00		\$0.00	1	\$189.00
BROCK SUPPLY CO	1	\$50.72		\$0.00	1	\$50.72
BURGER KING #3512 Q07	1	\$8.14		\$0.00	1	\$8.14

Transaction Summary by Parent Merchant

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Selection Criteria: Post Date Is Between '05/02/2016' AND '05/08/2016' 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
CANYON OFFICE SOLUTION	1	\$263.07		\$0.00	1	\$263.07
CASH ADVANCE FEE	1	\$11.50		\$0.00	1	\$11.50
CASH WELLS FARGO C/A #	1	\$575.00		\$0.00	1	\$575.00
CENTRAL AZ SUPPLY	1	\$5.57		\$0.00	1	\$5.57
CHAPMAN AUTO CENTER	1	\$7.15		\$0.00	1	\$7.15
CHEVRON 0210571	1	\$25.15		\$0.00	1	\$25.15
CPR SAVERS 1ST AID	1	\$229.66		\$0.00	1	\$229.66
CREATIVE COMM E BROAD	1	\$230.78		\$0.00	1	\$230.78
CRESCENT ELECTRIC 190	1	\$142.81		\$0.00	1	\$142.81
D J*WALL-ST-JOURNAL	1	\$34.28		\$0.00	1	\$34.28
DEK AUTO PARTS LLC	15	\$1,668.85		\$0.00	15	\$1,668.85
DISNEY RESORT-DISNE	1	\$833.04		\$0.00	1	\$833.04
DMI* DELL K-12/GOVT	2	\$931.90		\$0.00	2	\$931.90
DOLLAR GENERAL #6811	1	\$9.77		\$0.00	1	\$9.77
EMPIRE INTERNET PARTS	6	\$405.78		\$0.00	6	\$405.78
ENTENMANN-ROVIN COMPAN	3	\$1,035.00		\$0.00	3	\$1,035.00
ESECURITYTOGO.COM	1	\$730.00		\$0.00	1	\$730.00
FIELDPRINT INC	1	\$74.95		\$0.00	1	\$74.95
FIESTA BUSINESS PRODUC	1	\$70.67		\$0.00	1	\$70.67
FREDPRYOR CAREERTRACK	2	\$337.00		\$0.00	2	\$337.00
FREIGHTLINER OF AZ - C	1	\$219.95		\$0.00	1	\$219.95
FRYS-FOOD-DRG #109	1	\$112.63		\$0.00	1	\$112.63
GAN*AZ REP SUB	1	\$38.66		\$0.00	1	\$38.66
GIANT #6633	1	\$21.51		\$0.00	1	\$21.51

Transaction Summary by Parent Merchant

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Orientation: Landscape

Selection Criteria: Post Date Is Between '05/02/2016' AND '05/08/2016' 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
GIANT #6634	2	\$53.15		\$0.00	2	\$53.15
GIANT CAR WASH #62	2	\$22.00		\$0.00	2	\$22.00
GILA ELECTRONICS INC	1	\$243.93		\$0.00	1	\$243.93
GLOBE MVD/CDL/ENF	1	\$4.00		\$0.00	1	\$4.00
GOODWILL CENTRAL AZ 18	1	\$36.00		\$0.00	1	\$36.00
IN *AZ PROSECUTING ATT	1	\$99.00		\$0.00	1	\$99.00
INDEED	1	\$25.15		\$0.00	1	\$25.15
INTAB LLC	1	\$114.66		\$0.00	1	\$114.66
INTERMOUNTAIN LOCK AND	2	\$85.04		\$0.00	2	\$85.04
KEVLIN STEEL & SUPPLY	1	\$356.43		\$0.00	1	\$356.43
KIMBALL MIDWEST	1	\$487.40		\$0.00	1	\$487.40
LEAGUE OF ARIZONA CITI	1	\$50.00		\$0.00	1	\$50.00
LITTLE CAESARS 1220 00	1	\$6.04		\$0.00	1	\$6.04
MACKS AUTO SUPPLY GLOB	3	\$330.18		\$0.00	3	\$330.18
MAJESTIC MOUNTAIN INN	1	\$123.96		\$0.00	1	\$123.96
MAZATZAL HOTEL	1	\$108.90		\$0.00	1	\$108.90
MCDONALD'S F13035	1	\$5.31		\$0.00	1	\$5.31
MCDONALD'S F4076	1	\$3.89		\$0.00	1	\$3.89
MCSPADDEN FORD	2	\$98.85		\$0.00	2	\$98.85
MEDIBDG*KIDSLOVESTICK	1	\$327.70		\$0.00	1	\$327.70
MERLE'S AUTO SUPPLY	7	\$230.37	1	(\$24.11)	8	\$206.26
MICROSOFT *STORE	1	\$76.01		\$0.00	1	\$76.01
MISSFITZ 260 CAFE	1	\$28.10		\$0.00	1	\$28.10
MOORE MEDICAL LLC	1	\$727.53		\$0.00	1	\$727.53

Transaction Summary by Parent Merchant

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Selection Criteria: Post Date Is Between '05/02/2016' AND '05/08/2016' 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
MOTEL 6 #4794	1	\$204.66		\$0.00	1	\$204.66
MWW*MONSTER.COM	1	\$290.00		\$0.00	1	\$290.00
NASRO	1	\$550.00		\$0.00	1	\$550.00
NAVAJO TRAVEL PLAZ	1	\$23.19		\$0.00	1	\$23.19
OFFICE DEPOT #5101	21	\$2,980.64		\$0.00	21	\$2,980.64
OREILLY AUTO 00028308	3	\$190.11	1	(\$14.12)	4	\$175.99
PAY*PAYSON MINI STORAG	1	\$322.54		\$0.00	1	\$322.54
PAYPAL *ARIZONAGANG	1	\$250.00		\$0.00	1	\$250.00
PAYPAL *B H PHOTO	1	\$768.90		\$0.00	1	\$768.90
PAYPAL *PRECISIONRO	1	\$269.27		\$0.00	1	\$269.27
PAYSON CARQUEST	10	\$429.52	1	(\$47.12)	11	\$382.40
PAYSON GENERAL RENTAL	1	\$89.28		\$0.00	1	\$89.28
PAYSON TIRE AND AUTOMO	2	\$100.00		\$0.00	2	\$100.00
PEPBOYS STORE 669	1	\$27.00		\$0.00	1	\$27.00
PHOENIX TIRE	1	\$7.00		\$0.00	1	\$7.00
PHP POINT OF SALE	1	\$149.00		\$0.00	1	\$149.00
PINAL LUMBER	7	\$303.40	1	(\$243.89)	8	\$59.51
PINNACLE PROPANE #172	1	\$120.00		\$0.00	1	\$120.00
PLEASANT VALLEY AUTO P	1	\$99.20		\$0.00	1	\$99.20
QT 419 05004197	1	\$26.01		\$0.00	1	\$26.01
READYTALK	1	\$53.39		\$0.00	1	\$53.39
RIVER CITY SUPPLY LLC	1	\$496.35		\$0.00	1	\$496.35
SAFEWAY STORE00015362	1	\$42.72		\$0.00	1	\$42.72
SAFEWAY STORE00017335	1	\$11.01		\$0.00	1	\$11.01

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Transaction Summary by Parent Merchant

Transaction Summary by Parent Merchant

US90037

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Orientation: Landscape

Selection Criteria: Post Date Is Between '05/02/2016' AND '05/08/2016' 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
SAN CARLOS IRRGTN	1	\$60.00		\$0.00	1	\$60.00
SONIC DRIVE IN #4555	1	\$1.44		\$0.00	1	\$1.44
STAR VALLEY STORAGE	1	\$124.03		\$0.00	1	\$124.03
SWGASPAYMENT/SPEEDPAY	3	\$1,288.00		\$0.00	3	\$1,288.00
THE HOME DEPOT #0422	2	\$26.32		\$0.00	2	\$26.32
TLO TRANSUNION	1	\$36.25		\$0.00	1	\$36.25
TOWN OF STAR VALLEY	1	\$185.00		\$0.00	1	\$185.00
TRACTOR SUPPLY CO #172	4	\$81.18		\$0.00	4	\$81.18
TRUCK PRO	1	\$33.04		\$0.00	1	\$33.04
TSR LODGING	1	\$377.83		\$0.00	1	\$377.83
UPS*000000X60F10525	1	\$18.90		\$0.00	1	\$18.90
USPS 03617904733803438	2	\$5.76		\$0.00	2	\$5.76
VERIZON WRLS W1844-01	1	\$845.00		\$0.00	1	\$845.00
WAL-MART #1334	4	\$408.85	1	(\$6.43)	5	\$402.42
WAL-MART #1369	4	\$145.67		\$0.00	4	\$145.67
WALMART.COM	1	\$431.13		\$0.00	1	\$431.13
WASTEBUILT	1	\$243.71		\$0.00	1	\$243.71
WESTERN REPROGRAPHICS	1	\$260.44		\$0.00	1	\$260.44
WIST SUPPLY EQUIPMENT	5	\$393.28		\$0.00	5	\$393.28
WM SUPERCENTER #1334	3	\$171.96		\$0.00	3	\$171.96
WM SUPERCENTER #3833	1	\$46.41		\$0.00	1	\$46.41
WW GRAINGER	3	\$556.28		\$0.00	3	\$556.28
XFRD/SEPHORA.COM		\$0.00	2	(\$637.50)	2	(\$637.50)
XFRD/ULTA.COM		\$0.00	2	(\$704.08)	2	(\$704.08)

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 05/09/2016 06:02:11 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '05/02/2016' AND '05/08/2016' 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
ZEP SALES AND SERVICE	1	\$301.41		\$0.00	1	\$301.41
Grand Total:	287	\$43,080.94	12	(\$1,763.21)	299 Transaction(s) ✓	\$41,317.73 ✓

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Transaction Summary by Parent Merchant

Page 6 of 6

Reviewed
5-9-16 *DW*



Gila County, Arizona

Weekly Expenditure Report
(25 April – 1 May 2016)

Gila County Finance Department

Gila County Finance Department
Weekly Expenditure Report
(25 April - 1 May 2016)

Accounts Payable Expenditures

AP Expenditure Type	Payee/Description	Amount	Comment
Special Check Run	Happy Software Inc.	\$ 3,277.00	Batch Date 4/27/16
Special Check Run	Arizona Supreme Court	\$ 4,714.00	Batch Date 4/27/16
Special Check Run			
Regular Weekly AP Check Run	Various Payees - 107 Checks	\$ 188,364.83	Batch Date 5/2/16
		\$ -	
Gross AP Expenditures:		\$ 196,355.83	
Void - Check #		\$ -	
Void - Check #		\$ -	
Void - Check #		\$ -	
Void - Check #		\$ -	
Less Voided Payments:		\$ -	
Net AP Expenditures:		<u>\$ 196,355.83</u>	

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	Wayne Sukosky	\$ 2,179.68	Final Check
Payroll - Hand Issue		\$ -	
Employer Taxes	Social Security and Medicare	\$ 229.72	
Withholdings / Deductions	Employee Withholdings / Deductions	\$ 823.23	
Benefits	Retirement, Health Insurance, etc.	\$ 71.82	
Sub-total Hand Issue Payroll Expenditures:		\$ 3,304.45	
Total Payroll Expenditures:		<u>\$ 3,304.45</u>	

Payroll Reference Only	Payee/Description	Amount	Comment
Void #	JP Morgan ACH	\$ -	Electronic Transaction

Summary of Expenditures

Net Accounts Payable Expenditures:	\$ 196,355.83
Total Payroll Expenditures:	<u>\$ 3,304.45</u>
Total Accounts Payable & Payroll Expenditures:	<u>\$ 199,660.28</u>

Credit Card Charges

Transaction	Merchant	Amount	Comment
274 Transactions 25 Apr - 1 May 2016	Various Merchants	\$ 38,158.29	Payment Due: May 2016

Accounts Payable

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 04/27/2016 ✓

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
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Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Check	04/27/2016	276584	Accounts Payable	HAPPY SOFTWARE INC		3,277.00
		<u>Invoice</u>	<u>Date</u>	<u>Description</u>		<u>Amount</u>
		30880	05/01/2016	Section 8 Software License Renewal		3,277.00

JP Morgan AP JP Morgan Accounts Payable Totals: Transactions: 1 \$3,277.00

Checks: 1 \$3,277.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 04/27/2016 ✓

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	04/27/2016	276585 Accounts Payable	ARIZONA SUPREME COURT ✓		4,714.00
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>	<u>Amount</u>
	2016-00014050		03/16/2018	FY2016 4TH QTR RISK MANAGEMENT	4,714.00
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 1		<u>\$4,714.00</u> ✓
Checks:		1	\$4,714.00		


H:27-16

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: JP Morgan AP - JP Morgan Accounts Payable					
Check	05/02/2016	276586 Accounts Payable	AFFILION OF COBRE VALLEY PLL		997.20
	Invoice	Date	Description		Amount
	11149990916ACV	03/14/2016	PAT ID#0001149990916ACV 10/15/15 DOS		997.20
Check	05/02/2016	276587 Accounts Payable	ALHAMBRA MOBILE HOME PARK & STORAGE		320.00
	Invoice	Date	Description		Amount
	22727	04/07/2016	1264 E MONTECITO DR #58 HH#6764		320.00
Check	05/02/2016	276588 Accounts Payable	ALLIANT GAS LLC		1,601.13
	Invoice	Date	Description		Amount
	041316000460000	04/13/2016	ACCT#460000 SO/JAIL		364.98
	041316020026100	04/13/2016	ACCT#20026100 BIO		10.87
	041316000414100	04/13/2016	ACCT#000414100		10.87
	041316000753400	04/13/2016	1100 N BEELINE HWY #G		73.12
	041316000842600	04/13/2016	SERV FOR 842600		65.36
	041316000415300	04/13/2016	CUST#044203 ACCT#000415300		115.93
	22873	04/18/2016	ACCT#010028110 HH#10695		480.00
	22870	04/15/2016	ACCT#00049700 HH#4574		480.00
Check	05/02/2016	276589 Accounts Payable	AMAYA , MARCELA		14.95
	Invoice	Date	Description		Amount
	042116AMAYAM	04/21/2016	EE MARCELA AMAYA APR TRAVEL REIMBURSEMENT		14.95
Check	05/02/2016	276590 Accounts Payable	AMERICAN REFRIGERATION SUPPLIES INC		687.31
	Invoice	Date	Description		Amount
	4342678-00	03/29/2016	HVAC Parts and Supplies for Courthouse Unit #10		687.31
Check	05/02/2016	276591 Accounts Payable	ANDERSON , JAMILYN		560.07
	Invoice	Date	Description		Amount
	1	04/22/2016	International Board Certified Lactation Consultant		560.07
Check	05/02/2016	276592 Accounts Payable	ARIZONA DEPARTMENT OF ECONOMIC SECURITY		794.93

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		Invoice	Date	Description	Amount
		033116	04/11/2016	ACCT#2040720 2016 1ST QTR CLAIMS	794.93
Check	05/02/2016	276593 Accounts Payable		ARIZONA PUBLIC SERVICE	712.00
		Invoice	Date	Description	Amount
		22867	04/11/2016	ACCT#605507284 HH#10688	283.00
		22869	04/15/2016	ACCT#347638286 HH#8976	343.00
		22871	04/15/2016	ACCT#603276280 HH#4574	86.00
Check	05/02/2016	276594 Accounts Payable		ARIZONA PUBLIC SERVICE	971.38
		Invoice	Date	Description	Amount
		041916202566283	04/19/2016	202566283 S/O EVIDENCE STORAGE BLDG	77.23
		041916548862289	04/19/2016	548862289 COURTHOUSE PARKING LOT LIGHTS	651.14
		042016295101283	04/20/2016	295101283 MIAMI GARDENS SLID	243.01
Check	05/02/2016	276595 Accounts Payable		ARIZONA WATER COMPANY	1,714.84
		Invoice	Date	Description	Amount
		0419160912403730	04/19/2016	ACCT#091-24-03730-2 APACHE AVE COMPLEX	228.89
		0419160912403731	04/19/2016	ACCT#091-24-03731-1 APACHE AVE SPRINKLERS	29.91
		0421160912801044	04/21/2016	091-28-01044-1 AUTO EQUIP & ROADS OFFICES	29.91
		0421160912801052	04/21/2016	091-28-01052-1 BESICH ROAD/SHOP	204.69
		0421160912801053	04/21/2016	091-28-01053-1 745 N ROSE MOFFORD	197.21
		0421160912801054	04/21/2016	0912-28-01054-1 1001 W BESICH BLVD	607.84
		0421160912801042	04/21/2016	ACCT#091-28-01042-1 725 ROSE MOFFORD WAY	29.91
		0421160912801043	04/21/2016	091-28-01043-1 745 N ROSE MOFFORD WAY	29.56
		0421160912801090	04/20/2016	091-28-01090-1 LANDFILL SCALES RUSSELL GULCH	59.66
		0420160912801085	04/20/2016	091-28-01085-1 ROADS DEPTS & SOLID WASTE	297.26
Check	05/02/2016	276596 Accounts Payable		AT&T	41.73
		Invoice	Date	Description	Amount
		0415169284747100	04/15/2016	030 476 0992 001 SHERIFF YOUNG	10.10
		0415169284672156	04/15/2016	ACCT#0190861845001 928-467-2156	31.63
Check	05/02/2016	276597 Accounts Payable		AT&T	15.63
		Invoice	Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		0422169284672515	04/22/2016	ACCT#H035416572	15.63
Check	05/02/2016	276598 Accounts Payable	ATOMIC PEST CONTROL LLC		140.00
	Invoice		Date	Description	Amount
		287393	03/11/2016	Pest Control-Sheriff's Office/Jail & JP Court	70.00
		288804	03/11/2016	Pest Control Service for Northern Gila County	70.00
Check	05/02/2016	276599 Accounts Payable	BANK OF THE WEST		98.88
	Invoice		Date	Description	Amount
		04182016	04/18/2016	Check REorder	98.88
Check	05/02/2016	276600 Accounts Payable	BARBER , JONATHAN		82.62
	Invoice		Date	Description	Amount
		04212016	04/21/2016	PSPRS Local Meeting Trave REimbursement	82.62
Check	05/02/2016	276601 Accounts Payable	BECK , JOSHUA		320.79
	Invoice		Date	Description	Amount
		03222016	03/22/2016	Travel REimbursement 030316-032216	255.51
		03112016	03/11/2016	Travel REimbursement 031016-031116	65.28
Check	05/02/2016	276602 Accounts Payable	BERNAYS , MICHAEL B		7,673.00
	Invoice		Date	Description	Amount
		2016-05	04/25/2016	Legal Services fro Indigent Citizens	7,673.00
Check	05/02/2016	276603 Accounts Payable	BEST BUY		613.06
	Invoice		Date	Description	Amount
		2226927	04/08/2016	55" TV for GRJC waiting room (Court Calendar)	613.06
Check	05/02/2016	276604 Accounts Payable	BKS INVESTMENTS LLC		245.00
	Invoice		Date	Description	Amount
		22866	04/11/2016	Partial Rent Eviction Prev. + Water Assistance #20 HH# 10306	245.00
Check	05/02/2016	276605 Accounts Payable	BOYER , CARLEY		375.00
	Invoice		Date	Description	Amount
		22746	04/18/2016	Rent Eviction Prev. #2 HH# 8461	375.00
Check	05/02/2016	276606 Accounts Payable	BOYER , HEATHER L		27.50

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	03112016		03/11/2016	Travel REimbursement 031016-031116	27.50
Check	05/02/2016	276607	Accounts Payable	BRAKE , KAREN	96.30
	Invoice		Date	Description	Amount
	03032016		03/03/2016	Travel REimbursement 030216-030316	96.30
Check	05/02/2016	276608	Accounts Payable	BRIDGE COMMUNICATIONS LLC	390.00
	Invoice		Date	Description	Amount
	5658		04/07/2016	Annual Support Renewal	390.00
Check	05/02/2016	276609	Accounts Payable	BURK , STEVEN E	8,832.34
	Invoice		Date	Description	Amount
	40016		04/01/2016	Juv. De;inquency March 16	5,832.34
	SBJD201600009YR1		04/25/2016	Appointment Roten - JD201600009	1,000.00
	SBJD201600013YR1		04/25/2016	Appointment of Sullivan JD201600013	1,000.00
	SBJD201600012YR1		04/25/2016	Appointment for Chase- JD201600012	1,000.00
Check	05/02/2016	276610	Accounts Payable	BUZAN , SCOTT L	22.50
	Invoice		Date	Description	Amount
	04082016		04/08/2016	Travel REimbursement 040616-040816	22.50
Check	05/02/2016	276611	Accounts Payable	BYRUM , SUSAN	1,125.00
	Invoice		Date	Description	Amount
	42016		04/20/2016	Per Diem Srvc 418-420	1,125.00
Check	05/02/2016	276612	Accounts Payable	CABLE ONE	550.93
	Invoice		Date	Description	Amount
	041616-105617260		04/16/2016	Acct. No. 105617260	237.14
	041616-105632608		04/16/2016	Acct. No. 105632608	183.79
	041616-105921449		04/16/2016	Acct. No. 105921449	130.00
Check	05/02/2016	276613	Accounts Payable	CANYON STATE OIL	21,288.85
	Invoice		Date	Description	Amount
	0579721-IN		04/25/2016	Fuel @ Star Valley	7,305.97
	0580783-IN		04/26/2016	Fuel @ Globe Shop	13,982.88

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/02/2016	276614 Accounts Payable	CARDINAL HEALTH		440.96
	Invoice	Date	Description		Amount
	2041260	04/11/2016	Tubersol		440.96
Check	05/02/2016	276615 Accounts Payable	CARUSO TURLEY SCOTT INC		1,950.00
	Invoice	Date	Description		Amount
	103758	04/08/2016	Structural Foundation/Concrete Floor of Bldg at 110 W. Main St.,		1,950.00
Check	05/02/2016	276616 Accounts Payable	CASTANEDA , JOHN D		88.98
	Invoice	Date	Description		Amount
	03202016	03/20/2016	Travel REimbursement 031016-032016		88.98
Check	05/02/2016	276617 Accounts Payable	CATES , CELENA		120.16
	Invoice	Date	Description		Amount
	03252016	03/25/2016	Travel REimbursement 032016-032516		120.16
Check	05/02/2016	276618 Accounts Payable	CENTURYLINK		4,345.67
	Invoice	Date	Description		Amount
	9284740614032816	03/28/2016	SERV FOR 928 474 0614 480B		177.23
	9284258701032816	03/28/2016	SERV FOR 9284258701685B		35.03
	9284253274040116	04/01/2016	SERV FOR 928 425 6274 910M		98.60
	9284253273040116	04/01/2016	SERV FOR J 928 425 3273 454M		98.60
	9284764593032816	03/28/2016	SERV FOR 928 476 4593 310B		42.99
	9284259638032816	03/28/2016	Serv For 928-425-9638		75.71
	9284253023040116	04/01/2016	SERV FOR J 928 425 3023 934M		100.84
	9284253352040116	04/01/2016	SERV FOR J 928 425 3352 483M		278.11
	9284740078040116	04/01/2016	Serv For 928-474-0078		476.35
	9284250161040116	04/01/2016	SERV FOR 928 425 0161 720M		183.35
	9284250023040116	04/01/2016	Serv for 928-425-0023		382.36
	9284250037040116	04/01/2016	Serv For 928-425-0037		372.08
	9284740295040116	04/01/2016	SERV FOR 928-474-0295		211.38
	5203566214040116	04/01/2016	SERV FOR 520-356-6214		33.92
	9284732621040716	04/07/2016	Serv For 928-473-2621		181.52
	9284250194040116	04/01/2016	SERV FOR 928 425 0194 322M		214.46
	9284259273040716	04/07/2016	SERV FOR 928 425 9273 346B		202.76

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		9284721124041016	04/10/2016	SERV FOR GCIT 928-472-1124	131.28
		9284737919040716	04/07/2016	SERV FOR 928 473 7919 098B	598.64
		9284724621041016	04/10/2016	SERV FOR CLERK OF COURT	109.99
		9284727920041016	04/10/2016	SERV FOR SHERIFFS 928-472-7920	103.86
		9284028090041016	04/10/2016	SERV FOR HEALTH 928-402-8090	104.51
		9284028195041016	04/10/2016	SERV FOR FACILITIES 928-402-8195	98.64
		9284020423041016	04/10/2016	SERV FOR FUEL MANG 9284020423	33.46
Check	05/02/2016	276619 Accounts Payable	CLIFTON LARSON ALLEN, LLP		420.00
		Invoice	Date	Description	Amount
		038-171605	10/28/2015	Assitance FY13 Statements + Audits	420.00
Check	05/02/2016	276620 Accounts Payable	COBRE VALLEY REGIONAL MEDICAL CENTER		5,280.37
		Invoice	Date	Description	Amount
		CAB31148	03/24/2016	Labs for Inmate - MW	36.49
		CAB31228	03/25/2016	Inmate Xray - LL	44.31
		CAB31278	03/25/2016	Inmate XRAY - CL	44.31
		CAB28778	03/08/2016	Xray for Inmate - MM	44.31
		CAB28732	03/08/2016	Inmate Ultrasound - EG	95.77
		CAB27802	03/03/2016	Inmate Labs - SM	83.80
		CAB30345	03/19/2016	Labs- CT Scan - ER for Inmate - DJ	2,526.07
		CAB31276	03/25/2016	Medical Labs + ER - Inmate MW	2,405.31
Check	05/02/2016	276621 Accounts Payable	COBRE VILLAGE APARTMENTS DBA GLOBE FAMILY ASSOC.		407.00
		Invoice	Date	Description	Amount
		22709	04/04/2016	Eviction Prevention #54 HH# 10248	407.00
Check	05/02/2016	276622 Accounts Payable	COPPER STATE SANITATION		753.30
		Invoice	Date	Description	Amount
		426396	04/26/2016	Sanitation Collection for Detention	184.15
		426398	04/26/2016	Trash Collection for CourtHouse	184.15
		426399	04/26/2016	Sanitation Collection Public Works	225.00
		426397	04/26/2016	Sanitation Collection Public Works	160.00
Check	05/02/2016	276623 Accounts Payable	Comea & Cataract Consultants of Arizona		127.73

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
			PC		
	Invoice		Date	Description	Amount
	89029C		03/29/2016	Inmate Medical Srv - ST	127.73
Check	05/02/2016	276624 Accounts Payable		CREDIT CARD REVOLVING FUND	20,560.79
	Invoice		Date	Description	Amount
	042616SANCHEZJ		04/01/2016	JOHNNY SANCHEZ APR STMT FOR MAR CHGS	109.23
	042616SHEPPARDM		04/01/2016	MARIAN SHEPPARD APR STMT FOR MAR CHGS	250.00
	042616VALENZUELG		04/01/2016	GABRIEL VALENZUELA APR STMT FOR MAR CHGS	670.00
	04012016OLIVAREZ		04/01/2016	March Chrgs April Stmnt Gilbert Olivarez	7.45
	042616SCOTT		04/01/2016	TIMOTHY SCOTT APR STMT FOR MAR CHGS	543.88
	04012016ORTEGA		04/01/2016	March Chrgs April Stmnt Jessica Ortega	482.72
	04012016OSBORN		04/02/2016	March Chrgs April Stmnt J Osborn	74.91
	04012016BRAMLET		04/01/2016	March Chrgs April Stmnt J Bramlet	225.10
	04012016CARLSON		04/01/2016	March Chrgs April Stmnt William Carlson	21.68
	04012016CHAVEZ		04/01/2016	March Chrgs April Stmnt Sarah Chavezx	328.55
	032816TURNERC		03/01/2016	CAROLINE TURNER MAR STMT FOR FEB CHGS	5,010.55
	042616RUTHERFORD		04/01/2016	NANCY RUTHERFORD APR STMT FOR MAR CHGS	1,999.40
	03012016HILL		03/01/2016	Feb Chrgs March Stmnt Michael Hill	101.22
	03012016HOML		03/01/2016	Feb Chrgs March Stmnt Linda Hom	2,352.64
	042616PAYNED		04/01/2016	DWIGHT PAYNE APR STMT FOR MAR CHGS	3,319.70
	04012016HORNUNG		04/01/2016	March Chrgs April Stmnt David Hornung	554.00
	032816RICED		03/01/2016	DANNY RICE MAR STMT FOR FEB CHGS	101.22
	04012016NEWMAN		04/01/2016	March Chrgs April Stmnt William Newman	638.21
	042616STRATTONK		04/01/2016	KAYCEE STRATTON APR STMT FOR MAR CHGS	513.67
	042616ROMANCEC		04/01/2016	CYNTHIA ROMANCE APR STMT FOR MAR CHGS	117.55
	04012016BOYERH		04/01/2016	March Chrgs April Stmt Heather Boyer	217.88
	04012016BOYERS		04/01/2016	March Chrgs April Stmnt Shannon Boyer	55.05
	04012016BRANSTET		04/01/2016	March Chrgs April Stmnt Barney Brandstetter	376.33
	04012016CastaneJ		04/01/2016	March Chrgs April Stmnt John Castaneda	520.42
	04012016Cunningh		04/01/2016	March Chrgs April Stmnt Alex Cunningham	157.20
	04012016DEROULAC		04/01/2016	March Chrgs April Stmnt Darge Deroulac	731.79
	04012016GOLDEN		04/01/2016	March Chrgs April Stmnt Mike GOLDen	49.45
	04012016HILLERY		04/01/2016	March Chrgs April Stmnt Nyra Hillery	132.14

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	04012016	Homan	04/01/2016	March Chrgs April Stnt Tom Homan	474.36
	04012016	Jerome	04/01/2016	March chrgs April Stmnt Sam Jerome	232.86
	04012016	Charles	04/01/2016	March Chrgs April Stmnt Kevin CHARLES	53.52
	04012016	HANNA	04/01/2016	March Chrgs April Stmnt William Hanna	138.11
Check	05/02/2016	276625 Accounts Payable		CRM OF AMERICA LLC	3,063.29
	Invoice		Date	Description	Amount
	AZ19682		04/12/2016	Tire Disposal Pass# 15182	1,538.49
	AZ19688		04/13/2016	Tire Disposal Pass# 15183	1,524.80
Check	05/02/2016	276626 Accounts Payable		DEBRIGIDA LAW OFFICES PLLC	6,880.00
	Invoice		Date	Description	Amount
	20160501		05/01/2016	Legal Services for Indigen Citizens	6,880.00
Check	05/02/2016	276627 Accounts Payable		DELL MARKETING LP	3,890.34
	Invoice		Date	Description	Amount
	XJX4W6279		04/12/2016	Dell External USB	48.78
	XJX4RPK31		04/12/2016	Logitech Wireless Mouse Combo	72.64
	XJX449XJ8		04/08/2016	Dell Optiplex 9020	2,011.24
	XJX5NCP86		04/17/2016	Dell Precision 5510- Dell Trek Backpack	1,757.68
Check	05/02/2016	276628 Accounts Payable		DISTRICT MEDICAL GROUP	38.29
	Invoice		Date	Description	Amount
	4DM8916159		03/23/2016	Inmate Medical Srv - JL	38.29
Check	05/02/2016	276629 Accounts Payable		DURHAM , MICHAEL	600.00
	Invoice		Date	Description	Amount
	042116		04/21/2016	Medical Consulting Services Contract	600.00
Check	05/02/2016	276630 Accounts Payable		DURHAM COMMUNICATIONS INC	3,081.00
	Invoice		Date	Description	Amount
	46511		03/30/2016	Linking Communications-Consultation Agreement	3,081.00
Check	05/02/2016	276631 Accounts Payable		EARTH MOVER TIRE SALES INC	1,247.58
	Invoice		Date	Description	Amount
	29425		04/20/2016	Copper Fleet passenger tires	517.65

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable
Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		29424	04/20/2016	Copper Fleet passenger tires for	729.93
Check	05/02/2016	276632 Accounts Payable	ELECTION SYSTEMS & SOFTWARE		8,522.36
		Invoice	Date	Description	Amount
		960804	04/05/2016	Thumb Drives, Cartridges, Printers	7,961.81
		960719	04/05/2016	USB Modem	560.55
Check	05/02/2016	276633 Accounts Payable	ELLEDGE , SAMANTHA		2,000.00
		Invoice	Date	Description	Amount
		1035	04/26/2016	Court Appointment - JD2016-012-013	2,000.00
Check	05/02/2016	276634 Accounts Payable	EMPIRE MACHINERY COMPANY		5,250.74
		Invoice	Date	Description	Amount
		EMPS3844963	04/07/2016	I-2 equipment ladder replacement	679.65
		EMPS3848775	04/12/2016	J-4 Blade A / C parts	2,143.54
		EMPS3856478	04/20/2016	J-7 brake chamber roads Motor Grader	551.42
		EMPS3857433	04/26/2016	K-5 hyd valve control Roads Backhoe	1,876.13
Check	05/02/2016	276635 Accounts Payable	EPS GROUP INC		632.50
		Invoice	Date	Description	Amount
		15-009-8	04/22/2016	Copper Administration Building-	632.50
Check	05/02/2016	276636 Accounts Payable	FABOK , GLINDA S		61.20
		Invoice	Date	Description	Amount
		04222016	04/22/2016	Travel REimbursement	61.20
Check	05/02/2016	276637 Accounts Payable	FEDEX		9.27
		Invoice	Date	Description	Amount
		5-391-70249	04/21/2016	Shipping Through 042116	9.27
Check	05/02/2016	276638 Accounts Payable	FORENSIC ALCOHOL SCIENCE AND TECHNOLOGY		4.80
		Invoice	Date	Description	Amount
		12529A	03/31/2016	Original Pyt of In# 12529 was shorted paying remainder	4.80
Check	05/02/2016	276639 Accounts Payable	FOUNTAIN HILLS LAW FIRM		86.25
		Invoice	Date	Description	Amount

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	04182016		04/18/2016	Reimbursement for Transcripts	86.25
Check	05/02/2016	276640 Accounts Payable	GATES , ARNOLD		400.00
	Invoice		Date	Description	Amount
	22740		04/12/2016	Partial Rent Eviction HH# 9132	400.00
Check	05/02/2016	276641 Accounts Payable	GILA COUNTY TREASURER		3,673.68
	Invoice		Date	Description	Amount
	04252016		04/25/2016	Juror Payment	3,673.68
Check	05/02/2016	276642 Accounts Payable	GLOBE EXTERMINATORS		90.00
	Invoice		Date	Description	Amount
	PC541816		04/18/2016	Pest Control Services Southern Gila County-Animal Control Bldg.	35.00
	GCJDCPC542616		04/26/2016	Extermination @ Detention	55.00
Check	05/02/2016	276643 Accounts Payable	GLOBE OFFICE BUILDING PARTNERS, LLC		13,394.16
	Invoice		Date	Description	Amount
	May2016		04/28/2016	1100 Monroe Street/Probation/ Lease Agreement	13,394.16
Check	05/02/2016	276644 Accounts Payable	GRASSO LAW FIRM PC		576.00
	Invoice		Date	Description	Amount
	11761		04/12/2016	Fee for LEgal Counsel PSPRS Local Board	576.00
Check	05/02/2016	276645 Accounts Payable	GREAT AMERICA LEASING CORPORATION		287.82
	Invoice		Date	Description	Amount
	18646569		04/22/2016	BizHub C454 Superior Courts	287.82
Check	05/02/2016	276646 Accounts Payable	GRICE , ROSE MARY		40.00
	Invoice		Date	Description	Amount
	04252016		04/25/2016	CR201400367 St Vs Sierra	40.00
Check	05/02/2016	276647 Accounts Payable	HANLON ENGINEERING AND ARCHITECTURE INC		3,955.80
	Invoice		Date	Description	Amount
	8698		02/29/2016	Air Flow Testing, Analysis & HVAC Design Services	3,955.80

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/02/2016	276648 Accounts Payable	HEALTHCARE MEDICAL WASTE SERVICES		195.63
	Invoice	Date	Description		Amount
	109171	04/07/2016	Sheriff's Office Jail-Medical Waste Containment		120.72
	109170	04/07/2016	Juvenile Detention-Medical Waste Containment		74.91
Check	05/02/2016	276649 Accounts Payable	HIGH COUNTRY PLUMBING		55.00
	Invoice	Date	Description		Amount
	118345	04/19/2016	Backflow Inspection and Repairs Payson Facilities		55.00
Check	05/02/2016	276650 Accounts Payable	HUMPHREY , CRAIG		146.10
	Invoice	Date	Description		Amount
	04072016	04/07/2016	Travel REimbursement 040616-040716		109.58
	03222016	03/22/2016	Travel REimbursement 032216		36.52
Check	05/02/2016	276651 Accounts Payable	INTERSTATE ELECTRONICS		27.97
	Invoice	Date	Description		Amount
	9391	02/29/2016	Konica BH423		27.97
Check	05/02/2016	276652 Accounts Payable	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A. INC		913.98
	Invoice	Date	Description		Amount
	37681292	04/07/2016	Inspection of A0ED01101169		133.00
	238977450	03/31/2016	BizHub C652DS Payson Health/Color		114.94
	237589004	12/31/2015	C654 Globe Health		573.73
	239261610	04/18/2016	BizHub C754 Treasurer's Office/Color/Monthly		58.86
	239196240	04/11/2016	Konica C454E		33.45
Check	05/02/2016	276653 Accounts Payable	LABCORP OF AMERICA HOLDINGS		1,479.75
	Invoice	Date	Description		Amount
	51265757	03/31/2016	Lab Draws 012216 + 031616 + 032416		1,479.75
Check	05/02/2016	276654 Accounts Payable	LABORATORY CORPORATION OF AMERICA HOLDING		466.25
	Invoice	Date	Description		Amount
	51212496	04/02/2016	Jail Inmate Labs		466.25

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	05/02/2016	276655 Accounts Payable	LAW OFFICE OF JOHN S.PERLMAN LLC		1,000.50
	Invoice	Date	Description		Amount
	2016-401	04/19/2016	Attorney for the Public Fiduciary		1,000.50
Check	05/02/2016	276656 Accounts Payable	LEE , MARILYN		105.00
	Invoice	Date	Description		Amount
	03182016	03/18/2016	Travel REimbursement 030716-031816		105.00
Check	05/02/2016	276657 Accounts Payable	MCGROARTY , CHRISTOPHER M		104.99
	Invoice	Date	Description		Amount
	4212016	04/21/2016	Reimbursement for Armor		104.99
Check	05/02/2016	276658 Accounts Payable	MCKESSON MEDICAL SURGICAL INC		162.24
	Invoice	Date	Description		Amount
	76548929	04/08/2016	Sharps Container		162.24
Check	05/02/2016	276659 Accounts Payable	MEDICAL DIAGNOSTIC IMAGING GROUP LTD		36.00
	Invoice	Date	Description		Amount
	Z2ANIG3	01/19/2016	Medical Srvc for Inmate - ST		36.00
Check	05/02/2016	276660 Accounts Payable	MEDICAL DIAGNOSTIC IMAGING GROUP LTD		95.77
	Invoice	Date	Description		Amount
	Z2ANIF1	01/20/2016	Inmate Medical Srv- SM		95.77
Check	05/02/2016	276661 Accounts Payable	MEDICAL DIAGNOSTIC IMAGING GROUP LTD		36.00
	Invoice	Date	Description		Amount
	Z28MDZ0	03/20/2016	Inmate Medical Srv - MF		36.00
Check	05/02/2016	276662 Accounts Payable	MEDICAL DIAGNOSTIC IMAGING GROUP LTD		42.00
	Invoice	Date	Description		Amount
	Z285LD1	03/16/2016	Medical Srvc Inmate - MM		42.00
Check	05/02/2016	276663 Accounts Payable	MEDICAL DIAGNOSTIC IMAGING GROUP LTD		264.84

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	Z285LDF		03/16/2016	Inmate Medical Svc - DJ	264.84
Check	05/02/2016	276664 Accounts Payable		MIKES CUSTOM AUTO BODY AND SALES INC	1,850.32
	Invoice		Date	Description	Amount
	1452		04/05/2016	Repair Vehicle B-138 Payson Posse Unit	1,850.32
Check	05/02/2016	276665 Accounts Payable		MULTITECH	45.00
	Invoice		Date	Description	Amount
	214554		04/01/2016	ALARM MONITORING MONTHLY FOR EVIDENCE AREA 1315 SOUTH STREET	45.00
Check	05/02/2016	276666 Accounts Payable		NUDSON , THOR E	96.16
	Invoice		Date	Description	Amount
	04212016		04/21/2016	REimbursement for Uniform Purchased	96.16
Check	05/02/2016	276667 Accounts Payable		OASIS PRINTING	27.04
	Invoice		Date	Description	Amount
	5181		04/22/2016	Business Cards for Jerry Irish	27.04
Check	05/02/2016	276668 Accounts Payable		ONEIL PRINTING	9,308.93
	Invoice		Date	Description	Amount
	304158		04/12/2016	State Ballots	9,308.93
Check	05/02/2016	276669 Accounts Payable		ORTIZ , ANNA C	8,375.00
	Invoice		Date	Description	Amount
	05-2016		04/26/2016	Legal Services for Indigent Citizens	8,375.00
Check	05/02/2016	276670 Accounts Payable		PAYSON PLACE LLC	4,925.76
	Invoice		Date	Description	Amount
	905A		03/30/2016	Amendment No. 5 to Lease Agreement	4,925.76
Check	05/02/2016	276671 Accounts Payable		PINAL LUMBER & HARDWARE	3,174.60
	Invoice		Date	Description	Amount
	494104		04/13/2016	C-50T equipment trailer deck replacement	3,174.60
Check	05/02/2016	276672 Accounts Payable		PINE STRAWBERRY WATER IMP DIS	45.72

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	04151654360		04/15/2016	SERV FOR ACCT#54360	45.72
Check	05/02/2016	276673 Accounts Payable		PRINE , DORINE E	110.00
	Invoice		Date	Description	Amount
	022716PRINED		02/27/2015	EE DORINE PRINE FEB TRAVEL REIMBURSEMENT	110.00
Check	05/02/2016	276674 Accounts Payable		PROFFITT , LINDA	312.50
	Invoice		Date	Description	Amount
	DO2009-0179		04/23/2016	DO2009-0179 TANNER V TANNER COURT MEDIATION	312.50
Check	05/02/2016	276675 Accounts Payable		RECALL SECURE DESTRUCTION SERVICES INC	374.08
	Invoice		Date	Description	Amount
	9700004832		03/26/2016	CUST#10018791 2/19/16-3/24/16	374.08
Check	05/02/2016	276676 Accounts Payable		ROMANCE , CYNTHIA M	27.50
	Invoice		Date	Description	Amount
	032416ROMANCEC		03/24/2016	EE CYNTHIA ROMANCE MAR TRAVEL REIMBURSEMENT	27.50
Check	05/02/2016	276677 Accounts Payable		SANTIAGO COPPER COUNTRY	336.00
	Invoice		Date	Description	Amount
	22737		04/12/2016	5900 N MAIN #185 HH#4172	336.00
Check	05/02/2016	276678 Accounts Payable		SCOTT , JULIE F	133.94
	Invoice		Date	Description	Amount
	040616SCOTTJ		04/06/2016	EE JULIE SCOTT APR TRAVEL REIMBURSEMENT	133.94
Check	05/02/2016	276679 Accounts Payable		SERCK SERVICES INC	646.47
	Invoice		Date	Description	Amount
	1047339IN		04/11/2016	C-12 ALUMINUM RADIATOR ROADS	646.47
Check	05/02/2016	276680 Accounts Payable		SHAW , JEAN TURNEY	380.00
	Invoice		Date	Description	Amount
	4222016		04/22/2016	Family Planning Consulting Services	380.00
Check	05/02/2016	276681 Accounts Payable		SHOPLET.COM	561.00

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		Invoice	Date	Description	Amount
		1460135091	04/09/2016	CHAIRS FOR JAIL MEDICAL GLOBE	561.00
Check	05/02/2016	276682 Accounts Payable		SMITH MEDICAL PARTNERS LLC	47.74
		Invoice	Date	Description	Amount
		9005411189	04/11/2016	CREDIT \$.48 MEMO 9400474321 INV9500020431	47.74
Check	05/02/2016	276683 Accounts Payable		SOUTHWEST GAS	579.24
		Invoice	Date	Description	Amount
		0418164611017486	04/18/2016	SERV FOR ACCT#461-1017486-002	130.34
		0418164611017490	04/18/2016	SERV FOR ACCT#461-1017490-002	382.46
		0418164611017503	04/18/2016	SERV FOR ACCT#461-1017503-002	66.44
Check	05/02/2016	276684 Accounts Payable		SPOK INC	15.35
		Invoice	Date	Description	Amount
		Z3774311D	04/22/2016	ACCT#3774311-9	15.35
Check	05/02/2016	276685 Accounts Payable		ST. PAUL'S UNITED METHODIST CHURCH	500.00
		Invoice	Date	Description	Amount
		042516	04/25/2016	Tuffy Tiger Lease Agreement	500.00
Check	05/02/2016	276686 Accounts Payable		SUDDENLINK COMMUNICATIONS	1,929.29
		Invoice	Date	Description	Amount
		042116722103001	04/21/2016	108 Main, Payson/722103001	1,929.29
Check	05/02/2016	276687 Accounts Payable		UNIFIRST CORPORATION	42.75
		Invoice	Date	Description	Amount
		315-1634375	04/07/2016	Copper & Timber Shops Uniform delivery & cleaning serv	48.33
		315-1636351	04/13/2016	Copper & Timber Shops Uniform delivery & cleaning serv	78.73
		315-1560722A	09/10/2015	CREDIT FROM 9/10/15 PUBLIC WORKS GLOBE	(50.00)
		315-1487606B	01/29/2015	CREDIT FOR 1/29/15 PUBIC WORKS GLOBE	(17.75)
		315-1505452B	03/25/2015	CREDIT FOR 3/25/15 PUBLIC WORKS STAR VALLEY	(14.18)
		315-1589025A	12/02/2015	CREDIT FROM 12/2/15 PUBLIC WORKS STAR VALLEY	(2.38)
Check	05/02/2016	276688 Accounts Payable		UNIVERSAL POLICE SUPPLY CO	505.03

*****Gila County*****

Payment Batch Register

Bank Account: JP Morgan AP - JP Morgan Accounts Payable

Batch Date: 05/02/2016

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	191114		04/02/2016	ACCT#14665 UNIFORM T HENSLEY	505.03
Check	05/02/2016	276689 Accounts Payable	US IMAGING		228.66
	Invoice		Date	Description	Amount
	8393		04/07/2016	Recorders Office Imaging	228.66
Check	05/02/2016	276690 Accounts Payable	US POSTAL SERVICE POSTAGE BY PHONE		3,532.00
	Invoice		Date	Description	Amount
	040816		04/08/2016	ACCT# 34504969	3,532.00
Check	05/02/2016	276691 Accounts Payable	VERIZON WIRELESS		51.97
	Invoice		Date	Description	Amount
	9763923732		04/16/2016	ACCT#970320993-00001	51.97
Check	05/02/2016	276692 Accounts Payable	WEST PAYMENT CENTER		2,477.78
	Invoice		Date	Description	Amount
	833474306		02/04/2016	Law Library materials ACCT#1000610671	2,195.39
	833810452		04/04/2016	831078137/AZ Revised Statute	282.39
JP Morgan AP JP Morgan Accounts Payable Totals:			Transactions: 107 ✓		\$188,364.83 ✓
Checks:	107		\$188,364.83 ✓		

Reviewed
5-2-16
[Signature]

Payroll

No Payroll Activity

Credit Card Transaction Summary

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 05/03/2016 03:28:14 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '04/25/2016' AND '05/01/2016' 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	3	\$90.18		\$0.00	3	\$90.18
ACE HDWE.	4	\$81.13		\$0.00	4	\$81.13
ALLIANT GAS LLC #153	1	\$480.00		\$0.00	1	\$480.00
AMAZON MKTPLACE PMTS	12	\$2,776.25		\$0.00	12	\$2,776.25
AMAZON.COM	3	\$461.81		\$0.00	3	\$461.81
APCO INTERNATIONAL INC	1	\$420.00		\$0.00	1	\$420.00
APPLEBEES 900398290034	1	\$31.22		\$0.00	1	\$31.22
AQUARIUS FRONT DESK	1	\$93.37		\$0.00	1	\$93.37
ARBYS 5288	1	\$4.34		\$0.00	1	\$4.34
ARCO #428810 AMPM	1	\$24.05		\$0.00	1	\$24.05
ARIZONA FLOODPLAIN MAN	1	\$350.00		\$0.00	1	\$350.00
ARIZONA LIBRAR00 OF 00	1	\$40.00		\$0.00	1	\$40.00
ARIZONA PUBLICSRVEZPAY	1	\$483.95		\$0.00	1	\$483.95
AZ MOTOR VEHICLE DIV W	1	\$4.00		\$0.00	1	\$4.00
BAUER REPAIR LLC	2	\$192.20		\$0.00	2	\$192.20
BEALLS OUT	1	\$21.31		\$0.00	1	\$21.31
BELL FORD INC	4	\$323.55		\$0.00	4	\$323.55
BEST WESTERN PRESCOTTO	1	\$100.18		\$0.00	1	\$100.18
BUFFALO WILD WINGS 027	1	\$17.92		\$0.00	1	\$17.92
BURGER KING #4600 Q07	2	\$14.76		\$0.00	2	\$14.76
C & M COMMUNICATIONS,	4	\$552.42		\$0.00	4	\$552.42
CANYON OFFICE SOLUTION	1	\$585.27		\$0.00	1	\$585.27
CARDOS PIZZA	1	\$26.63		\$0.00	1	\$26.63
CASH WELLS FARGO C/A #	2	\$572.22		\$0.00	2	\$572.22

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Transaction Summary by Parent Merchant

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 05/03/2016 03:28:14 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '04/25/2016' AND '05/01/2016' 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
CDW GOVERNMENT	1	\$435.99		\$0.00	1	\$435.99
CHAPMAN AUTO CENTER	3	\$84.15		\$0.00	3	\$84.15
CHARM-TEX	2	\$403.42		\$0.00	2	\$403.42
CHIPOTLE 2507	2	\$11.19		\$0.00	2	\$11.19
CIRCLE K 01846	1	\$160.00		\$0.00	1	\$160.00
CIRCLE K 01948	1	\$25.40		\$0.00	1	\$25.40
CIRCLE K 01974	1	\$32.00		\$0.00	1	\$32.00
COCOS BAKERY RESTAURAN	1	\$65.18		\$0.00	1	\$65.18
DAIRY QUEEN #15116 QPS	1	\$19.29		\$0.00	1	\$19.29
DEK AUTO PARTS LLC	3	\$417.03		\$0.00	3	\$417.03
DMI* DELL K-12/GOVT	1	\$255.81		\$0.00	1	\$255.81
DRI*NUANCE	1	\$10.85		\$0.00	1	\$10.85
EL RANCHO	1	\$112.86		\$0.00	1	\$112.86
EMPIRE 00.FS	1	\$442.65		\$0.00	1	\$442.65
EMPIRE INTERNET PARTS	1	\$68.10		\$0.00	1	\$68.10
EXPEDIA*1122015494587		\$0.00	1	(\$272.67)	1	(\$272.67)
FLAGSTAFFLITTLE AMERIC	1	\$341.72		\$0.00	1	\$341.72
FOUR POINTS BY SHERATO	1	\$89.16		\$0.00	1	\$89.16
FREDPRYOR CAREERTRACK	1	\$119.00		\$0.00	1	\$119.00
FREIGHTLINER OF AZ - T	1	\$151.14		\$0.00	1	\$151.14
FRYS-FOOD-DRG #109	5	\$339.49		\$0.00	5	\$339.49
GAS N' GRUB	1	\$28.38		\$0.00	1	\$28.38
GIANT #6634	1	\$31.45		\$0.00	1	\$31.45
GIANT CAR WASH #62	1	\$12.00		\$0.00	1	\$12.00

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 05/03/2016 03:28:14 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '04/25/2016' AND '05/01/2016' 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
GLOBALCONSULTANTS	1	\$395.00		\$0.00	1	\$395.00
GO WIRELESS AZ 880	1	\$43.59		\$0.00	1	\$43.59
HARBOR FREIGHT CATALOG	1	\$34.44		\$0.00	1	\$34.44
HOLIDAY INN EXPRESS	1	\$343.76		\$0.00	1	\$343.76
HOLIDAY INN EXPRESS GL	1	\$93.54		\$0.00	1	\$93.54
HOMEDEPOT.COM	2	\$156.28		\$0.00	2	\$156.28
HON-DAH RESORT REST.	1	\$14.79		\$0.00	1	\$14.79
HOTEL VENDOME	1	\$175.88		\$0.00	1	\$175.88
HYATT HOTELS BELLEVUE	1	\$1,138.30		\$0.00	1	\$1,138.30
IN *CONDITIONED RESPON	2	\$790.00		\$0.00	2	\$790.00
INTERSTATE BATTERIES O	4	\$468.16		\$0.00	4	\$468.16
KEVLIN STEEL & SUPPLY	1	\$20.08		\$0.00	1	\$20.08
LA QUINTA INNS 0566	2	\$136.90		\$0.00	2	\$136.90
LIFELINE TRAINING - CA	1	\$139.00		\$0.00	1	\$139.00
MACKS AUTO SUPPLY GLOB	2	\$229.10		\$0.00	2	\$229.10
MAJESTIC MOUNTAIN INN	3	\$246.79		\$0.00	3	\$246.79
MARCANTI ELECTRIC INC	1	\$31.52		\$0.00	1	\$31.52
MATHESON R66	1	\$73.76		\$0.00	1	\$73.76
MAVERIK #292	1	\$31.50		\$0.00	1	\$31.50
MAZATZAL HOTEL		\$0.00	1	(\$30.00)	1	(\$30.00)
MCSPADDEN FORD	2	\$240.44		\$0.00	2	\$240.44
MERLE'S AUTO SUPPLY	6	\$353.24		\$0.00	6	\$353.24
MID STATE PIPE & SUPPL	2	\$22.96		\$0.00	2	\$22.96
NATIONAL DISTRICT ATTO	1	\$603.83		\$0.00	1	\$603.83

Transaction Summary by Parent Merchant

US90037

Date/Time Printed: 05/03/2016 03:28:14 PM

Orientation: Landscape

Selection Criteria: Post Date Is Between '04/25/2016' AND '05/01/2016' 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
NSC*NORTHERN SAFETY CO	1	\$151.01		\$0.00	1	\$151.01
OASIS PRINTING	1	\$15.08		\$0.00	1	\$15.08
OFFICE DEPOT 1135	1	\$1.57		\$0.00	1	\$1.57
OFFICE DEPOT #5101	22	\$3,879.24		\$0.00	22	\$3,879.24
OFFICE DEPOT #5125	1	\$12.23		\$0.00	1	\$12.23
OREILLY AUTO 00027755	2	\$91.14		\$0.00	2	\$91.14
OREILLY AUTO 00028308	1	\$5.43		\$0.00	1	\$5.43
PANDA EXPRESS #1002	1	\$10.59		\$0.00	1	\$10.59
PAYPAL *ARIZONAASSO	1	\$25.00		\$0.00	1	\$25.00
PAYPAL *ARIZONAGANG	4	\$1,525.00	1	(\$1,000.00)	5	\$525.00
PAYPAL *NEWEGGCOM	1	\$99.99		\$0.00	1	\$99.99
PAYPAL *SUCCESSORIE SU	1	\$495.43		\$0.00	1	\$495.43
PAYSON CARQUEST	9	\$906.15	1	(\$350.22)	10	\$555.93
PAYSON TIRE AND AUTOMO	1	\$50.00		\$0.00	1	\$50.00
PEI WEI #0163 Q02	1	\$17.01		\$0.00	1	\$17.01
PERFORMANCE MOBILITY	1	\$2,258.34		\$0.00	1	\$2,258.34
PINAL LUMBER	12	\$571.69		\$0.00	12	\$571.69
PINE COUNTRY ANIMAL CL	1	\$82.70		\$0.00	1	\$82.70
PLN*PRICELINE HOTELS		\$0.00	1	(\$586.25)	1	(\$586.25)
POSTNET	1	\$20.66		\$0.00	1	\$20.66
PRESCOTT RESORT AND CO	4	\$536.88		\$0.00	4	\$536.88
PREVENT CHILD ABUSE AR	1	\$250.00		\$0.00	1	\$250.00
PRINTING BY GEORGE	1	\$2,123.95		\$0.00	1	\$2,123.95
PRINTY RUBBER STAMP CO	1	\$51.35		\$0.00	1	\$51.35

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Selection Criteria: Post Date Is Between '04/25/2016' AND '05/01/2016' 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
PUBLIC AGENCY TRAINING	1	\$475.00		\$0.00	1	\$475.00
QUALITY INN	1	\$193.30		\$0.00	1	\$193.30
QUALITY INN PINETOP	1	\$88.94		\$0.00	1	\$88.94
ROOSEVELT STORE	1	\$150.00		\$0.00	1	\$150.00
ROSA'S PIZZERIA	2	\$40.43		\$0.00	2	\$40.43
SAMARITAN VETERINARY C	1	\$170.00		\$0.00	1	\$170.00
SAN CARLOS IRRGTN	1	\$129.60		\$0.00	1	\$129.60
SHOPLET.COM	2	\$1,054.92		\$0.00	2	\$1,054.92
SNOWY RIVER MOTEL	1	\$226.94		\$0.00	1	\$226.94
SOUTHWES 5262197323695	1	\$1,967.76		\$0.00	1	\$1,967.76
SQ *GILA MUFFLER	1	\$90.00		\$0.00	1	\$90.00
STAPLES 00114488	1	\$70.31		\$0.00	1	\$70.31
STATE FARM	1	\$30.00		\$0.00	1	\$30.00
STEVE COURY	2	\$59.27		\$0.00	2	\$59.27
TACO BELL #22919	1	\$9.47		\$0.00	1	\$9.47
TARGET.COM *	2	\$479.38		\$0.00	2	\$479.38
TESSCO TECHNOLOGIES	1	\$439.30		\$0.00	1	\$439.30
TEXACO 0307425	1	\$6.30		\$0.00	1	\$6.30
TEXACO 0356213	2	\$43.17		\$0.00	2	\$43.17
THE HOME DEPOT #0422	3	\$554.56		\$0.00	3	\$554.56
THE MOTOR LODGE	1	\$266.25		\$0.00	1	\$266.25
TOKYO GARDEN	1	\$16.66		\$0.00	1	\$16.66
TONTO APACHE MARKET	1	\$30.00		\$0.00	1	\$30.00
TONTO APACHE MAZATZAL	1	\$12.50		\$0.00	1	\$12.50

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Selection Criteria: Post Date Is Between '04/25/2016' AND '05/01/2016' 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
TRACTOR SUPPLY CO #172	3	\$32.09		\$0.00	3	\$32.09
TRAVEL INSURANCE POLIC	3	\$115.98		\$0.00	3	\$115.98
TRUCK PRO	1	\$216.51		\$0.00	1	\$216.51
UNITED 0167772972923	1	\$386.20		\$0.00	1	\$386.20
UPS*1ZX60F100390432985	1	\$21.53		\$0.00	1	\$21.53
USPS 03173901733811431	1	\$6.68		\$0.00	1	\$6.68
USPS 03617904733803438	1	\$140.25		\$0.00	1	\$140.25
WAL-MART #1230	1	\$180.00		\$0.00	1	\$180.00
WAL-MART #1334	3	\$61.17		\$0.00	3	\$61.17
WAL-MART #1369	1	\$8.13		\$0.00	1	\$8.13
WAL-MART #3799	4	\$113.76		\$0.00	4	\$113.76
WALMART.COM	1	\$65.15		\$0.00	1	\$65.15
WINDOWS ON RIVER BUFFE	1	\$20.17		\$0.00	1	\$20.17
WIST SUPPLY EQUIPMENT	6	\$837.93		\$0.00	6	\$837.93
WM SUPERCENTER #1334	3	\$236.88		\$0.00	3	\$236.88
WM SUPERCENTER #1369	1	\$65.17		\$0.00	1	\$65.17
WM SUPERCENTER #3799	6	\$170.64		\$0.00	6	\$170.64
WWW.AZNOA.ORG	2	\$650.00		\$0.00	2	\$650.00
WWW.CUSTOMRUBBERST	1	\$46.56		\$0.00	1	\$46.56
YAVAPAI CANTINA	4	\$52.25		\$0.00	4	\$52.25
Grand Total:	269	\$40,397.43	5	(\$2,239.14)	274 Transaction(s)	\$38,158.29

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Transaction Summary by Parent Merchant

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